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 November 10, 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 November 10, 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: 248 920 41205; password: 0320

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Friday, November 7, 2025, and ending at 6:00 p.m. on Monday, November 10, 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 November 10, 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, NOVEMBER 10, 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)

NO BOARDS AND COMMISSIONS APPOINTMENTS

CONSENT AGENDA

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

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

REPORTS, CONTRACTS AND CLAIMS	RECOMMENDATION	
1. **Value Blanket Amendment with Consolidated Supply for purchase of service brass for the Water & Hydroelectric Services Department—additional $100,000 annually (plus tax). Total amount over four years: $1,200,000 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)** **Raylene Gennett**	**Approve**	**OPR 2025-0072 RFQ 6287-24**
2. **Purchase from M&L Supply (Spokane) of additional 1" Copper Pipe for the Water & Hydroelectric Services Department for large developments that started in the 2025 season that will continue into 2026 season—$251,386.80 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)** **Raylene Gennett**	**Approve**	**OPR 2025-0736 RFQ 6459-25**
3. **Five-year Value Blanket with Wemco, Inc. (Spokane) for the as-needed purchase of mechanical crane parts for use at the Waste to Energy Facility from December 1, 2025, through November 30, 2030—not to exceed $250,000 (plus tax). (Council Sponsor: Council Member Klitzke)** **Chris Averyt**	**Approve**	**OPR 2025-0737 ITB 6371-25**

4.	**Five-year Value Blanket with Micronics Engineered Filtration Group, Inc. (Chattanooga, TN) for the as-needed purchase of fabric filter bags for the Waste to Energy Facility from December 1, 2025, through November 30, 2030—not to exceed $800,000 (plus tax). (Council Sponsor: Council Member Klitzke)** **Chris Averyt**	**Approve**	**OPR 2025-0738 ITB 6391-25**
5.	**Value Blanket Renewal 3 of 4 with Dykman, Inc. (Spokane Valley, WA) for the as-needed purchase of variable frequency drives (VFD's) for use at the Waste to Energy Facility from December 15, 2025, through December 14, 2026—not to exceed $80,000 (plus tax). (Council Sponsor: Council Member Klitzke)** **Chris Averyt**	**Approve**	**OPR 2022-0900 RFQ 5760-22**
6.	**Value Blanket Renewal 3 of 4 with Helfrich Brothers Boiler Works, Inc. (Lawrence, MA) for the purchase of superheater tube panels for use at the Waste to Energy Facility from December 15, 2025, through December 14, 2026—not to exceed $3,750,000 (plus tax). (Council Sponsor: Council Member Klitzke)** **Chris Averyt**	**Approve**	**OPR 2022-0901 ITB 5754-22**
7.	**Value Blanket Renewal 4 of 4 with Norit Americas Inc. (Marshall, TX) for the as-needed purchase of activated carbon for use at the Waste to Energy Facility from January 1, 2026, through December 31, 2026—not to exceed $100,000 (plus tax). (Council Sponsor: Council Member Klitzke)** **Chris Averyt**	**Approve**	**OPR 2022-0007 ITB 6173-24**
8.	**Value Blanket Renewal 1 of 2 with Oxarc (Spokane) for the purchase of sodium hydroxide 50% membrane (Caustic Soda) for use at the Waste to Energy Facility from February 1, 2026, through January 31, 2027—not to exceed $105,000 (plus tax). (Council Sponsor: Council Member Klitzke)** **Chris Averyt**	**Approve**	**OPR 2023-0053 RFQ 5749-22**
9.	**Contract Renewal 4 of 4 with Hydrotech Generator Repair Plus, Inc. dba Hydraulics Plus (Spokane Valley, WA) for the offsite rebuild of cylinders for the Waste to Energy Facility from January 1, 2026, through December 31, 2026—not to exceed $100,000 (plus tax). (Council Sponsor: Council Member Klitzke)** **Chris Averyt**	**Approve**	**OPR 2021-0786 IRFP 5525-21**
10.	**Five-year Contract with Knight Construction & Supply, Inc. (Deer Park, WA) for as-needed grapple rebuilds for the Waste to Energy Facility from December 1, 2025, through November 30, 2030—not to exceed $550,000 (plus tax). (Council Sponsor: Council Member Klitzke)** **Chris Averyt**	**Approve**	**OPR 2025-0746 ITB 6372-25**

11.	**Contract Renewal 3 of 4 with Deeco, Inc. (Raleigh, NC) for air emissions compliance testing at the Waste to Energy Facility from January 1, 2026, through December 31, 2026—not to exceed $155,000 (plus tax). (Council Sponsor: Council Member Klitzke)** **Chris Averyt**	**Approve**	**OPR 2022-0709 IRFP 5616-22**
12.	**Outside Special Counsel Contract Amendment No. 8 with Etter McMahon, Van Wert & Oreskovich, P.C. (Spokane) for outside counsel services in the legal matter John Durgan et al., v. City of Spokane—increase of $150,000. Total contract amount: $760,000. (Council Sponsor: Council Member Klitzke)** **Elizabeth Schoedel**	**Approve**	**OPR 2017-0546**
13.	**Outside Special Counsel Contract Amendment with Brendan Winslow-Nason and John Cadagan with the Firm Gordon Tilden Thomas & Cordell, LLP for outside counsel services in the legal matter involving City of Spokane Insurance Policies and Insurance Company of the State of Pennsylvania v. City of Spokane—increase of $50,000. Total contract amount: $100,000. (Council Sponsor: Council Member Klitzke)** **Elizabeth Schoedel**	**Approve**	**OPR 2025-0520**
14.	**Contract Amendment with Career Path Employment and Training (Spokane) to provide additional funding from Washington State Department of Transportation for the Clean and Safe Program from September 15, 2025, through December 31, 2026—additional $200,000 (plus tax). (Council Sponsor: Council Member Bingle)** **Jason Ruffing**	**Approve**	**OPR 2024-0970**
15.	**Consultant Agreement with Kittelson & Associates, Inc. (Spokane) to provide Safe Streets for Spokane Supplemental Planning Services from October 20, 2025, through December 31, 2026—$345,666 (plus tax) plus $34,566 administrative reserve. (Council Sponsor: Council Member Bingle)** **Tyler Kimbrell**	**Approve**	**OPR 2025-0739 RFQu 6342-25**
16.	**Contract with the Department of Commerce for the Encampment Resolution Program (ERP) from July 1, 2025, through June 30, 2026, and authorization to execute subrecipient agreements with pre-approved providers—$8,271,738. (Council Sponsors: Council President Wilkerson and Council Member Dillon)** **Keri Cederquist**	**Approve**	**OPR 2025-0756**
17.	**Additional award of CDBG funds to the Northeast Community Center towards the completion of their covered walkway project—$30,979. Total award: $150,979. (Council Sponsor: Council Member Dillon)** **Heather Page**	**Approve**	**OPR 2025-0086**

Dillon Proposed Amendment:

- **Request motion to amend OPR 2025-0086 with proposed amendment filed October 28, 2025, adding the contract document to the agenda packet under OPR 2025-0086.**

18.	**Community, Housing, and Human Services Department Fiscal Year 2025 formula grant agreements:**	**Approve All**	
	a. HOME—$1,138,478.43 Revenue.		**OPR 2025-0740**
	b. ESG—$267,764 Revenue.		**OPR 2025-0741**
	c. CDBG—$3,017,244 Revenue.		**OPR 2025-0742**
	(Council Sponsor: Council Member Dillon)		
	Heather Page		
19.	**Approval of Compassionate Addiction Treatment (Spokane) as the New Roots Village Tiny Home Project operator. (Council Sponsor: Council Member Dillon)**	**Approve**	**OPR 2025-0750**
	Arielle Anderson		
20.	**Recommendation to list the Union Block located at 218 N. Howard Street on the Spokane Register of Historic Places. (Council Sponsor: Council Member Bingle)**	**Approve & Auth. Mgmt. Agreement**	**OPR 2025-0743**
	Megan Duvall		
21.	**Multiple Family Housing Property Tax Exemption Conditional Agreement with Quartzite Ventures, LLC for the future construction of approximately 24 dwelling units at 619 S. Cedar Street. Following construction, the project intends to finalize under the 8-year exemption. The Conditional Agreement will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction. (Council Sponsors: Council Members Bingle and Lambdin)**	**Approve**	**OPR 2025-0745**
	Amanda Beck		
22.	**Preventative Maintenance Agreement with Redzone Robotics, Inc. (Warrendale, PA) for interceptor CCTV sonar and laser inspection of large sewer pipes from November 11, 2025, through November 10, 2026—$107,245.30 (incl. tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)**	**Approve**	**OPR 2025-0747 ITB 6352-25**
	Duane Studer		
23.	**Grant Agreement with the Department of Ecology to develop and implement a regional Stormwater**	**Approve**	**OPR 2025-0748**

	Education program for communities with a NPDES Permit II—$250,475 Revenue (Council Sponsors: Council Members Klitzke and Bingle) **Kirstin Davis**		
24.	**Consultant Agreement with Environmental Incentives, Inc. (Encinitas, CA) to provide consultation services to develop an RFP seeking the establishment of a Community Based Private public partnership (CBP3) that will ultimately collaborate to construct a regional stormwater facility—$238,890. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)** **James "Trey" George**	**Approve**	**OPR 2025-0749** **RFP 6431-25**
25.	**Extensions to State Lobbying Contracts from November 1, 2025, through June 30, 2026, with:**	**Approve All**	**RFP 5747-22**
	a. Nick Federici Government Relations (Tacoma, WA)—$31,500.		**OPR 2022-0824**
	b. Luke Esser (Bellevue, WA)—$31,500. **(Council Sponsor: Council President Wilkerson)** **Erik Poulsen**		**OPR 2022-0825**
26.	**Low Bid of Allied Plumbing & Pumps LLC, DBA Allied Trenchless (Wenatchee, WA) for 2024 Cure in Place Pipe (CIPP)—$1,295,816. An administrative reserve of $129,581.60, which is 10% of the contract amount, will be set aside. (Various neighborhoods) (Council Sponsor: Council Member Klitzke)** **Dan Buller**	**Approve**	**OPR 2025-0757** **ENG 2024078**
27.	**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**
28.	**Minutes:**	**Approve All**	
	a. City Council Meeting Minutes: _____, 2025.		**CPR 2025-0013**
	b. City Council Standing Committee Meeting Minutes: _____, 2025.		

29.	Purchase from Safeware, Inc. (Lanham, MD) of two long-range acoustical devices (LRADs) to enhance public safety communication, emergency response, and lawful notification capabilities—$88,045.13 (incl. tax). (Council Sponsors: Council President Wilkerson and Council Member Zappone) (Deferred from October 27, 2025, Agenda, during October 27, 2025, 3:30 p.m. Agenda Review Session)	Approve	OPR 2025-0710

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2025-0092 Declaring that a special market condition exists, waiving competitive bidding requirements, and authorizing the City to enter into contracts, in amount not to exceed $1,044,816 for all contracts, for the purposes of providing scattered site shelter services for the CHHS Department. (Council Sponsors: Council President Wilkerson and Council Member Dillon)
Arielle Anderson

RES 2025-0093 Approving the appointment of Reiner Hershaw as Director of Water & Hydroelectric Services for the City of Spokane. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)
Chris Averyt

RES 2025-0094 Regarding amendment to the City of Spokane Water and Hydroelectric Department – Fee & Cost Schedule (Public Rule). (Council Sponsors: Council President Wilkerson and Council Member Klitzke)
Chris Averyt

RES 2025-0095 Committing the City Council to regularly hosting Community Days and develop an engagement strategy. (Council Sponsors: Council Member Lambdin and Dillon)
Andres Grageda

RES 2025-0096 Setting hearing before City Council for December 15, 2025, for the vacation of the alley between Euclid Avenue and vacated Cleveland Avenue and between Nevada Street and vacated Columbus Street in the City of Spokane from owners having an interest in real estate abutting the above right-of-way. (Council Sponsors: Council Members Bingle and Dillon)
Eldon Brown

RES 2025-0097 **Relating to the designation of historic districts, and proposing a pause on the designation of new districts. (Council Sponsors: Council Members Bingle and Cathcart)**
Council Member Cathcart

Cathcart Proposed Amendment:

- **Request motion to amend Resolution 2025-0097 with an updated revised version filed October 29, 2025, and included in agenda packet under Resolution 2025-0097.**

RES 2025-0071 **Approving the purchase of safe speeds signage for neighbors through the Safe Streets for All Fund. (Council Sponsors: Council Members Zappone and Klitzke)**
Jackson Deese

(As amended during September 29, 2025, 3:30 p.m. Agenda Review Session) (Deferred from October 27, 2025, Agenda, during October 27, 2025, 3:30 p.m. Agenda Review Session)

Zappone Proposed Amendment:

- **Request motion to amend Resolution 2025-0071 with proposed updates filed October 28, 2025, and included in agenda packet under Resolution 2025-0071.**

~~**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, 7, 8, 10, 12, 13 and 16A of the Spokane Municipal Code, and adding new sections 03.07.350 and 08.15.150 to the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Cathcart)**~~
~~**Chris Wright**~~

(First Reading deferred from November 3, 2025, Agenda, to November 10, 2025, Agenda, during October 27, 2025, 3:30 p.m. Agenda Review Session, thereby deferring Final Reading to November 17, 2025, Agenda)

ORD C36762 **Granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to Level 3 Telecom of Washington LLC., subject to certain conditions and duties as further provided. (First Reading held October 6, 2025) (Council Sponsors: Council Members Cathcart and Klitzke)**
Timothy Szambelan

ORD C36763 **Granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to Forged Fiber 37, LLC., a Delaware limited liability company, subject to certain conditions and duties as further provided. (First Reading held**

October 6, 2025) (Council Sponsors: Council Members Cathcart and Klitzke)
Timothy Szambelan

ORD C36768 Relating to emergency management; amending the title of Chapter 02.04 and Sections 02.04.070, 02.04.080, 02.04.090; adopting new Sections 02.04.085, 02.04.095, 02.04.096, 02.04.097, and 02.04.098; and repealing Chapter 06.02 and Section 18.11.040 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Zappone)
Sarah Nuss / Adam McDaniel

FIRST READING ORDINANCES

ORD C36775 Relating to the adoption of the Cannon Hill Park Local Historic District Overlay Zone and Design Standards and Guidelines; adopting new SMC sections 17D.100.285. (Council Sponsors: Council Members Bingle and Dillon)
Megan Duvall

ORD C36776 Relating to sewer; amending SMC sections 13.03.1003, 13.03.1004, 13.03.1018, 13.03.1112, 13.03.1202, 13.03.1312, 13.03.0117, 13.03.0121, 13.03.0131, 13.03.0145, 13.03.0147, 13.03.0149, 13.03.0181, 13.03.0183, 13.03.0185, 13.03.0187, 13.03.0195, 13.03.0197, 13.03.0223, 13.03,0302, 13.03.0304, 13.03.0306, 13.03.0308, 13.03.0310, 13.03.0312, 13.03.0314, 13.03.0318, 13.03.0322, 13.03.0324, 13.03.0330, 13.03.0502, 13.03.0503, 13.03.0504, 13.03.0508, 13.03.0602, 13.03.0606, 13.03.0608, 13.03.0610, 13.03.0616, 13.03.0620, 13.03.0622, 13.03.0624, 13.03.0626, 13.03.0628, 13.03.0632, 13.03.0634, 13.03.0702, 13.03.0704, 13.03.0706, 13.03.0708, 13.03.0710, 13.03.0712, 13.03.0730, 13.03.0732, 13.03.0734, 13.03.0802, 13.03.0804, 13.03.0902, 13.03.0904, 13.03.0908, 13.03.0910, 13.03.0912, 13.03.0914, 13.03.0916, 13.03.1024, 13.03.1102, 13.03.1104, 13.03.1106, 13.03.1108, 13.03.1114, 13.03.1116, 13.03.1136, 13.03.1137, 13.03.1138, 13.03.1204, 13.03.1206, 13.03.1210, 13.03.1214, 13.03.1216, 13.03.1224, 13.03.1302, 13.03.1304, 13.03.1306, 13.03.1310, 13.03.1318, 13.03.1320, 13.03.1322, 13.03.140, 13.03.1604, 13.03.1606, 13.03.1608, 13.03.170, 13.03.180, 13.03.190; repealing SMC section 13.03.1208 to chapter 13.03; and relating to interference and utilities; amending SMC sections 13.05.010, 13.05.020, and 13.05.030 to chapter 13.05 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)
Chris Averyt

Cathcart Proposed Amendment:

- Request motion to amend First Reading Ordinance C36776 with proposed updates filed October 29, 2025, and included in agenda packet under First Reading Ordinance C36776.

ORD C36777 **Relating to water amending SMC sections 13.04.2002, 13.04.2004, 13.04.2005, 13.04.2010, 13.04.2012, 13.04.2014, 13.04.2025, 13.04.0604, 13.04.0606, 13.04.080, 13.04.0802, 13.04.0808, 13.04.0816, 13.04.0822, 13.04.090, 13.04.1008, 13.04.1506, 13.04.170, 13.04.1914, 13.04.1918, 13.04.1925, 13.04.2017, 13.04.2024, 13.04.2026, 13.04.2030, 13.04.2042, 13.04.2044, and 13.04.300; and repealing SMC sections 13.04.2006, 13.04.2008; and 13.04.2018 to chapter 13.04; of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)**
Chris Averyt

Cathcart Proposed Amendment:

- **Request motion to amend First Reading Ordinance C36777 with proposed updates filed October 29, 2025, and included in agenda packet under First Reading Ordinance C36777.**

ORD C36778 **Prohibiting algorithmic rent price fixing, adopting a new Section 10.57.180 to Chapter 10.57 and amending Sections 07.08.158, 10.57.060, 10.57.130 and 10.57.140 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Klitzke)**
Jackson Deese

Zappone Proposed Amendment:

- **Request motion to amend First Reading Ordinance C36778 with proposed updates filed October 28, 2025, and included in agenda packet under First Reading Ordinance C36778.**

ORD C36780 **Relating to General Facilities Charges (GFCs) for public utilities and services; amending SMC sections 13.03.0734, to chapter 13.03 of the Spokane Municipal Code; and 13.04.2044 to chapter 13.04 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council Members Klitzke and Bingle)**
Nate Sulya

ORD C36781 **Relating to transportation impact fees; amending SMC section 17D.075.180 to chapter 17D; of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council Members Klitzke and Bingle)**
Nate Sulya

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, 7, 8, 10, 12, 13 and 16A of the Spokane Municipal Code, and adding new sections 03.07.350 and 08.15.150 to the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Cathcart)**
Chris Wright

(First Reading deferred from November 3, 2025, Agenda, to November 10, 2025, Agenda, during October 27, 2025, 3:30 p.m. Agenda Review Session, due to adoption of amendment.)

ORD C36786 **Of the City of Spokane, Washington, adopting a Six-year Citywide Capital Improvement Program for the years 2026 through 2031. And amending the Citywide Capital Improvement Program (CIP) as referenced in Appendix C of the City of Spokane Comprehensive Plan. (Council Sponsors: Council President Wilkerson and Council Member Zappone)**
Jessica Stratton

(As added during October 27, 2025, 3:30 p.m. Agenda Review Session)

Council Sponsor requests motion on behalf of City Administration to suspend Council Rules and add the following item (ORD C36801):

ORD C36801 **Adopting a local option transportation tax for commercial parking for the purpose of funding transportation system and safety improvements, and establishing incentives for efficient land use that meet the goals of the City's Comprehensive Plan; amending the title of SMC Chapter 08.07D, Section 08.07D.060, adopting a new Chapter 08.22 to Title 08 to the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council Members Klitzke and Dillon)**
Jon Snyder / Adam McDaniel / Spencer Gardner

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

		RECOMMENDATION	
H1.	**Continued Hearing on 2026 Mid-Biennium Modification Budget. (Council Sponsors: Council President Wilkerson and Council Member Dillon)** **Jessica Stratton**	**Hold Hrg / Close Hrg**	**FIN 2025-0001**

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 November 10, 2025, Regular Legislative Session of the City Council is adjourned to November 17, 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: PIES **Date:** 10/20/2025

Committee Agenda type: Consent

Council Meeting Date: 11/10/2025

Date Rec'd	10/15/2025		
Clerk's File #	OPR 2025-0072		
Cross Ref #			
Project #			
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Bid #**	RFQ 6287-24
Contact Name/Phone	RAYLENE 509-625-78	**Requisition #**	
Contact E-Mail	RGENNETT@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	AMEND WATERWORKS SERVICE BRASS VALUE BLANKET		

Agenda Wording

Amending four (4) year Value blanket for the purchase of Service Brass from Consolidated Supply from $200,000 annually to a total of $1,200,000. plus tax.

Summary (Background)

Original VB was for $200,000 annually for a four (4) year period. Amend to be $1,200,000 plus tax for the four year period. On December 10th 2024, Invitation for Bids #6287-24 for Service Brass was issued in ProcureWare. Three (3) responses were received. Award of this business is being recommended in accordance with the low responsive, responsible bidder in each category.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible.

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

N/A

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

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 1,200,000.00 Plus Tax for a 4 Year Value Blanket
Current Year Cost	$ 300,000.00 Plus Tax
Subsequent Year(s) Cost	$ 300,000.00 Plus Tax

Narrative

Amending this Value Blanket will better support the Water Department's 2025 through 2029 construction and maintenance seasons by facilitating the purchase of Service Brass on an as-needed basis.

Amount		Budget Account
Expense	$ 300,000.00 Plus Tax	# 4100 42440 94340 56595 99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

4100 42440 94340 56595 99999

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	HOPKINS, LEON	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	BAIRD, CHRISTI		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
tprince@spokanecity.org	tlester@spokanecity.org
lhopkins@spokanecity.org	nrussell@spokanecity.org
rrpenaluna@spokanecity.org	

Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	10-20-25
Submitting Department	Water & Hydroelectric Services
Contact Name	Raylene Gennett
Contact Email & Phone	rgennett@spokanecity.org 509-625-7821
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Amend Waterworks Service Brass Value Blanket
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Amend Service Brass Value Blanket from $200,000.00 per year for a total of $800,000.00 increasing to $300,000.00 per year for a total of $1,200,000.00 On December 10th 2024, Invitation for Bids #6287-24 for Service Brass was issued in ProcureWare. Three (3) responses were received. Award of this business is being recommended in accordance with the low responsive, responsible bidder in each category.

Fiscal Impact

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

Total Cost: 1,200,000.00 + Tax Total Cost for a 4 Year Value Blanket

Current year cost: $300,000.00 +Tax

Subsequent year(s) cost: $300,000.00 + Tax

Narrative: This Value Blanket will support the Water Department's 2025 through 2029 construction and maintenance seasons by facilitating the purchase of Service Brass on an as-needed basis.

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

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? 4100 42440 94340 56595 99999

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

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

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

- What impacts would the proposal have on historically excluded communities?
  Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to

respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible.

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
  N/A
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
  Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
  This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

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

CITY OF SPOKANE -Water & Hydroelectric Department

BID TABULATION

RFQ #6287-24

Title Waterworks Servcie Brass & Ball Valves Annual Value Blanket

Reference Number	Description	UOM	Quantity	Consolidated Supply Co.	Ferguson Waterworks	Core & Main
Product - Service Brass ARO				45	120	45
City #E1132-03/4	90° Elbow, COMP x FIP 3/4"	Each	45	$864.00	$934.65	$1,104.75
City #E1132-1	90° Elbow, COMP x FIP 1"	Each	20	$625.40	$677.20	$737.20
City #E1132-1-1/2	90° Elbow, COMP x FIP 1-1/2"	Each	1	$79.16	$85.73	$93.72
City #E1132-2	90° Elbow, COMP x FIP 2"	Each	20	$2,263.40	$2,450.80	$2,161.40
City #E1122-03/4	90° Elbow, COMP x MIP 3/4"	Each	30	$443.70	$480.90	$495.60
City #E1122-1	90° Elbow, COMP x MIP 1"	Each	15	$369.45	$399.90	$428.10
City #E1122-1-1/2	90° Elbow, COMP x MIP 1-1/2"	Each	1	$71.52	$77.45	$84.65
City #E1122-2	90° Elbow, COMP x MIP 2"	Each	150	$15,376.50	$16,650.00	$18,120.00
City #E1144-03/4	90° Elbow, COMP x COMP 3/4"	Each	20	$425.20	$460.60	$476.40
City #E1144-1	90° Elbow, COMP x COMP 1"	Each	15	$410.25	$443.70	$458.85
City #E1144-1-1/2	90° Elbow, COMP x COMP 1-1/2"	Each	1	$87.75	$95.01	$103.85
City #E1144-2	90° Elbow, COMP x COMP 2"	Each	45	$7,988.85	$8,650.35	$9,454.05
City #C4122-03/4	Corporation Stop, CC x COMP 3/4"	Each	25	$1,077.25	$1,181.00	$1,253.75
City #C4122-1	Corporation Stop, CC x COMP 1"	Each	25	$1,417.00	$1,553.00	$1,649.50

City #C4132-03/4	Corporation Stop, IP x COMP 3/4"	Each	150	$6,463.50	$7,086.00	$7,492.50
City #C4132-1	Corporation Stop, IP x COMP 1"	Each	550	$31,174.00	$34,166.00	$36,107.50
City #C4132-1-1/2	Corporation Stop, IP x COMP 1-1/2"	Each	1	$127.03	$139.20	$148.89
City #C4132-2	Corporation Stop, IP x COMP 2"	Each	100	$21,011.00	$23,023.00	$24,547.00
City #C4140-03/4	Corporation Stop, IP x MIP 3/4"	Each	1	$37.14	$40.72	$47.49
City #C4140-1	Corporation Stop, IP x MIP 1"	Each	1	$49.28	$54.02	$65.47
City #C4140-2	Corporation Stop, IP x MIP 2"	Each	1	$198.80	$217.85	$286.05
City #C3132-03/4	Coupling, COMP x FIP 3/4"	Each	80	$1,143.20	$1,232.00	$1,360.00
City #C3132-1	Coupling, COMP x FIP 1"	Each	20	$388.00	$417.80	$486.80
City #C3132-1-1/2	Coupling, COMP x FIP 1-1/2"	Each	1	$56.43	$60.73	$66.36
City #C3132-2	Coupling, COMP x FIP 2"	Each	25	$1,679.25	$1,808.00	$1,976.75
City #C3122-03/4	Coupling, COMP x MIP 3/4"	Each	100	$1,360.00	$1,464.00	$1,584.00
City #C3122-1	Coupling, COMP x MIP 1"	Each	200	$3,222.00	$3,466.00	$3,742.00
City #C3122-1-1/2	Coupling, COMP x MIP 1-1/2"	Each	1	$44.12	$47.48	$51.89
City #C3122-2	Coupling, COMP x MIP 2"	Each	30	$1,927.80	$2,075.70	$2,268.00
City #C3114-03/4	Coupling, COMP x COMP 3/4"	Each	120	$1,984.80	$2,139.60	$2,320.80
City #C3114-1	Coupling, COMP x COMP 1"	Each	80	$1,516.00	$1,631.20	$1,692.00
City #C3114-1-1/2	Coupling, COMP x COMP 1-1/2"	Each	1	$63.36	$68.24	$74.53
City #C3114-2	Coupling, COMP x COMP 2"	Each	18	$1,540.08	$1,657.98	$1,811.88

City #C6124-03/4	Curb Stop, FIP x FIP 3/4"	Each	1	$47.08	$50.24	$55.15
City #C6124-1	Curb Stop, FIP x FIP 1"	Each	1	$73.16	$78.09	$85.69
City #C6124-1-1/2	Curb Stop, FIP x FIP 1-1/2"	Each	1	$149.83	$159.90	$176.77
City #C6124-2	Curb Stop, FIP x FIP 2"	Each	1	$219.13	$233.86	$258.67
City #C6126-03/4	Curb Stop, COMP x FIP 3/4"	Each	140	$7,448.00	$7,947.80	$8,708.00
City #C6126-1	Curb Stop, COMP x FIP 1"	Each	30	$2,451.30	$2,615.40	$2,871.60
City #C6126-2	Curb Stop, COMP x FIP 2"	Each	25	$6,185.00	$6,600.25	$7,305.50
City #C6113-03/4	Curb Stop, COMP x COMP 03/4"	Each	225	$13,632.75	$14,546.25	$15,936.75
City #C6113-1	Curb Stop, COMP x COMP 1"	Each	500	$45,540.00	$48,605.00	$53,220.00
City #C6113-1-1/2	Curb Stop, COMP x COMP 1-1/2"	Each	1	$217.96	$232.59	$243.01
City #C6113-2	Curb Stop, COMP x COMP 2"	Each	90	$27,575.10	$29,428.20	$32,479.20
City #C3142-1x3/4	Reducer Coupling, COMP x COMP 1" x 3/4"	Each	40	$764.40	$828.80	$855.20
City #T1120-01x01x01	Tee, COMP x FIP 1" x 1" x 1"	Each	5	$203.75	$253.75	$312.10
City #T1120-02x02x01	Tee, COMP x FIP 2" x 2" x 1"	Each	10	$1,067.10	$2,033.80	$1,301.10
City #T1121-03/4x03/4x03/4	Tee, COMP x COMP 3/4" x 3/4" x 3/4"	Each	1	$39.85	$43.14	$44.55
City #T1121-1x1x1	Tee, COMP x COMP 1" x 1" x 1"	Each	5	$213.05	$230.85	$308.85
City #T1121-2x2x2	Tee, COMP x COMP 2" x 2" x 2"	Each	1	$231.96	$251.19	$282.81
1	Coupling, 3/4 COMP x 1" FIP Adapter	Each	1	$17.03	$18.33	$19.89

Sub total				**$211,561.67**	**$229,093.25**	**$247,216.57**
Product - Ball Valves ARO				30	21	15
City #V5221-1/2	Ball Valve, FNPT x FNPT 1/2"	Each	5	$147.25	$105.00	$149.15
City #V5221-1	Ball Valve, FNPT x FNPT 1"	Each	225	$13,758.75	$9,000.00	$13,477.50
City #V5221-1-1/2	Ball Valve, FNPT x FNPT 1-1/2"	Each	5	$654.95	$455.00	$615.80
City #V5221-2	Ball Valve, FNPT x FNPT 2"	Each	12	$1,873.80	$1,368.00	$1,768.68
City #V5221-3/4	Ball Valve, FNPT x FNPT 3/4"	Each	180	$8,740.80	$5,940.00	$8,488.80
Sub total				**$25,175.55**	**$16,868.00**	**$24,499.93**
Sub Total Extended				**$236,737.22**	**$245,961.25**	**$271,716.50**
			Sales Tax 9%	$21,306.35	$22,136.51	$24,454.49
			Total	$258,043.57	$268,097.76	$296,170.99

License Information:

New search Back to results

Entity name: CONSOLIDATED SUPPLY CO.

Business name: CONSOLIDATED SUPPLY CO.

Entity type: Profit Corporation

UBI #: 409-023-243

Business ID: 001

Location ID: 0001

Location: Active

Location address: 305 N LAKE RD
SPOKANE VALLEY WA 99212-0855

Mailing address: PO BOX 5788
PORTLAND OR 97228-5788

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	BUS2010-431			Active	Mar-31-2026	Jan-30-2019
Spokane General Business - Non-Resident	T12046862BUS			Active	Mar-31-2026	Oct-15-2012
Spokane Valley General Business	03124			Active	Mar-31-2026	Jul-30-2004

Owners and officers on file with the Department of Revenue

Owners and officers	Title
KRUMP, STEVE	
NEUPERT GORDON, KAROLYN	
NEUPERT-HOCKLEY, KARLA	
NEUPERT, KEVIN R	
PRESS, KRISTIN	

Registered Trade Names

Registered trade names	Status	First issued
CONSOLIDATED SUPPLY CO.	Active	Oct-20-2010
THE FIXTURE GALLERY	Active	Oct-20-2010

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 10/15/2025 3:50:18 PM

Contact us

How are we doing?
Take our survey!

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

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/20/2025

Committee Agenda type: Consent

Council Meeting Date: 11/10/2025

Date Rec'd	10/15/2025		
Clerk's File #	OPR 2025-0736		
Cross Ref #			
Project #			
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Bid #**	RFQ 6459-25
Contact Name/Phone	RAYLENE 509-625-7821	**Requisition #**	
Contact E-Mail	RGENNETT@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	WATER DEPARTMENT PURCHASE OF COPPER PIPE		

Agenda Wording

Purchase Additional 1" Copper Pipe for large developments that started in the 2025 season that will continue into 2026 season

Summary (Background)

On September 26th, 2025 Invitation for bids RFQ#6459-25 for additional 1" Copper Pipe was issued to 81 contacts via the city's electronic bidding portal in support of the 2025/2026 service season. Bids were due on October 9th 2025. Award of this business recommended to M&L Supply (Spokane, WA) being the low responsive, responsible bidder.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible.

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

N/A

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

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 251,386.80 Plus Tax
Current Year Cost	$ 251,386.80 Plus Tax
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Expense	$ 251,386.80 Plus Tax, Total 274,263.00	# 4100 42440 94340 56595 99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

4100 42440 94340 56595 99999

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	HOPKINS, LEON	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	BAIRD, CHRISTI		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Bill Maxwell wmaxwell@mlsupply.com	tprince@spokanecity.org
tlester@spokanecity.org	nrussell@spokanecity.org
rrpenaluna@spokanecity.org	lhopkins@spokanecity.org

Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	10-20-25
Submitting Department	Water & Hydroelectric Services
Contact Name	Raylene Gennett
Contact Email & Phone	rgennett@spokanecity.org 509-625-7821
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Water Department purchase of Copper Pipe
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	On September 26th, 2025 Invitation for bids RFQ#6459-25 for additional 1" Copper Pipe was issued to 81 contacts via the city's electronic bidding portal in support of the 2025/2026 service season. Bids were due on October 9th 2025. Award of this business recommended to M&L Supply (Spokane, WA) being the low responsive, responsible bidder. **Executive Summary:** Award of items competed on RFQ # 6459-25 for additional 1" Copper is to M&L Supply (Spokane, WA) being the low responsive bidder.

Fiscal Impact

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

Total Cost: $251,386.80 Plus Tax $22,876.20 Total $274,263.00

Current year cost: $274,263.00

Subsequent year(s) cost:

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

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

Specify funding source: 4100 42440 94340 56595 99999 Program revenue

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

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

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

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

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

affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible.

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
  N/A
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
  Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
  This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

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

RFQ #6459-25 Copper Pipe Products							
Reference Number	**Description**	**UOM**	**Quantity**	**M&L Supply Co. Inc**	**Ferguson Waterworks**	**Silver Bluemoon**	**Fluid Controls and Components, Inc.**
			ARO	**15 days**	**20 days**	14 days	**14 days**
City #P1100-1	1" - (350) 60' Rolls	Foot	21,000.00	$251,386.80	$251,790.00	$261,450.00	$296,100.00
Subtotal				$251,386.80	$251,790.00	$261,450.00	$296,100.00
Tax 9.1%				$22,876.20	$22,912.89	$23,791.95	$26,945.10
Total				$274,263.00	$274,702.89	$285,241.95	$323,045.10

M&L SUPPLY COMPANY
PLUMBING, HEATING & INDUSTRIAL DISTRIBUTORS

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

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

Subject: Qualifications for Supplying RFQ 6459-25 Copper Pipe Products under Contract with the City of Spokane

Dear Purchasing Division,

On behalf of **M&L Supply Company**, I am pleased to submit our qualifications for consideration in supplying **RFQ 6459-25 Copper Pipe Products** under contract with the City of Spokane. As a locally owned and operated wholesale plumbing distributor, we have proudly served the greater Spokane area and Inland Northwest for over **91 years**, providing municipalities, contractors, and businesses with high-quality products and dependable service.

M&L Supply Company offers the City of Spokane:

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

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

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

Thank you for your consideration. We look forward to the possibility of partnering with the City to ensure the timely and cost-effective supply of **RFQ 6459-25 Copper Pipe Products.** Please feel free to contact me directly at [(509) 535-4774] or [wandersen.sales@mlsupply.com] with any questions or to discuss our qualifications further.

Sincerely,

William Andersen
Sales Manager
M&L Supply Company

Bid Response Summary

Bid Number	RFQ 6459-25
Bid Title	Copper Pipe Products
Due Date	Thursday, October 9, 2025 12:30:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	M&L Supply Co. Inc
Submitted By	Richard Cofone - Thursday, October 9, 2025 6:24:07 AM [(UTC-08:00) Pacific Time (US & Canada)] rcofone@mlsupply.com 15095354774
Comments	

Question Responses

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

	1	*Award of contract or purchase, when made, will be to the Bidder whose Quote/Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A QUOTE/BID. Any order resulting from award will be submitted by Purchasing. Unsuccessful Bidders will not automatically be notified of Quote/Bid results.	I acknowedge and agree
General			
	1	Acceptable product makes/models, where specified, must be adhered to. In the absence of specified acceptable products, the listed technical specifications in each product category represent the minimum qualifications for acceptable product. The make/model of products bid may be required at bid submission; if so, the field will be indicated required on the 'Pricing' tab.	Understood and Agreed
	3	Quoted lead times will be considered in award determinations for each category and may supersede lowest unit cost. Where lead times are the same or similar, the lowest responsive, responsible bidder shall prevail.	Understood and Agreed
	4 WITHDRAWAL OF QUOTES	Bidders may withdraw Quote prior to the scheduled Quote due date and time. Unless otherwise specified, no Quotes may be withdrawn for a minimum of Sixty (60) calendar days after the due date.	I agree

	5	Successful bidder shall furnish standard warranty, State Warranty Here:	Warranty will be honored by the manufactuer - Ca Lee Industries. No warranty is offer by M&L Suppl Company. However, we will help facilitate any war claim with the mfg.
	6	State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.	Cambridge Lee Industries PO Box 744742, Atlanta GA. 30374 M&L Supply Company PO Box 13250, Spokane Wa. 99213
	7	Bidder must submit a cover letter stating qualifications for supplying specified product on contract with the City of Spokane. Upload letter here.	M&L Letter of Qualification.docx
Product - Pipe: Copper			
	1	All copper pipe must be Type K Soft and meet ASTM B88 standards.	Understood and Agreed
	2	All copper pipe must be delivered in the indicated roll length, individually boxed, single coiled, and on pallets with no more than 25 rolls per pallet for 1".	Understood and Agreed
	3	Rolls of copper pipe must *NOT* be double stacked on the delivery truck.	Understood and Agreed
	4	All rolls of copper pipe must be uniformly round throughout.	Understood and Agreed
	5	All copper pipe must be newly manufactured and shipped directly from the factory.	Understood and Agreed
	6	As this product is inventoried and consumed by the City in whole feet, additional fractions of feet on physical rolls delivered will be received by the City at no additional charge.	Understood and Agreed

	7	Supplier acknowledges delivery of all product in this category is requested "ASAP" unless otherwise specified and promises to deliver in full within the following number of business days ARO:	15
	7	Acceptable Manufacturers: Mueller Streamline; Cambridge-Lee only.	I acknowledge and agree
	8	Enter Which manufacturer (Mueller, Streamline or Cambridge-Lee) you are bidding	Cambridge Lee and or Mueller
Delivery			
	1	All freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point.	Understood and Agreed
	2	All product shall be ordered/delivered FOB: Destination to 914 E. North Foothills Dr. Spokane, WA 99207.	Understood and Agreed
	3	Partial deliveries shall be accepted and any delivery delays must be communicated to the City employee who placed the order *before* the anticipated delivery date. Supplier is responsible for ensuring all deliveries meet promised timelines and for any resulting expenses, such as expedited freight costs.	Understood and Agreed
	4	Individual items are to be packaged in separate boxes clearly marked as to the type and quantity of enclosed item. Boxed items are to be delivered on pallets.	Understood and Agreed

	5	Whenever possible, product shall be delivered on Tuesdays, Wednesdays, or Thursdays. When delivery dates are specified, the supplier shall make every possible effort to deliver on the requested date or at least on the preferred delivery days in the same week. If product with a specific delivery date will be delayed more than one (1) week, supplier shall be responsible for communicating an updated delivery date to the Purchaser.	Understood and Agreed
	6	The Purchaser's Warehouse is open for deliveries between the hours of 8:00am and 3:00pm on all regular business days (closed weekends).	Understood and Agreed
	7	Supplier acknowledges that delivery time shall be a consideration of awarding this business.	Yes
Additional Items			
	1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms, and conditions.	No
Payment Terms			
	1	Supplier agrees payment shall be made via direct deposit/ACH (except as provided by state law or if paid by credit card) according to net30 terms after receipt of goods ordered. A completed ACH application is required (if not already on file) before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediate make every effort to settle the disputed amount.	Understood and Agreed

	2	Supplier agrees to accept Visa credit card payment at no additional fee.	No
Sales Tax			
	1	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	Understood and Agreed
Proprietary Information/Public Disclosure			

	1	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 acknowledge and agree
Interlocal Purchase Agreements			

	1	The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. . The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.	I do not acknowledge and agree
Business Registration Requirement			
	1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.	Understood and Agreed
	2	Supplier's Business Registration No.	602885096
Polychlorinated Biphenyls (PCBs)			

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

	1	Submission of a bid constitutes acceptance of the Terms & Conditions of this request in accordance with the document so named in the 'Documents' tab.	Understood and Agreed

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment	Make/Model
Product - Pipe: Copper									
	City #P1100-1	1" - (350) 60' Rolls	Base	Foot	21,000.00	$11.9708	$251,386.80	350 ROLLS, 1"x60'	CAMBRIDGE LEE, K SOFT TUBING
Total Base Bid		$251,386.80							

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: May 16, 2025

Profit Corporation

Unified Business ID #: 602885096
Business ID #: 001
Location: 0001
Expires: Dec 31, 2025

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

UNEMPLOYMENT INSURANCE - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

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

Director, Department of Revenue

STATE OF WASHINGTON

UBI: 602885096 001 0001

Expires: Dec 31, 2025

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

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

Director, Department of Revenue

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/20/2025

Committee Agenda type: Consent

Council Meeting Date: 11/10/2025

Date Rec'd	10/15/2025
Clerk's File #	OPR 2025-0737
Cross Ref #	
Project #	

Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	ITB 6371-25
Contact Name/Phone	CHRIS AVERYT 625-6540	**Requisition #**	VB
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	VALUE BLANKET FOR THE PURCHASE OF MECHANICAL CRANE PARTS		

Agenda Wording

Five year value blanket award to Wemco, Inc. (Spokane, WA) for the as-needed purchase of mechanical crane parts for use at the Waste to Energy Facility from 12/1/2025 - 11/30/2030 and a total cost not to exceed $250,000.00 plus tax.

Summary (Background)

In the event of a crane failure, a readily available supply of replacement parts need to be on hand. On Sep. 29, 2025, bidding closed on ITB 6371-25 for these replacement parts. Two responses were received and Wemco, Inc. was the low cost bidder. The value blanket award would be for five years.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	
Total Cost	**$** 250,000.00
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

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

Amount		Budget Account
Expense	**$** 250,000.00	**#** 4490-44100-37148-53210-34002
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	Recurring

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

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

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

Bid Response Summary

Bid Number	ITB 6371-25
Bid Title	New Mechanical Spare Replacement Parts For Current Operating Refuse Crane System As Needed Over Five-Year Period
Due Date	Monday, September 29, 2025 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Wemco Inc.
Submitted By	Matt Humphrey - Monday, September 29, 2025 12:44:49 PM [(UTC-08:00) Pacific Time (US & Canada)] mhumphrey@wemcoinc.com 5092444773
Comments	

Question Responses

Group	Reference Number	Question	Response
BACKGROUND			
	#1	The City of Spokane, Solid Waste Disposal, Waste To Energy Facility (COS WTE), is located at 2900 S. Geiger Blvd, Spokane WA 99224-5400. COS WTEF operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require vendors to provide high service levels. COS WTEF is initiating this Invitation To Bid to solicit Bids from vendors who have a proven ability to provide spec'd New Mechanical Spare Replacement Parts, in regard to form, fit and function to enable non-altering installation to current crane systems being utilized by the WTEF, As-Needed Over Five (5) Year Period.	I acknowledge and I understand

	#2	COS WTEF has had two (2) 9-Ton, Top-Running Double Girder (TRDG) Bridge Cranes installed in June 2019. Manufacturer: Washington Equipment Manufacturing Company (WEMCO). Serial Number: 318005; WTEF Identification Number: 15-109-100, use location South Refuse Handling. Serial Number 318006; WTEF Identification Number 11-1090200, use location North Refuse Handling, installed by WEMCO.	I acknowledge and I understand
SUBMISSION OF BIDS			
	#1	Quote Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late quotes shall not be accepted.	I acknowledge and I understand
	#2	The City of Spokane is not responsible for quotes electronically submitted late. It is the responsibility of the Bidder to be sure the quote is electronically submitted sufficiently ahead of time to be received no later than the bid due date and time.	I acknowledge and I understand
	#3	All communication between the Bidder and the City upon receipt of this quote shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City of Spokane.	I acknowledge and I understand
INTERPRETATION			
	#1	If the Bidder discovers any errors, discrepancies or omissions in the quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the any resulting Value Blanket Order.	I acknowledge and I understand

WITHDRAWAL OF BIDS			
	#1	Bidders may withdrawal Quotes prior to the scheduled bid due date and time. Unless otherwise specified, no Quote may be withdrawn for a minimum of ninety (90) calendar days after the bid due date.	I acknowledge and I understand
EVALUATION OF BIDS			
	#1	Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. Any other information having a bearing on the decision to award Value Blanket Order.	I acknowledge and I understand
BIDDING ERRORS			
	#1	Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the tabulation of Quotes, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Quote.	I acknowledge and I understand
REJECTION OF BIDS			

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

	#1	Invoices must be submitted to Spokane Solid Waste Disposal within 30 days of a delivery. • All Invoices shall include Value Blanket Number, Quantity and Item Types Delivered, and all applicable Unit Pricing per Value Blanket, and Applicable Tax. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the delivered items and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all required support is provided. Invoices shall be emailed to mdorgan@spokanecity.org.	I acknowledge and I understand
TERMS AND CONDITIONS			
	#1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I do not agree and I do not acknowledge", include requested exception on separate page and title as "Exception to Terms and Conditions", and upload in response #1.1 below. The City will consider and determine if exception will be accepted.	I acknowledge and I understand
	#1.1	EXCEPTIONS: If you took exception above, upload here.	
	#2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	Certifies
PCB CERTIFICATION			

	#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes
	#2	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Don't Know
	#3	If so were PCBs found at a measurable level?	Don't Know
	#4	As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	Don't Know
	#5	If so attach the results or note from whom the results can be obtained.	
	#6	Do you have reason to believe the product contains measurable levels of PCBs?	No
	#7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
BIDDER INFORMATION			
	#1	Please indicate the appropriate point of contact (including phone number and email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Matt Humphrey (509)998-5985 mhumphrey@wemcoinc.com
ORGANIZATION			

	#1	Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Corporation, Washington
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT			
	#1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Bidder does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.	I acknowledge and I understand
	#2	City of Spokane Business Registration Number	T12002901BUS
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE			

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

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

	#1	Vendor (is ___, is not ___) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is
NON-COLLUSION			
	#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this RFQ	Certifies No Agreement Was Entered
ACCEPTANCE PERIOD			
	#1	Bidders must provide a minimum of ninety (90) calendar days for acceptance by the City from the Bid Due Date.	I acknowledge and I understand
TERM OF VALUE OF BLANKET ORDER			
	#1	Any Value Blanket Order resulting from this ITB will be for a five -year period, beginning December 1, 2025, and terminates on November 30, 2030. The Vendor's prices shall be firm throughout the first year, December 1, 2025 to November 30, 2026, unless due to extraordinary circumstances as documented by the Contractor and concurred with by the City, else annual pricing adjustments on the anniversary of the award with justification.	I acknowledge and I understand
GENERAL INSTRUCTIONS			
	#1	The items to be furnished by the Bidder on this Bid must be of the latest possible design and production.	I acknowledge and I understand

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

	#3	The omission of any standard feature described herein shall not void the bidder's responsibility to furnish a complete unit with all standard equipment of the manufacturer's latest model and design. Equipment to be furnished shall be new and unused.	I acknowledge and I understand
	#4	Successful bidder shall furnish standard warranty. State Warranty here:	Please see attachment
	#5	Federal and State laws governing this product and its final certification must be satisfied.	I acknowledge and I understand
	#6	It shall be the Supplier's responsibility to conform to all Federal Standards for certification.	I acknowledge and I understand
	#7	Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date as soon as possible after receipt of any order release against Value Blanket Order.	I acknowledge and I understand
	#8	If you took exception to above, explain in detail.	
TECHNICAL SPECIFICATIONS			
	#1	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Bid.	I acknowledge and I understand
	#2	Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality, and design in regard to form, fit and function to enable non-altering installation to current crane systems being utilized by the WTEF.	I acknowledge and I understand
	#2.1	Awarded Vendor would be responsible for providing item types as needed over a five-year period, listed on ITB 6371-25 Pricing Page, located in Document Tab.	I acknowledge and I understand
	#2.2	Any delivered item that does not meet specifications will not be accepted.	I acknowledge and I understand

	#3	If the product differs from the provisions contained herein, these differences must be explained in detail.	
	#4	Bidders must submit cover letters stating qualifications for supplying specified items to the City of Spokane. State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of valve. Upload Letter	Spare Parts Letter with Vendors - 6371-25.pdf
	#5	References: Bidder shall furnish names, addresses, telephone numbers, and email addresses of representatives of at least three companies/municipalities which have been continually using the product being bid for at least two years.	N/A. Parts are the Same as Originally Furnished. No changes in Part Number or Brand
	#6	As applicable, Safety Data Sheets must be included with Bid. Upload Here	
	#7	If you took exception to above, explain in detail.	
DELIVERY - F.O.B. Delivery Point			
	#1	Spokane Solid Waste Disposal, WTEF, Attn: Shipping and Receiving, 2900 S. Geiger Blvd, Spokane WA, 99224-5400.	I acknowledge and I understand
	#2	FREIGHT TRANSPORTATION CHARGES. Will be prepaid and add; and listed as a separate line item on invoices. The City reserves the right to request copies of all freight invoices incurred by vendor.	I acknowledge and I understand
	#3	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.	I acknowledge and I understand
	#4	If you took exception to any of the above, explain in detail.	
PRICING			

	#1	Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should --not-- be included in bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax	I acknowledge and I understand
	#2	Annual Quantities shown on “Pricing Page ITB 6371-25” are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing quotes on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.	I acknowledge and I understand
	#2.1	The Vendor’s prices shall be firm throughout the first year, December 1, 2025 to November 30, 2026, unless due to extraordinary circumstances as documented by the Contractor and concurred with by the City, else annual pricing adjustments on the anniversary of the award with justification.	I acknowledge and I understand
	#2.2 (Addendum 1 6-24-2025)	Bidder must complete and upload “Pricing Pages ITB 6371-25 (Addendum 1 6-24-2025)” located in Documents Tab“. Unit Pricing should not include freight or tax. Upload Here:	..ITB 6371-25 Pricing Page (Addendum 1 6-24-2025) - Final.pdf
	#3	Should it be realized, at a later point in time, that additional related replacement parts are needed that are not currently listed on the “Pricing Page ITB”, Vendor shall provide its pricing inclusive of percentage discount or markup that would be appliable at the future point in time(s) when it is realized additional related replacement parts are needed that are not currently listed on the pricing page.	I acknowledge and I understand

	#3.1	Vendor would be contracted to obtain current documented pricing reflecting vendor’s percentage discount or markup.	I acknowledge and I understand
	#4	Pricing Adjustments can be requested on the "anniversary of award" with justification support.	I acknowledge and I understand
	#4.1	Adjustments to pricing shall be the result of increases at the manufacturer's level, incurred after contract commencement date, shall not produce a higher profit margin than that on the original Value Blanket Order, clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to Spokane City sufficient to justify the requested increase. Spokane City will be the sole judge as to the acceptability of sources. Acceptance of a request will be at the sole discretion of Spokane City.	I acknowledge and I understand
	#4.2	Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Contractor and concurred with by the City.	I acknowledge and I understand
	#4.3	An approved price increase will become effective after the approval of the increase.	I acknowledge and I understand
	#4.4	Retroactive price increase adjustments will not be considered.	I acknowledge and I understand
	#4.5	Failure to reach agreement on a request for an increase in price(s) can, at the sole option of the City, result in the termination of the Value Blanket Order.	I acknowledge and I understand

	#5	During the term of the Value Blanket Order, should the Vendor realize any declines at the manufacturer's level, or cost reductions, or enter into pricing agreements with other customers providing greater benefits or lower pricing, the Vendor shall immediately request that an amendment to the Value Blanket Order to provide similar pricing to the City, if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. The Vendor shall immediately notify the City of any such contracts entered into by the Vendor. Price decreases may be considered and implemented at any time upon mutual consent of the parties.	I acknowledge and I understand
	#6	If you took exception to above, explain in detail.	
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD			
	#1	If you have additional information/documents to submit, upload them here.	Spare Parts Warranty Template.pdf
	#2	If you have additional information/documents to submit, upload them here.	Spare Parts Letter - 6371-25.pdf
	#3	If you have additional information/documents to submit, upload them here.	
	#4	If you have additional information/documents to submit, upload them here.	
	#5	If you have additional information/documents to submit, upload them here.	
	#6	If you have additional information/documents to submit, upload them here.	

5510 W. Thorpe Rd. | Spokane, WA 99224
(509) 244-4773 | Fax (509) 244-1962
www.wemcoinc.com

NEW EQUIPMENT PRODUCT WARRANTY

Washington Equipment Manufacturing Company Incorporated ("WEMCO Inc.") warrants to the original purchaser ("Purchaser"), **City of Spokane – Solid Waste** of new equipment products manufactured by WEMCO Inc, that Electrical Spare Parts on ITB 6371-25 will be free from defects in material and workmanship under normal intended use and service. The applicable warranty period for new equipment is: **1 year** from date of initial installation or commissioning. Purchaser may be entitled to the OEM's pass-through warranty (subject to any registration requirements) for any commercial components installed on the equipment.

No claims under this warranty shall be valid unless the Purchaser notifies WEMCO Inc., in writing, of the defect within thirty (30) days after such defect is first discovered, but in no event, after the expiration of the applicable warranty period. WEMCO Inc.'s sole obligation to the Purchaser is limited to the repair or replacement of any products or parts which WEMCO Inc., in its sole discretion, determines to be defective in materials or workmanship, at WEMCO Inc.'s option (replacement parts may be new or factory approved reconditioned parts, at WEMCO Inc.'s discretion). WEMCO Inc. may require the return of products or parts, freight charges prepaid by the Purchaser, to a facility designated by WEMCO Inc. for inspection and analysis. Reasonable surface freight charges and reasonable labor expenses incurred for approved warranty repairs during the applicable warranty period for the equipment will be reimbursed by WEMCO Inc.; however, transportation and labor charges covering any product or part returned which proves not to be defective shall be at Purchaser's expense. All defective parts removed from the equipment will become WEMCO Inc.'s property.

Warranty work must be performed by WEMCO Inc. or its designee.

WEMCO Inc.'s liability with respect to the equipment sold to Purchaser shall be limited to the warranty provided herein and in no event shall WEMCO Inc.'s maximum liability exceed the cost of furnishing a replacement for a defective product or part. WEMCO INC. SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR UNDER OTHER THEORIES OF LAW OR EQUITY, WITH RESPECT TO GOODS SOLD BY WEMCO INC., OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO. Without limiting the generality of the foregoing, WEMCO Inc. specifically disclaims any liability for property damages, penalties, special or punitive damages, damages for lost profits or revenues, down-time, lost good will, cost of capital, cost of substitute goods or services, or for any other types of economic loss, or for claims of Purchaser's customers or any third party for any such damages, costs or losses. WEMCO INC. SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL, INDIRECT AND CONTINGENT DAMAGES WHATSOEVER.

This warranty shall not apply to ordinary wear and tear; negligence; acts of God; vandalism; abuse; misuse; neglect; accident or causes beyond the reasonable control of WEMCO Inc., including without limitation fires, freezing, floods and other natural disasters; overloading; unauthorized altered, modified or changed
products or parts; products or parts which have not been properly installed, stored, operated or maintained or which have been improperly adjusted; normal wear and tear or the Purchaser's neglect, negligence or willful damage; any products or parts not provided by WEMCO Inc.; any products or parts which have been repaired outside of WEMCO Inc.'s repair facility unless authorized in writing by WEMCO Inc.; or damages caused by failure to follow the maintenance procedures outlined in the applicable owner's manual or in technical bulletins issued by WEMCO Inc.
Transferability: This warranty is personal to the Purchaser and may only be transferred or assigned with the prior written consent of WEMCO Inc. with a written distribution agreements then in effect.

THE ABOVE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES,EXPRESSORIMPLIED; ANDWEMCO INC.EXPRESSLYDISCLAIMSANDEXCLUDESANY IMPLIEDWARRANTYOFMERCHANTABILITYORFITNESSFORANYPARTICULAR PURPOSE,ANDANY WARRANTIESARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

PRICING PAGE

BID NO: ITB 6371-25 (Addendum 1, 6-24-2025)

BID NAME: New Mechanical Spare Replacement Parts For Current Operating Refuse Crane System As Needed Over Five-Year Period

The undersigned agrees to furnish the following items at the prices stated, subject to the conditions and requirements of this Bid.

MANUFACTURER	PART NUMBER	DESCRIPTION	Annual Estimat ed Qty More Or Less	Unit Price	Quoting Same (Yes / No)	Quoting Or-Equal	Lead Time For Delivery After Receipt of Order
Avtron	AV85A1CMT8YXP000	1024 PPR Encoder W/ Epic connector	1	$1,714.32	Yes		18-25 Bus. Days
Conductix-Wampfler	XA-11417X	Replacement Collector Shoe. 2 each per collector.	32	$109.14	Yes		5-10 Bus. Days
Crosby	1035036	Main Hoist Terminator Wedge Sockets	2	$551.00	Yes		5-10 Bus. Days
Crosby	1019668	Anchor Shackle, 50,000 lb	2	$558.00	Yes		5-10 Bus. Days
Dodge	P4B-S2-407RE / 070393	Main Hoist Pillow Block, 4.4375"	2	$2,696.58	Yes		5-10 Bus. Days
Dodge	P4B-S1-207LE / 070419	Aux Hoist Pillow Block, 2.4375"	2	$544.60	Yes		5-10 Bus. Days
Duratrack	A2878-2	Festoon Trolley Wheel Bearings	8	Not Available			
Duratrack	A2235-1	Festoon Trolley Wheel	8	Not Available			25-30 Bus. Days
Duratrack	BE6203-2	Festoon Tow Trolley Guide Wheel Bearing	4	Not Available			
Duratrack	B2163-1	Festoon Tow Trolley Guide Wheel	4	Not Available			25-30 Bus. Days
Duratrack	B2822-1	Festoon Main Wheel Assembly	4	$27.65	Yes		25-30 Bus. Days
Duratrack	B2822-25	Festoon Anti-Lift Wheel Assembly	4	$25.35	Yes		25-30 Bus. Days
Duratrack	A1101-1	Festoon Bumper Assembly	2	$21.88	Yes		25-30 Bus. Days
General Bearing	31462-88	Flanged ball bearing .375" x .8750" x .3438"	2	$15.62	Yes		
Gleason	GR03579105	Long Roller Assembly (Umbilical cable guide roller)	2	$221.08	Yes		35-45 Bus. Days
Gleason	GR015992	Complete roller guide assembly (Umbilical cable guide roller)	2	$1,104.00	Yes		35-45 Bus. Days
INA Shaeffler	SL045014-PP	Aux Hoist Lower Sheave Bearing, 70mm x 110mm x 54mm	2	$1,048.14	Yes		5-10 Bus. Days
INA Shaeffler	SL045018-D-PP	Main Lower Sheave Bearing, 90mm x140mm x 67mm	2	$1,814.49	Yes		5-10 Bus. Days
Konecranes	53111218	Lower Block Sheave Pulley, without bearing	2	$11,516.48	Yes		65-75 Bus. Days
Magnetek	143-40395	AV561024 PPR encoder w/ epic connector	1	$2,339.22	Yes		35-42 Bus. Days
Magnetek	111720	Mondel Brake Set	4	$1,180.00	Yes		35-42 Bus. Days
Magnetek	320420	Mondel 460V Brake Thruster	1	$6,434.40	Yes		35-42 Bus. Days
Magnetek	360481	Main Hoist Motor to Gearbox Coupling (Love Joy)	1	$1,029.86	Yes		35-42 Bus. Days
Malmedie	TTXs 4	Main Hoist Gearbox to Drum Coupling	1	$8,898.82	Yes		45-52 Bus. Days
Malmedie	TTXs 1.3	Aux Hoist to Drum Coupling	1	$5,458.82	Yes		45-52 Bus. Days
Malmedie	318005-M-4010 or TTXs 4	Main hoist gear box to drum coupling	1	$8,898.82	Yes		45-52 Bus. Days
Malmedie	3185005-M-7208 or TTXs 1.3	Aux hoist to drum coupling	1	$5,458.82	Yes		45-52 Bus. Days
McMaster-Carr	2868T261	Main Hoist Equalizer Weldment Bushings	4	$163.54	Yes		2-3 Bus. Days
McMaster-Carr	6381K58	Main Hoist Equalizer Bar Bushing	4	$32.51	Yes		2-3 Bus. Days
McMaster-Carr	58365K132	End Tie Link Bushings	10	$27.36	Yes		2-3 Bus. Days
McMaster-Carr	6436K27	End Tie Lock Collars	4	$33.89	Yes		2-3 Bus. Days
Mondel	10269.0	Complete main hoist brake	1	$5,877.60	Yes		45-52 Bus. Days
Osborn	97334	Aux Rope Guide Threaded V-Groove Track Roller	1	$82.52			5-10 Bus. Days
Pintsch Bubenezer	81-000594710214	SFB 16, brake disk hub, motor side, 38mm	1	$970.29	Yes		100-120 Bus. Days
Pintsch Bubenezer	81-000594710214	SFB 16, brake disk hub, gear box side, 42mm	1	$970.29	Yes		100-120 Bus. Days

Pintsch Bubenezer	81-VAL, SFB 16 coil body	SFB 16, 460V Brake coil	1	$2,095.54	Yes		90-100 Bus. Days
Pintsch Bubenezer	81-VAL, SFB 15 W/Hub	Complete aux hoist brake	1	$2,941.76	Yes		90-100 Bus. Days
SKF	54925	Bridge Wheel Lip Seal 5.5" x 6.25" x 0.50"	2	$59.82	Yes		5-10 Bus. Days
SKF	29867	Bridge Wheel Axle Seal 3.0" x 3.75" x 0.375"	2	$23.48	Yes		5-10 Bus. Days
SKF	22216	Bridge Wheel Bearing 80mm x 140mm x 33mm	2	$396.72	Yes		5-10 Bus. Days
SKF	47382	Trolley Wheel Seal, 4.75" x 5.751" x 0.50"	2	$92.42	Yes		5-10 Bus. Days
SKF	23770	Trolley Drive Axle Seal, 2.375" x 3.50" x 0.375"	2	$22.87	Yes		5-10 Bus. Days
SKF	22213	Trolley Wheel Bearing, 65mm x 120mm x 31mm	2	$285.01	Yes		5-10 Bus. Days
Sumitomo	PHD9085P3-LL-25	Main Hoist Gearbox Bearing and Seal Kit, Paramax 9085 Gearbox	1	$13,311.47	Yes		35-45 Bus. Days
Sumitomo	LHUXS-4B145L-Y1-39	Trolley Gearbox 998Z-PA247338 Bearing and seal kit	1	$4,042.38	Yes		35-45 Bus. Days
Sumitomo	998Z-PA247354	Rebuild Kit for BBB4 Cyclo Gearmotors	1	$5,712.08	Yes		35-45 Bus. Days
Sumitomo	998Z-PA247338	Rebuild Kit for BBB4 Cyclo Gearmotors	1	$4,042.38	Yes		35-45 Bus. Days
Sumitomo	LHUJS-4D185L-Y-35.	998Z-PA247354 Bearing and seal kit	1	$5,712.08	Yes		35-45 Bus. Days
Sumitomo	Part #GF C-IVM2-15	Bridge Drive TENV Motor W/ brake	1	$24,275.09	Yes		100-120 Bus. Days
Sumitomo	PHD9085P3-LL-25	bearing and seal kit	1	$13,311.47	Yes		35-45 Bus. Days
Sumitomo	Part # GFC-LVM2-7.5	Trolley drive TENV Motor W/ brake	1	$17,231.03	Yes		100-120 Bus. Days
Should it be realized, at a later point in time, that additional related replacement parts are needed that are not currently listed on the "Pricing Page ITB", Vendor shall provide its pricing inclusive of percentage discount or markup that would be appliable at the future point in time(s) when it is realized additional related replacement parts are needed that are not currently listed on the pricing page.			Bidder Must Select One Option From Below				
			I acknowledge and I agree: 20% Markup; MLH, 9-29-25			I do NOT acknowledge and I do NOT agree	

Payment Terms: Net 30 days

Vendor Name: WEMCO Inc.

Signature: Matthew L Humphrey

By: Matthew L Humphrey

(Type or Print)

Title: Field Service Manager

Phone: (509)998-5985

Date: 9/29/2025

Please indicate person to be contacted by the City concerning item(s) being bid:

NAME: Matt Humphrey TELEPHONE: (509)998-5985

WEMCO
WASHINGTON EQUIPMENT MANUFACTURING COMPANY
WE MANUFACTURE PRODUCTIVITY
SPOKANE, WASHINGTON

www.wemcoinc.com | (509) 244-4773 | Fax (509) 244-1962

9/29/2025

Purchasing Department

City of Spokane WTE Facility
2900 S Geiger Blvd.
Spokane, WA 99224

To whom it may concern,

WEMCO is uniquely qualified to supply the City with the replacement parts requested on ITB 6371-25 as we are the original OEM for the two cranes these spare parts are for. WEMCO only sources our parts from the original manufacturers so quality, fit, finish, OEM compatibility, and warranty are all maintained.

Thank you,

Matt Humphrey
Part Sales & Service Coordinator
WEMCO, Inc.

WEMCO
WASHINGTON EQUIPMENT MANUFACTURING COMPANY
WE MANUFACTURE PRODUCTIVITY
SPOKANE, WASHINGTON

www.wemcoinc.com | (509) 244-4773 | Fax (509) 244-1962

9/29/2025

Purchasing Department

City of Spokane WTE Facility
2900 S Geiger Blvd.
Spokane, WA 99224

To whom it may concern,

WEMCO is uniquely qualified to supply the City with the replacement parts requested on ITB 6371-25 as we are the original OEM for the two cranes these spare parts are for. WEMCO only sources our parts from the original manufacturers so quality, fit, finish, OEM compatibility, and warranty are all maintained.

OEM Parts Providers:
Duratrack, Inc., 1905 S Mt. Prospect Rd., Des Plaines, IL 60018
Gleeson Reel (Hubbell Incorporated), 40 Waterview Drive Shelton, CN USA 06484-1000
Kito Crosby USA, 2023 Exchange Dr., Arlington, TX 76011
Konecranes, Inc., 4401 Gateway BLVD, Springfield, OH 45502
Magnetek, N49 W13650 Campbell Drive, Menomonee Falls, WI 53051
Malmedie Antrienstechnik GMBH, Dycker Fled 28, D-42653 Solingen
Marathon Motors, 100 East Randolph Street, Wausau, WI 54401
Nidec-Avtron, Brooklyn Heights, OH 44131
Dellner Bubenzer (Pintsch Bubenzer), 20026 Hickory Twig Way, Spring, TX 77388

Suppliers:
BDI – Spokane, 5425 East Trent Ave., Spokane, WA 99212
Magnetek, N49 W13650 Campbell Drive, Menomonee Falls, WI 53051
West Coast Wire Rope, 6500 East Trent, Spokane Valley, WA 99212

Thank you,

Matthew J Humphrey

Matt Humphrey
Part Sales & Service Coordinator
WEMCO, Inc.

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: WASHINGTON EQUIPMENT MANUFACTURING COMPANY, INC.

Business name: WASHINGTON EQUIPMENT MANUFACTURING COMPANY, INC.

Entity type: Profit Corporation

UBI #: 601-174-038

Business ID: 001

Location ID: 0001

Location: Active

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

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

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Moses Lake General Business - Non-Resident	BUS2020-0349			Active	Apr-30-2026	May-18-2020
Spokane General Business - Non-Resident	T12003901BUS			Active	Apr-30-2026	Oct-15-2012

Owners and officers on file with the Department of Revenue

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

Registered Trade Names

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

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

Contact us

How are we doing?
Take our survey!

Don't see what you expected?

Check if your browser is supported

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/20/2025

Committee Agenda type: Consent

Council Meeting Date: 11/10/2025

Date Rec'd	10/14/2025		
Clerk's File #	OPR 2025-0738		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	ITB 6391-25
Contact Name/Phone	CHRIS AVERYT 625-6540	**Requisition #**	VB
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	VALUE BLANKET FOR THE PURCHASE OF FABRIC FILTER BAGS		

Agenda Wording

Five year value blanket award to Micronics Engineered Filtration Group, Inc. (Chattanooga, TN) for the as-needed purchase of fabric filter bags for the Waste to Energy Facility from 12/1/2025 - 11/30/2030 and a total cost not to exceed $800,000.00 plus tax.

Summary (Background)

The Waste to Energy Facility uses fabric filter bags to remove fine particulate from the air prior to discharge. These bags require replacement every 4-5 years or as they become worn. On Sept. 29, 2025, bidding closed on IRB 6391-25 for the as-needed purchase of these fabric filter bags and Micronics Engineered Filtration Group was the only responsive and responsible bid received. The resulting value blanket would be for five years.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 800,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This is a capital repair and maintenance supply expense that is planned for annually in the Solid Waste Disposal budget and Capital Plan.

Amount		Budget Account
Expense	$ 400,000.00	# 4490-44900-37145-54803-19030 (baghouse #1)
Expense	$ 400,000.00	# 4490-44900-37145-54803-19031 (baghouse #2)
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	Recurring

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

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

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

Bid Response Summary

Bid Number	ITB 6391-25
Bid Title	Bag House Fabric Filter Tapered Bags, As Needed Over Five-Year Period
Due Date	Monday, September 29, 2025 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Micronics Engineered Filtration Group
Submitted By	Alison Tilling - Saturday, September 27, 2025 11:51:53 AM [(UTC-08:00) Pacific Time (US & Canada)] alison.tilling@micronicsinc.com
Comments	

Question Responses

Group	Reference Number	Question	Response
BACKGROUND			
	#1	The City of Spokane, Solid Waste Disposal, Waste To Energy Facility (COS WTE), is located at 2900 S. Geiger Blvd, Spokane WA 99224-5400. COS WTEF operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require vendors to provide high service levels. COS WTEF is initiating this Invitation To Bid to solicit Bids from vendors who have a proven ability to provide spec'd Bag House Fabric Filter Tapered Bags, As Needed Over Five-Year Period.	I acknowledge and I understand

	The COS WTEF utilizes two Babcock and Wilcox refuse fired boiler units each operating at 850 psig 825 F producing up to 114000 lbs/hr of steam per hour. The flue gas flows up from the furnace and thru a 33 pendant wide 20 tube deep super heater before entering a long flow generating bank. From the generator the flue gas flows thru a two unit Kentube horizontal tube economizer. Upon exiting the economizer the gas then flows down thru a seven story high spray dyer absorber before entering the fabric filter bag houses.	
#2		I acknowledge and I understand
	Each of the two boiler units has its own dedicated fabric filter bag house. Boiler Unit 1's dedicated fabric filter bag house is tentatively scheduled to undergo a complete bag change out in 2029, requiring 1710 fabric filter bags. Boiler Unit 2's . dedicated fabric filter bag house is tentatively scheduled to undergo a complete bag change out in 2030, requiring 1710 fabric filter bags.	
#3		I acknowledge and I understand
	During the resulting five-year value blanket order, which as needed orders would be placed against, the COS WTEF would place as needed smaller quantity orders quantities to enable replacement of bags as needed, therefore, Vendors are to provide tier-order-quantity pricing as noted on ITB 6391-25 Pricing Page.	
#3.1		I acknowledge and I understand

	#4	Historical order placement for fabric filter bags from year 2024 through 2019: Order was placed 6/13/23 for 1,710 bags; Order was placed 7/21/2022 for 200 bags; Order was placed 1/3/22 for 1,710 bags; Order was placed 1/5/21 for 1,710 bags; Order was placed 1/6/2020 for 276 bags; Order was placed 7/1/2019 for 150 bags	I acknowledge and I understand
SUBMISSION OF BIDS			
	#1	Bids shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late quotes shall not be accepted.	I acknowledge and I understand
	#2	The City of Spokane is not responsible for quotes electronically submitted late. It is the responsibility of the Bidder to be sure the quote is electronically submitted sufficiently ahead of time to be received no later than the bid due date and time.	I acknowledge and I understand
	#3	All communication between the Bidder and the City upon receipt of this quote shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City of Spokane.	I acknowledge and I understand
INTERPRETATION			
	#1	If the Bidder discovers any errors, discrepancies or omissions in the quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the any resulting Value Blanket Order.	I acknowledge and I understand
WITHDRAWAL OF BIDS			

	#1	Bidders may withdrawal Bids prior to the scheduled bid due date and time. Unless otherwise specified, no Quote may be withdrawn for a minimum of ninety (90) calendar days after the bid due date.	I acknowledge and I understand
EVALUATION OF BIDS			
	#1	Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. Any other information having a bearing on the decision to award Value Blanket Order.	I acknowledge and I understand
BIDDING ERRORS			
	#1	Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the tabulation of Bids, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of its Bid.	I acknowledge and I understand

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

	#1	Invoices must be submitted to Spokane Solid Waste Disposal within 30 days of a delivery. • All Invoices shall include Value Blanket Number, Quantity Delivered, and all applicable Unit Pricing per Value Blanket, and Applicable Tax. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the delivered items and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all required support is provided. Invoices shall be emailed to mdorgan@spokanecity.org.	I acknowledge and I understand
TERMS AND CONDITIONS			
	#1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I do not agree and I do not acknowledge", include requested exception on separate page and title as "Exception to Terms and Conditions", and upload in response #1.1 below. The City will consider and determine if exception will be accepted.	I do not acknowledge and I do not understand
	#1.1	EXCEPTIONS TO TERMS AND CONDIITIONS: If you took exception above, upload here.	CityofSpokaneT&C Micronics Redline.pdf
	#2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	Certifies
PCB CERTIFICATION			

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

	#1	Please indicate the appropriate point of contact (including phone number and email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Ash Howard-White, Inside Sales Rep. 1-423-417-8037 ashley.howard@micronicsinc.com As backup and in full copy for all communication Paul Shroyer, Regional Sales Manager 1-832-928-4540 paul.shroyer@micronicsinc.com
ORGANIZATION			
	#1	Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Corporation
REGISTERED CONTRACTOR.			
	#1	The Contractor must be registered with the Washington Department of Revenue at the time of Bid submittal having an active Washington Unified Business Identification Number (WA UBI). The Contractor shall be responsible for contacting the State of Washington Business License Services at https://dor.wa.gov or 1-360-705-6741 to obtain a WA UBI business registration.	I acknowledge and I understand
	#2	Enter WASHINGTON UNIFIED BUSINESS IDENTIFICATION NUMBER (WA UBI) here:	605 362 249
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT			

	#1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. If the Contractor does not believe it is required to obtain “Spokane Endorsement” it may contact the City’s Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.	I acknowledge and I understand
	#2	Enter CITY OF SPOKANE BUINESS REGISTRATION LICENCE NUMBER here:	605 362 249
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE			

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

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

	#1	Vendor (is ___, is not ___) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is Not
NON-COLLUSION			
	#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this RFQ	Certifies No Agreement Was Entered
ACCEPTANCE PERIOD			
	#1	Bidders must provide a minimum of ninety (90) calendar days for acceptance by the City from the Bid Due Date.	I acknowledge and I understand
TERM OF VALUE OF BLANKET ORDER			
	#1	Any Value Blanket Order resulting from this ITB will be for a five -year period, beginning DECEMBER 1, 2025, and terminate on NOVERMBER 30, 2030. Vendor's prices shall be firm throughout the first -three-months of resulting Value Blanket Order, December 1, 2025 to February 28, 2026, unless due to extraordinary circumstances as documented by the Contractor and concurred with by the City.	I acknowledge and I understand
GENERAL INSTRUCTIONS			

	#1	The items to be furnished by the Bidder on this Bid must be of the latest possible design and production.	I acknowledge and I understand
	#2	Time is of the essence in the performance of this contract.	I acknowledge and I understand
	#3	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	I acknowledge and I understand
	#4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Bid in a manner that is most advantageous to the continued efficient operation of the City.	I acknowledge and I understand
	#5	The City reserves the right to accept or reject any part of or all Bids and to accept the Bid(s) deemed to be in the best interest of the City.	I acknowledge and I understand
	#6	The City may choose from more than one vendor. The City of Spokane reserves the option of awarding by type or grouping, or by any manner most advantageous for the City.	I acknowledge and I understand
	#7	Bidder should be aware that Bid may be rejected if all questions are not completely and correctly answered.	I acknowledge and I understand
SPECIAL INSTRUCTIONS - GENERAL			
	#1	If the products differ from the provisions contained herein, these differences must be explained in detail.	I acknowledge and I understand

	#2	Vendors found to have “overstated” the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I acknowledge and I understand
	#3	The omission of any standard feature described herein shall not void the bidder’s responsibility to furnish a complete unit with all standard equipment of the manufacturer’s latest model and design. Equipment to be furnished shall be new and unused.	I acknowledge and I understand
	#4	Successful bidder shall furnish standard warranty. State Warranty here:	12 mos. Material and Workmanship upon installation and not beyond 18 mos. from delivery. See included warranty statement and limitations in Cover and Technical submittal, Clarifications page.
	#5	Federal and State laws governing this product and its final certification must be satisfied.	I acknowledge and I understand
	#6	It shall be the Supplier’s responsibility to conform to all Federal Standards for certification.	I acknowledge and I understand
	#7	Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date as soon as possible after receipt of any order release against Value Blanket Order.	I acknowledge and I understand
	#8	If you took exception to above, explain in detail.	
TECHNICAL SPECIFICATIONS			

	#1	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Bid.	I acknowledge and I understand
	#2	Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality, and design in regard to form, fit and function.	I acknowledge and I understand
	#2.1	Awarded Vendor would be responsible for providing Bag House Fabric Filter Tapered Bags meeting the below listed specifications as needed over a five year period.	I acknowledge and I understand
	#2.1.1	Fabric filter bags quoted must be of one of the three specified types from listed vendors: Micronics Engineered Filtration Group Ind (formerly National Filter Media); United Process Control, Inc; or W. L. Gore & Associates, Inc. If requested vendor must provide sample bag within two weeks upon request.	I acknowledge and I understand
	#2.1.1.1	The purpose of these specifications are to provide the City of Spokane Solid Waste Disposal, Waste To Energy Facility (WTEF) with fabric filter bags of approved specs to ensure WTEF maintains environmental compliance.	I acknowledge and I understand
	#2.1.1.2	The purpose of these specifications are to ensure bags properly fit existing tapered bag cages without excess slack; as slack would result in bags flapping on cages resulting in shorten lifespan. A cage will be provided to the successful bidder to ensure the bags correctly fit.	I acknowledge and I understand

#2.1.2.1	Micronics Engineered Filtration Group Ind (formerly National Filter Media): Part Number 0505171-130-115-000. 5.730 X 155.125; 3” Snap Ring Cuff; Band sits away from end of bag – special 3” Wide Flat Gasket on Snap Ring; 1” hem with 3” Tubes Felt Wearstrip; Wearstip constructed of 16oz PTFE Felt; 2 Ply Disc Closure - Inner disc same material as bag Body - Outer disc 16oz PTFE Felt; 3N Fell Seam; PTFE thread; Fabricated out of 16oz Woven Fiberglass PTFE Finished With ePTEF membrane.	I acknowledge and I understand
#2.1.2.2	United Process Control, Inc.: 6.25” dia x 155” Long; 3” Long, snap ring top cuff; Double Disc bottom (16oz. / sq. yr. fiberglass w/ PTFE Teflon B Finish); 3” Long Wear Strip (PTFE Felt); Rastex Sewing Thread; 16.0 ox / sq. yd. Fiberglass with PTFE Teflon B Finish; Donaldson / Textratex ePTFE membrane rolling stock (Membrane will be applied by Donaldson Co.); Weave pattern Modified Twill; Thread count 48 x 30; Warp yarn: 37 1/0 filament; Fill yarn: 75 1/3 texturized; Permeability: base Fabric = 20-50 CFM / ft2; w/membrane – 3-6 CFM / ft2; Mullen Burst: 600 PSI; Tensile Strength Warp = 475 lbs / inch; Tensile strength fill = 300 lbs / inch.	I acknowledge and I understand
#2.1.2.3	W. L. Gore & Associates, Inc: Gore Part Number 32WH37131T4 (Item Number KTA-3227); Gore High (registered) High Durability Filter Bags, Fiberglass Fabric Coated; with Polytetrafluoroethylene, 570 g/m2, 16.8 oz/yd2 for industrial use only; Filter Bag Design and Dimensions: Nominal: 145.5mm Dia. X 3940mm OAL.	I acknowledge and I understand

	#2.1.3	If the product differs from the provisions contained herein, these differences must be explained in detail.	I acknowledge and I understand
	#2.2	Bidder must upload specs of what is being bid. Upload specs here.	I acknowledge and I understand
	#2.2.1	ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER: State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.	Micronics Engineered Filtration Group, Inc. 1201 Riverfront Parkway, Suite A Chattanooga, TN 37402 Part number: 0505171-130-115-000
	#2.2.2	The Vendor must be an authorized factory dealer for the area including the City of Spokane; or provide satisfactory proof by the manufacturer that as needed requirements over a five year period will be provided.	I acknowledge and I understand
	#2.2.3	Bidders must submit cover letters stating qualifications for supplying specified product as needed on over a five year period for COS WTEF. Upload Letter Here.	Cleanova.Micronics Cover Letter & Technical City of Spokane.pdf
	#2.2.3.1	The City of Spokane reserves the right to request samples of the quote items, before award, and to have the final say. If requested vendor must provide sample bag within two weeks upon request.	I acknowledge and I understand
	#2.2.3.2	If vendor needs sample cage to be able to provide sample bag within two weeks, it must provide Freight Account Code, and Address to where cage should be sent. Vendor will be responsible for return of cage to WTEF upon request.	I acknowledge and I understand
	#2.2.4	References: Bidder shall furnish names, addresses, telephone numbers, and email addresses of representatives of at least three companies/municipalities which have been continually using the product being bid for at least two years.	Please see attached Micronics Cover and Technical Bid Submittal

	#2.3	Bidders found to have “overstated” the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I acknowledge and I understand
	#2.4	Any Fabric Filter Bags delivered that does not meet specifications will not be acceptable. If the bidder’s product is unsatisfactory but was inadvertently placed into the facilities system prior to rejection and subsequently causes physical damage or extra cleanup labor, the City will be reimbursed for any associated costs, and at the City’s option, a new supplier will be used. Any equipment damage, down time, labor charges, fines, or any other costs caused by material that does not meet specifications or was not delivered on time, will be assumed by the Vendor.	I do not acknowledge and I do not understand
	#3	As applicable, Safety Data Sheets must be included with Bid. Upload Here	
	#4	If you took exception to any of the above, explain in detail.	Please see Micronics Cover & Technical Bid Submittal, Warranty, Clarifications page.
DELIVERY - F.O.B. Delivery Point			
	#1	Spokane Solid Waste Disposal, WTEF, Attn: Shipping and Receiving, 2900 S. Geiger Blvd, Spokane WA, 99224-5400.	I acknowledge and I understand
	#2	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.	I acknowledge and I understand
	#5	If you took exception to any of the above, explain in detail.	

PRICING			
	#1	Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should --not-- be included in bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax	I acknowledge and I understand
	#2	FREIGHT TRANSPORTATION CHARGES. Will be prepaid and add; and listed as a separate line item on invoices. The City reserves the right to request copies of all freight invoices incurred by vendor.	I acknowledge and I understand
	#2.1	FREIGHT TRANSPORTATION CHARGES. A freight bill must support all freight charges included on an invoice.	I acknowledge and I understand
	#2.2	No charges will be allowed for handling, including but not limited to packing, wrapping, bags, containers, unless otherwise stated herein.	Agreed
	#3	Tier Order Quantities shown on “Pricing Page ITB 6391-25” are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing quotes on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.	I acknowledge and I understand

#3.1	Vendor’s prices shall be firm throughout the first -three-months of resulting Value Blanket Order, December 1, 2025 to February 28, 2026, unless due to extraordinary circumstances as documented by the Contractor and concurred with by the City.	I acknowledge and I understand
#3.2	Bidder must complete and upload “Pricing Page ITB 6391-25” located in Documents Tab“. Upload Here:	Micronics City of Spokane - ITB 6391-25 Pricing Page Final Version.pdf
#4	PRICING ADJUSTEMENTS: Due to the volatility of commodity, after the initial three-month-period, for the remainder of the resulting five-year value blanket order, the COS WTEF would be responsible for contracting to Vendor to obtain Vendor’s current pricing “and” pricing support, should there be a change in unit pricing, based on the future point in time that COS WTEF would place an order(s).	I acknowledge and I understand
#4.1	Adjustments to pricing shall be the result of increases at the manufacturer's level, incurred after contract commencement date, shall not produce a higher profit margin than that on the original Value Blanket Order, clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to COS WTEF sufficient to justify the requested increase. Back-up documentation may include the United States published indices such as the Producer Price Index (PPI), or other government data, may be referenced to help substantiate the Vendor’s documentation. COS WTEF will be the sole judge as to the acceptability of sources. Acceptance of a request will be at the sole discretion of COS WTEF.	I acknowledge and I understand

	#4.2	Failure to reach agreement on a request for an increase in price(s) can, at the sole option of the City, result in the termination of the Value Blanket Order.	I acknowledge and I understand
	#4.3	An approved price increase will become effective after the approval of the increase.	I acknowledge and I understand
	#4.4	Retroactive price increase adjustments will not be considered.	I acknowledge and I understand
	#5	During the term of the Value Blanket Order, should the Vendor realize any declines at the manufacturer's level, or cost reductions, or enter into pricing agreements with other customers providing greater benefits or lower pricing, the Vendor shall immediately request that an amendment to the Value Blanket Order to provide similar pricing to the City, if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. The Vendor shall immediately notify the City of any such contracts entered into by the Vendor. Price decreases may be considered and implemented at any time upon mutual consent of the parties.	I acknowledge and I understand
	#6	If you took exception to above, explain in detail.	
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD			
	#1	If you have additional information/documents to submit, upload them here.	
	#2	If you have additional information/documents to submit, upload them here.	

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

	Order Qty	Unit Price Per Bag Based On Order Qty	Estimated Freight Cost Based On Order Qty	Lead Time For Delivery at COS WTEF after Receipt of Order	Manufacturer and Item Bid
State Minimum Order Qty Per Order		50	$ 618.00	6-8 weeks, ARO	0505171-130-115-000
Order Quantity	150	$ 123.87	$ 928.00	6-8 weeks, ARO	0505171-130-115-000
Order Qty	151 - 500	$ 123.87	$ 1532.00	6-8 weeks, ARO	0505171-130-115-000
Order Qty	500 - 1000	$ 123.87	$ 2486.78	6-8 weeks, ARO	0505171-130-115-000
Order Qty	1000 - 2000	$ 123.87	$ 4704.50	6-8 weeks, ARO	0505171-130-115-000
Order Qty	2001 - 3000	$ 123.87	$ 10,989.00	6-8 weeks, ARO	0505171-130-115-000
Order Qty	30001 -3500	$ 123.87	$ 10,989.00	6-8 weeks, ARO	0505171-130-115-000

ADDENDA. Bidder acknowledges receipt of __0_____ addenda and agrees that their requirements have been included in this bid proposal.

Vendor's Name and the Individual's Name, Email, and Phone Number submitting this bid response:

Micronics Engineered Filtration Group, Inc.
Ash Howard White
Cell: 423-417-8037
ashley.howard@micronicsinc.com

Any other cost that could be incurred not listed above. No other costs will be allowed later if not listed on pricing page:

Rinderle, Rick

From: Paul Shroyer <Paul.Shroyer@micronicsinc.com>
Sent: Wednesday, October 1, 2025 6:43 AM
To: Rinderle, Rick; Ash Howard-White
Cc: Alison Tilling
Subject: Re: ITB 6391-25 --City of Spokane Seeks Feedback

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Rick,

Thank you for your message regarding Micronics Engineered Filtration Group's response to ITB 6391-25.

We appreciate the opportunity to clarify our position. After internal review, Micronics Engineered Filtration Group is **willing to rescind the exemption** regarding jurisdiction and **accept that any resulting contract agreement shall be governed by the laws of the State of Washington**, as requested.

Please consider this email as our formal confirmation, and feel free to attach it to our bid response.

Should you require any additional documentation or clarification, please don't hesitate to reach out.

Respectfully,

Cleanova MICRONICS

Paul Shroyer | Regional Sales Manager
Micronics Engineered Filtration Group
1201 Riverfront Pkwy, Suite A, Chattanooga, TN 37402 USA
Cell: 832-928-4540 | Office: +1 423-417-8007
Paul.Shroyer@micronicsinc.com
www.micronicsinc.com
www.cleanova.com

Air Filtration | Liquid Filtration | Filter Media | Service | Filtration Equipment | Parts

---

From: Rinderle, Rick <rrinderle@spokanecity.org>
Sent: Tuesday, September 30, 2025 4:42 PM

To: Paul Shroyer <Paul.Shroyer@micronicsinc.com>; Ash Howard-White <ashley.howard@micronicsinc.com>
Cc: Rinderle, Rick <rrinderle@spokanecity.org>
Subject: ITB 6391-25 --City of Spokane Seeks Feedback

External Email
This message originated from outside the Cleanova organization. Verify the sender, and treat this message with caution.
- Cleanova IT Dept.

Ashley Howard
1 423 417 8037
Ashley.howard@micronicsinc.com

Paul Shroyer:
1 8320928-4540
Paul.shroyer@micronicsinc.com

Hello Ashley / Paul:

Regarding Micronics Engineered Filtration Group attached ITB 6391-25 response, will you kindly respond advising if Micronics Engineered Filtration Group is willing to rescind their exemption that any contract agreement shall be under the laws of Tennessee, and accept the State of Washington?

Below depiction was extracted from attached bid response.

4. **CONTRACT DISPUTES**
Any contract agreement shall be performed under the laws of the State of **Tennessee** ~~Washington.~~ Any litigation to enforce such agreement or any of its provisions shall be brought in Spokane County, Washington.

Your response will be attached to bid response.

Respectfully, awaiting feedback by Oct 3, 2025.

Rick Rinderle | city of Spokane | Purchasing Specialist
PHONE 509 625 6527 | rrinderle@spokanecity.org | spokanecity.org
Emails and attachments sent to or from the City, including personal information, are presumptively public records that are subject to disclosure. – Chapter 42.56 RCW.

STANDARD TERMS AND CONDITIONS

1. PATENTS, TRADEMARKS AND COPYRIGHTS
The Vendor warrants the items to be furnished do not infringe any patent, registered trademark or copyright, and agrees to hold Purchaser harmless in the event of any infringement or claim thereof.

2. TITLE
The Vendor warrants that the items to be furnished are free and clear of all liens and encumbrances and that the Vendor has good and marketable title to same.

3. COMPLIANCE WITH LAWS
The Vendor shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof.

4. CONTRACT DISPUTES
Any contract agreement shall be performed under the laws of the State of **Tennessee** ~~Washington.~~ Any litigation to enforce such agreement or any of its provisions shall be brought in Spokane County, Washington.

5. OVERCHARGES
The Vendor assigns to the Purchaser any claims for anti-trust violations or overcharges relating to items purchased in filling the Purchaser's orders. The Vendor warrants that its suppliers will also assign any such claims.

6. WARRANTIES
The Vendor warrants that the items furnished will conform to its description and any applicable specifications, shall be of good merchantable quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee by Vendor to the Purchaser.

7. UNIFORM COMMERCIAL CODE
The Uniform Commercial Code (UCC), as effective in Washington State, RCW Title 62A, shall determine the rights and duties of the Vendor and the Purchaser.

8. 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 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.

9. SAVE HARMLESS
Vendor shall protect, indemnify and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or sub-contractors, howsoever caused.

10. TAXES

- FEDERAL. The Purchaser is exempt from federal excise taxes. Exemption certificates will be furnished on request.

- SALES TAX. The City of Spokane is required to pay Washington State Sales/Use Tax on all purchases. All bidders whether inside or outside the State of Washington shall show the tax rate applicable to this quote. All taxes payable by the City of Spokane as a result of this contract are considered a part of the quote evaluation. Washington State Sales Tax is payable by the City of Spokane direct to the State of Washington on awards made to out-of-state vendors who do not have a Washington State Sales Tax Number. If you have any questions concerning the appropriate rate, contact the Washington State Department of Revenue (509) 482-3800.

- Business, occupational and personal property taxes are the responsibility of the Vendor.

11. ASSIGNMENTS

The provisions or monies due under the contract or purchase order shall be assignable only with the prior consent of Purchasing.

12. CHANGES

No alteration in any of the terms, conditions, delivery, price, quality or specifications of items ordered will be effective without the written consent of Purchasing.

13. DEFAULT

The Vendor agrees that if a law suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged to be in default, he/she shall pay to the Purchaser all costs and expenses, expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. Venue shall be in the County of Spokane, Washington.

14. REJECTION

All items purchased herein are subject to approval by the Purchaser. Any rejection of items resulting because of non-conformity to the terms or specifications of this order whether held by the Purchaser or returned, will be at the Vendor's risk and expense.

15. TERMINATION

In event of a breach by Vendor of any of the provisions of this order, Purchaser reserves the right to terminate upon immediate oral or written notification to the Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.

16. NON-WAIVER

No delay or waiver, by either party, to exercise any contractual right shall be considered as a waiver of such right or any other right.

17. SEVERABILITY

In the event any provision of this contract should become invalid, the rest of the contract shall remain in full force and effect.

18. MINORITY BUSINESS OPPORTUNITIES

Purchaser actively solicits the participation of certified minority business enterprises in the bidding of any and all goods or services.

19. FREIGHT TERMS

- All freight charges included on an invoice must be supported by a freight bill.
  - The Purchaser reserves the right to be advised of selection of method and type of carrier.
  - No charges will be allowed for handling, including but not limited to packing, wrapping, bags, containers or reels, unless otherwise stated herein.
  - All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall be enclosed in every box or package shipped pursuant to this order, indicating the contents therein. Invoices will not be processed for payment until all items invoiced are received.
  - Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.

20. VENDOR'S COOPERATION

The Vendor shall communicate with City of Spokane Purchasing and shall actively cooperate in all matters pertaining to this contract or purchase in any way Purchasing may direct to the end that the Purchaser shall receive efficient and satisfactory service.

Micronics Engineered Filtration Group
1201 Riverfront Parkway
Chattanooga, TN USA 37402
T: 423.698.8988
F: 423.624.0274
www.micronicsinc.com
www.cleanova.com

September 25, 2025
City of Spokane
Bag House Fabric Filter Bags, Tapered
ITB 6391-25

Dear City of Spokane Procurement Team,

Thank you for the opportunity to participate in your request for bid for Bag House Fabric Filter Bags. We appreciate the chance to continue serving the City of Spokane with best-in-class filtration products delivered reliably and on time. In recognition of our long-standing relationship, we are pleased to hold our pricing for a period of one year from the contract award date. Additionally, we will extend our volume pricing regardless of the quantity ordered, ensuring consistent value throughout the term of the agreement.

Micronics Engineered Filtration Group (MEFG) has been serving our Nation's industries with quality filtration products and unrivaled technical support. As you may know, MEFG possesses the production, sales, and engineering assets of Midwesco Filter Resources, National Filter Media (NFM), and AFT. Our technical depth and five North American manufacturing sites ensure that your needs can be easily met.

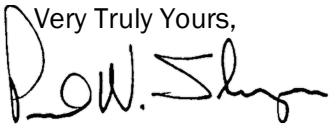
Micronics/NFM/ Midwesco® has supplied filters to City of Spokane since 2004 and was also awarded the last bid. I believe our professionalism, quality of product as well as our safe and reliable service make us a valuable business partner and technical resource. We look forward to another successful project execution.

We take pride that we are one of the world's oldest and largest providers of air pollution control and liquid filtration products. With our manufacturing assets in the US, Canada, and India, we can handle any volume or urgent demands with the same quality and expert assembly.

On behalf of the over 1500 employees of Micronics Engineered Filtration Group, we welcome further discussions on our offer. Feel free to contact us at any time with additional requirements or clarification on the content of this proposal. My contact details are included below. We look forward to your positive action on our offering.

Always ensuring City of Spokane of our best intentions.

Very Truly Yours,



Paul Shroyer | Regional Sales Manager
Micronics Engineered Filtration Group
1201 Riverfront Pkwy, Suite A, Chattanooga, TN 37402 USA
Cell: 832-928-4540 | Office: +1 423-417-8007
Paul.Shroyer@micronicsinc.com

CC: Ash Howard-White – Inside Sales Representative
Alison Tilling – Strategic Account Manager

Cleanova MICRONICS

Experience of Bidder

Micronics Engineered Filtration Group, Inc.

Pulse Jet Bag References

Jared Simmons, TVA Gallatin – All Units (1-4), Gallatin, TN 423.834.6002
jbsimmons@tva.gov.com.
Four Alstom NID PJFF Units – 80,000 (bagged twice starting 2014) PPS filter bags only, most recent was Unit January 2024

Mike Williams, Duke Energy Cliffside Unit 6, Mooresboro, NC 513.673.1968
mike.williams@duke-energy.com.
Alstom PJFF – 21,504 PPS filter bags only, delivered in May 2021 and September 2024

Grace Smith, Talen Energy (dba Raven Power), Brandon Shores, MD, 410.787.6417,
grace.countssmith@TalenEnergy.com.
$5.2M USD Contract. Two Siemens PJFF Units - 58,760 PPS filter bags, spare cages, and turn-key renovation services.

Jennifer Lanio, LG&E/KY Utilities, Ghent, KY, 502.347.4069, iennifer.lanio@lge-ku.com.
$3.1M USD Contract. Three Clyde-Bergmann PJFF Units - 50,880 FG membrane filter bags, spare cages, and turn-key renovation services.

Emily Yadon, LG&E/KY Utilities, Mill Creek, KY, 502.933.6807, emily.yadon@lge-ku.com.
$3.8M USD Contract. Four Clyde-Bergmann PJFF Units - 49,728 FG membrane filter bags, spare cages, and turn-key renovation services.

Haley Turner, LG&E/KY Utilities, Trimble County, KY, 502.627.6378,
haley.turner@lge-ku.com.
$3.6M USD Contracts. One Siemens PJFF Unit – 13,500 FG membrane filter bags, spare cages, and turn-key renovation services. One Clyde-Bergmann PJFF Unit, 16,328 FG membrane filter bags, spare cages, and turn-key renovation services.

Blake Gremillion, Cleco Alexandria Plant, LA, 318.484.7619, blake.gremillion@cleco.com
$2.9M USD Contract. Hamon Research-Cottrell PJFF, provide and installation of 19,200 PJFF PPS with ePTFE membrane filter bags and cages.

Kyle Lachney, Cleco Lena, LA, 318.308.8721, kyle.lachney@cleco.com
$2.5M USD Contract. Allied Environmental PJFF, provide and installation of 19,200 PJFF PPS with ePTFE membrane bags and cages.

Brian Barnett, Luminant Oak Grove TX, 281.543.4764, brian.barnett@luminant.com
$1.9M USD Contract. Siemens PJFF, provide 28,500 PJFF PPS with ePTFE membrane bags.

Marvin Heinen, Baldwin Energy Complex – Vistra Energy, Baldwin IL, 314.889.1037,
marvin.heinen@vistracorp.com.
$2.9M USD Contract. Provide and installation of 36,400 PJFF PPS filter bags.

Cleanova MICRONICS

Management Approach and Resources

Management of Proposed Work

MEFG is a full service supplier for all required Dry and Wet filters, hardware, parts, accessories and labor resources. With multiple production sites, MEFG is uniquley qualified to serve City of Spokane's needs. With many complex project executions completed, we have the experience and expertise to manage and coordinate all aspects of the contract with our customers.

Included below is our Key Staff which includes Individuals who will be interacting with City of Spokane personnel on Project Management, Commercial, and Quality. Contact details for the City project are provided below for your records.

Technical Team

Dan Eicher
Sales Director
Cell: 706-830-3888
daniel.eicher@micronicsinc.com

Michael Broggi
Director of Engineering & Quality Assurance
Cell: 423.618.2349
michael.broggi@micronicsinc.com

Paul Shroyer
Regional Sales Manager
Cell: 832-928-4540
paul.shroyer@micronicsinc.com

Ash Howard White
Inside Sales Representative
Cell: 423-417-8037
ashley.howard@micronicsinc.com

Cleanova MICRONICS

	Technical Specification & Deliverable Details- Filter Bags
PREPARED FOR:	City of Spokane, ITB 6391-25
PREPARED BY:	Micronics Engineered Filtration Group
DATE :	September 25, 2025

Part Number

0505171-130-115-000

Filter Construction

Diameter : 5.73 (5.875" Actual)
Length : 155.125"
Top cuff : 3" – Snap ring cuff- Band sits away from end of bag-special flat gasket on snap ring
Bottom : : 2 ply disc – Inner disc same material as bag body/ Outer disc 16 oz. PTFE Felt
Wearstrip : 1" hem with 3" Tubed Felt Wearstrip – constructed of 16 oz. PTFE Felt
Thread : PTFE thread
Origin of fabrication: Micronics Engineered Filtration Group, Olive Branch, MS

Fabric

Type : Woven Fiberglass
Finish : PTFE Finish, ePTFE membrane
Fabric weight : 16 oz +/- 1 oz/yd²

FOB : Our Plant or Destination, freight estimates provided
Availability : 6 - 8 weeks, ARO- Availability may vary depending on quantity ordered

Please note: The specification difference between our Micronics/NFM and the United Process Control filter is the 2 ply disc bottom. The United Process Control specification listed under Technical Specifications is a lower cost construction and fabric. Should you want to revert to just a standard 2 ply fiberglass only disc, we would be happy to provide you with a deduction for that particular construction.

Micronics/NFM Disc construction: 2 ply disc- Inner disc (16 oz. Fiberglass, PTFE finish, ePTFE membrane)
Outer disc (16 oz. 100% PTFE Felt)
United Process Control Disc construction: 2 ply disc- Inner disc (16 oz. Fiberglass, PTFE finish)
Outer disc (16 oz. Fiberglass, PTFE finish)

Cleanova MICRONICS

Comments, Clarifications, Exceptions	
PREPARED FOR:	City of Spokane
PREPARED BY:	Micronics Engineered Filtration Group
DATE :	September 25, 2025

2.4 Please see below Warranty clause

WARRANTY. Seller warrants, only to Customer, or Customer's immediate customer, that the products and services provided are free from defects in material and workmanship. The duration of this warranty is the earlier of eighteen (18) months from the delivery of the products or services, or twelve (12) months after installation (the "Warranty Period"). Products are deemed delivered the earlier of when delivered to Customer, or Customer's immediate customer, or when an invoiced is issued by Seller for such products. Services are deemed delivered when all work is completed related to the Order. If Customer, or Customer's immediate customer, discovers during the Warranty Period a defect in material or workmanship, it must notify Seller in writing. Such notification must be received by Seller prior to the expiration of the Warranty Period. Within a reasonable time after such notification, Seller will correct any defect in material or workmanship with either new or used replacement parts. Customer shall be responsible for all costs of installation of repaired or replaced parts. If Seller is unable to repair the products after reasonable attempts, Seller will provide, at its option, one of the following: (a) a replacement, or (b) a full refund of the purchase price. These remedies are Customer's, and their immediate customer's, exclusive remedies for breach of warranty. If Seller determines that any warranty claim is not covered by this warranty, Customer shall pay Seller for any repair or replacement made by Seller. In no case shall Seller be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, tort, statute, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the products or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime, the claims of third parties including customers, and injury to property. Any action for breach of warranty must be commenced within the Warranty Period. Customer shall operate and maintain the products in accordance with Seller's instructions, including the use of Sellers approved replacement parts and

consumables, failure to do so may void warranty. Any modifications or repairs to products sold to Customer shall void this warranty unless such modifications or repairs are performed by either Seller or an authorized service provider approved by Seller in writing. Seller's warranty does not cover damage caused by chemical attack or abrasive material, misuse or improper operation, and is conditioned on Customer not being in default of any payment obligation to Seller. Customer shall accept minor variations in dimensions or other variance from specifications so long as there is no impairment of function or useful life of the product.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: MICRONICS ENGINEERED FILTRATION GROUP, INC.

Business name: MICRONICS ENGINEERED FILTRATION GROUP, INC.

Entity type: Profit Corporation

UBI #: 605-362-249

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1201 RIVERFRONT PKWY
CHATTANOOGA TN 37402-2108

Mailing address: 1201 RIVERFRONT PKWY
CHATTANOOGA TN 37402-2108

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	Oct-31-2026	Oct-01-2025

Owners and officers on file with the Department of Revenue

Owners and officers	Title
NICHOLSON, JILLIAN	

The Business Lookup information is updated nightly. Search date and time: 10/3/2025 2:50:22 PM

Contact us

How are we doing?
Take our survey!

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

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/20/2025

Committee Agenda type: Consent

Council Meeting Date: 11/10/2025

Date Rec'd	10/13/2025		
Clerk's File #	OPR 2022-0900		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	RFQ 5760-22
Contact Name/Phone	CHRIS AVERYT 625-6540	**Requisition #**	VB 301413
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	VALUE BLANKET RENEWAL FOR THE PURCHASE OF VARIABLE FREQUENCY		

Agenda Wording

Value blanket renewal 3 of 4 with Dykman, Inc. (Spokane Valley, WA) for the as-needed purchase of variable frequency drives (VFD's) for use at the Waste to Energy Facility from 12/15/2025-12/14/2026 and a total cost not to exceed $80,000.00 plus tax.

Summary (Background)

The as-needed purchase of these Variable Frequency Drives (VFD's) will support replacement efforts for the boiler induction draft fans, as well as the primary and secondary air fans at the Waste to Energy Facility. In 2022, based on their response to RFQ 5760-22, Dykman, Inc. was awarded a one year value blanket with the option of four (4) additional one year renewals. This will be the third renewal. Pricing has been adjusted to include additional drives needed, extra charges for tariffs, and pricing can now only be held in three month increments.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 80,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This is a repair and maintenance supply expense that is planned for annually in the Solid Waste Disposal budget and is only spent as needed.

Amount		Budget Account
Expense	$ 80,000.00	# 4490-44100-37148-53210-34002
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence

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

Approvals		Additional Approvals	
Dept Head	AVERYT, CHRIS	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

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

Quotation

Quote Number:

Dykman, Inc
5711 E. Sharp
Spokane Valley, WA 99212

Valid Until: 3/23/2026	**Specification Reviewed: No**	**Date: 9/23/2025**

To: City of Spokane WTEF
Rick Rinderle

Prepared by:
Cody Brown
Dykman, Inc.
5711 E. SHARP
SPOKANE VALLEY, WA 99212
C: (509)781-0525 O:

#	Model No.	Description	Unit Price	Qty	Extended Price
1	FP65U4302ABA	FP605 AC Drive	$ 12,165.44	1	$ 12,165.44
					$ 851.58 *
480 V., 250 HP, 302 A., IP20/Protected Chassis Enclosure					
Tag: ACC FAN VFD					
2	900-192-121-009	FP605, End Cap Kit, NEMA 1	$ 323.68	1	$ 323.68
					$ 22.66 *
Drive Model Number=FP65U4302ABA, Voltage=480					
Tag: ACC FAN VFD NEMA 1 KIT					
3	FP65U4414ABA	FP605 AC Drive	$ 15,709.68	1	$ 15,709.68
					$ 1,099.68 *
480 V., 350 HP, 414 A., IP20/Protected Chassis Enclosure					
Tag: PRIMARY/SECONDARY FANS, FEEDWATER BOILER PUMP					
4	FP65U4720ABA	FP605 AC Drive	$ 31,522.96	1	$ 31,522.96
					$ 2,206.61 *
480 V., 600 HP, 720 A., IP20/Protected Chassis Enclosure					
Tag: ID FAN					
5	JOHB-SMP3-MA	Multi-Protocol Ethernet	$ 290.08	1	$ 290.08
					$ 20.31 *
Multi-Protocol Ethernet (EtherNet/IP, Modbus TCP/IP, PROFINET, or EtherCAT) Function					
Tag: ETHERNET IP COMMUNICATON FOR ALL YASKAWA RATINGS					

Total Quote

Item Subtotal:	**$ 60,011.84**
*** Item Surcharge Subtotal:**	**$ 4,200.84**
Total:	**$ 64,212.68**

Additional Quote Information / Comments

Quote Wizard Software

YASKAWA

Quote Number:

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: DYKMAN ELECTRICAL INC

Business name: DYKMAN ELECTRICAL INC

Entity type: Profit Corporation

UBI #: 602-036-307

Business ID: 001

Location ID: 0002

Location: Active

Location address: 1507 N THIERMAN RD
SPOKANE VALLEY WA 99212-1178

Mailing address: 2323 FEDERAL WAY
BOISE ID 83705-4462

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	Apr-30-2026	Mar-24-2017
Spokane Valley General Business	00622			Active	Apr-30-2026	Feb-04-2004

Owners and officers on file with the Department of Revenue

Owners and officers	Title
DYKMAN, ALLEN	
DYKMAN, ALLISON	
DYKMAN, BRYAN	
DYKMAN, DIXIE	
GEORGE, DAVID	
MCKENZIE, JARRED	

Registered Trade Names

Registered trade names	Status	First issued
DYKMAN ELECTRICAL, INC	Active	Mar-27-2018

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 10/3/2025 2:51:30 PM

Contact us

How are we doing?
Take our survey!

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

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/20/2025

Committee Agenda type: Consent

Council Meeting Date: 11/10/2025

Date Rec'd	10/13/2025		
Clerk's File #	OPR 2022-0901		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	ITB 5754-22
Contact Name/Phone	CHRIS AVERYT 625-6540	**Requisition #**	VB 301414
Contact E-Mail	CAVERYT@SPOKANECITY.OG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	VALUE BLANKET RENEWAL FOR THE PURCHASE OF SUPERHEATER TUBES		

Agenda Wording

Value blanket renewal 3 of 4 with Helfrich Brothers Boiler Works, Inc. (Lawrence, MA) for the purchase of superheater tube panels for use at the Waste to Energy Facility from 12/15/2025-12/14/2026 and a total cost not to exceed $3,750,000.00 plus tax.

Summary (Background)

The superheater section of a boiler increases the temperature of steam and dries it out; increasing the energy realized in a turbine generator. High temps and corrosion cause wear on the boiler tubes, requiring periodic replacement. This tube replacement is currently scheduled in 2027, requiring a tube order to be placed in 2026. Helfrich Brothers was the low-cost bidder for ITB 5754-22 for the purchase of these tubes and awarded a one year value blanket with and four (4) allowed renewals. This will be the third renewal.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 3,750,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This is a capital repair and maintenance expense that was planned for in the Solid Waste Disposal Capital Plan and budget.

Amount		Budget Account
Expense	$ 1,875,000.00	# 4490-44900-37145-54803-19047
Expense	$ 1,875,000.00	# 4490-44900-37145-54803-19048
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	AVERYT, CHRIS	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

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

Value Blanket VB-301414		Base Year VB-301414-000 Valid from 12/15/2022 Through 14/14/2023 Unit Price Each	1st Opt Year VB-301414-001 Valid from 12/15/2023 Through 12/14/2024 Unit Price Each	2nd Opt Year VB-301414-002 Valid from 12/15/2024 Through 12/14/2025 Unit Price Each	3rd Opt Year VB-301414-003 Valid from 12/15/2023 Through 12/14/2026 Unit Price Each
Item	Qty 1 Lot More Or Less	All Ground FREIGHT CHARGES are the responsibility of the winning supplier per bid ITB 5754-23	All Ground FREIGHT CHARGES are the responsibility of the winning supplier per bid ITB 5754-23	All Ground FREIGHT CHARGES are the responsibility of the winning supplier per bid ITB 5754-23	All Ground FREIGHT CHARGES are the responsibility of the winning supplier per bid ITB 5754-23
Fabrication of thirty-two (32) 20-tube wide secondary Superheater pendants fitted with 310 SS rapper bars referenced in item 3 below to be delivered on or before October 30, 2023. The tube material will consist of 2" OD x .240 mwt. SA-213-TP310H on the first four (4) rows and 2 ½" OD x .240 mwt. SA-213-TP310H on the next sixteen (16) rows. On row# 4, just above the middle slip spacer, a swaged stainless steel tube from 2" to 2 ½" will be installed. A total of (19) 310 SS slip spacers will be installed in the middle section of each Superheater pendant and (10) 310 SS slip spacers will be installed in the upper section. The slips spacers will be the " D' ' type and cast from SA-351 CK 30 stainless steel. Both terminal tubes will have SA 210A1 "safe ends" installed to match existing. Comprising one lot. Quantity 1 Lot, More or less. All FREIGHT CHARGES are the responsibility of the winning supplier. Unit Pricing Should Not Include Tax.	1	$1,281,390.00	$1,383,910.00	$1,488,000.00	$1,600,000.00
Fabrication of thirty-four (34) 20-tube wide primary Superheater pendants fitted with 310 SS rapper bars referenced in item 4 below to be delivered during an agreed time in the duration of the contract. The tube material will consist of 2" OD x .240 mwt. SA-213-TP310H on the first four (4) rows and 2 ½" OD x .240 mwt. SA-213-TP310H on the next sixteen (16) rows. On row# 4, just above the middle slip spacer, a swaged stainless steel tube from 2" to 2 ½" will be installed. A total of (19) 310 SS slip spacers will be installed in the middle section of each Superheater pendant and (10) 310 SS slip spacers will be installed in the upper section. The slips spacers will be the " D' ' type and cast from SA-351 CK 30 stainless steel. Both terminal tubes will have SA 210A1 "safe ends" installed to match existing. All FREIGHT CHARGES are the responsibility of the winning supplier. Unit Pricing Should Not Include Tax.	1	$1,361,475.00	$1,470,395.00	$1,581,000.00	$1,700,000.00
Fabrication of thirty-four (32) sets of 310 SS rapper bars including rapper caps and SS hardware for the secondary pendants to be delivered during an agreed time in the duration of the contract. The rapper bars will be machined to fit vs. a casting type and shop installed. Winning bidder will provide a complete set of rapper bar drawings for the project. Comprising one lot. Quantity 1 Lot, More or less. All FREIGHT CHARGES are the responsibility of the winning supplier. Unit Pricing Should Not Include Tax.	1	$159,845.00	$172,635.00	$185,600.00	$208,000.00
Fabrication of thirty-four (34) sets of 310 SS rapper bars including rapper caps and SS hardware for the primary pendants to be delivered during an agreed time in the duration of the contract. The rapper bars will be machined to fit vs. a casting type and shop installed. Winning bidder will provide a complete set of rapper bar drawings for the project. Comprising one lot. Quantity 1 Lot, More or less. Unit Pricing Should Not Include Tax.	1	$169,640.00	$183,215.00	$197,200.00	$221,000.00
Materials, engineering and fabrication of two (2) complete sets of Penthouse Casing and Seal Plates per the provided drawings. Comprising one lot. Quantity 1 Lot, More or less. All FREIGHT CHARGES are the responsibility of the winning supplier. Unit Pricing Should Not Include Tax.	1	$38,000.00	$41,040.00	$44,000.00	$50,000.00

Option Supply and install I OGA 31OSS 2 ½" 180 degree tube shields, applied to row #20 on the upper third of the pendant and the middle sections. clips will be installed in (3) location. A total of 16 LF of coverage per pendant will be included in this option. Comprising one lot. Quantity 1 Lot, More or less. All FREIGHT CHARGES are the responsibility of the winning supplier. Unit Pricing Should Not Include Tax.	1	$22,000.00	$23,760.00	$25,000.00	$27,000.00
Option Supply and install I OGA 31OSS 2" 180 degree tube shields, applied to row# 1 from just below the top bend the complete length of the pendant and around the lower tube bend and up 1 ft. on tube #4. Tube shields shall have clips installed in (3) location. A total of 35 LF of coverage per pendant will be included in the option. Shields shall have clips will be installed in (3) location. A total of 16 LF of coverage per pendant will be included in this option. Comprising one lot. Quantity 1 Lot, More or less. All FREIGHT CHARGES are the responsibility of the winning supplier. All FREIGHT CHARGES are the responsibility of the winning supplier. Unit Pricing Should Not Include Tax.	1	$25,000.00	$27,000.00	$29,000.00	$34,000.00
Percentage discount off list to be provided by Supplier for additional tube related items not listed in the Pricing tab but may be realized are needed at a later point in time. Enter Percentage Discount Off Supplier's List Cost.		5% Discount	5% Discount	5% Discount	5% Discount
Should Supplier not provide percentage off discount for additional tube related items not listed in the Pricing tab but may be realized are needed at a later point in time, Supplier shall provide Percentage Markup Above Supplier's Cost. Enter Percentage Markup Above Supplier cost here.		25% Markup	25% Markup	25% Markup	25% Markup
Vendor to provide discount percentage(s) and minimum quantity needed if any discounts apply based on order volume.		Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal	Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal	Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal	Any additional quantities over the original requirements HBBW will offer an 5% discount on the list pricing. This assume normal
Percentage discount off list to be provided by vendor for additional tube related items not listed in the Pricing tab but may be realized are needed at a later point in time.		HBBW will offer an 5% discount on the list pricing. This assume normal shipping	HBBW will offer an 5% discount on the list pricing. This assume normal shipping	HBBW will offer an 5% discount on the list pricing. This assume normal shipping	HBBW will offer an 5% discount on the list pricing. This assume normal shipping
O: 978-683-7244 | C: 781-636-8644 Helfrich Brothers Boiler Works, Inc.		**Base Year Pricing Was Per HBBW's Response to ITB 5754-23**		**Name**	RAMI KATTAR
				Signature	Rami Kattar
				Date	10/07/2025

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: HELFRICH BROS BOILER WORKS, INC.

Business name: HELFRICH BROS BOILER WORKS INC

Entity type: Profit Corporation

UBI #: 603-344-193

Business ID: 001

Location ID: 0001

Location: Active

Location address: 39 MERRIMACK ST
LAWRENCE MA 01843-1436

Mailing address: 39 MERRIMACK ST
LAWRENCE MA 01843-1436

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	Mar-31-2026	Dec-13-2013

Owners and officers on file with the Department of Revenue

Owners and officers	Title
HELFRICH JR, VINCENT	
HELFRICH, JOSEPH	

Registered Trade Names

Registered trade names	Status	First issued
HELFRICH BROS BOILER WORKS INC	Active	Dec-13-2013

The Business Lookup information is updated nightly. Search date and time: 10/13/2025 3:09:52 PM

Contact us

How are we doing?
Take our survey!

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

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/20/2025

Committee Agenda type: Consent

Council Meeting Date: 11/10/2025

Date Rec'd	10/14/2025		
Clerk's File #	OPR 2022-0007		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	ITB 6173-24
Contact Name/Phone	CHRIS AVERYT 625-6540	**Requisition #**	VB 301297
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	VALUE BLANKET RENEWAL FOR THE PURCHASE OF ACTIVATED CARBON		

Agenda Wording

Value blanket renewal 4 of 4 with Norit Americas Inc. (Marshall, TX) for the as-needed purchase of activated carbon for use at the Waste to Energy Facility from 1/1/2026 - 12/31/2026 and a total cost not to exceed $100,000.00, plus tax.

Summary (Background)

Activated carbon is required in the operation of the Waste to Energy Facility to comply with its Title V Air Operating Permit. On Nov. 16, 2021, bidding closed on RFQ 5541-21 to procure the needed carbon for the Facility. Norit Americas, Inc. (f/k/a Cabot Norit) was the low cost bidder of the two responses received, and awarded a one year value blanket with the possibility of four (4) additional one-year renewals. This will be the final renewal. Rates will increase from $1.22 per pound to $1.26 per pound for this renewal.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 100,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This is a chemical supply expense that is planned for annually in the Solid Waste Disposal budget.

Amount		Budget Account
Expense	$ 100,000.00	# 4490-44100-37148-53203
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	AVERYT, CHRIS	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

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

CITY OF SPOKANE - WTEF
2900 S GEIGER BLVD
SPOKANE, WA 99224-5400
PHONE 509 625 6527

Value Blanket VB-301297	Base Year VB-301297-000 Valid 1-1-2022 - 12-31-2022	1st Option Renewal VB-302197-001 Valid 1-1-2023 Through 12-31-2023	2nd Option Renewal VB-302197-002 Valid 1-1-2024 Through 12-31-2024	3rd Option Renewal VB-302197-003 Valid 1-1-2025 Through 12-31-2025	4th Option Renewal VB-302197-004 Valid 1-1-2026 Through 12-31-2026
Item	Unit Price 900 Pound Bag	Unit Price 900 Pound Bag	Unit Price 900 Pound Bag	Unit Price 900 Pound Bag	Unit Price 900 Pound Bag
	Minimum qty per order 20 Bags	Minimum qty per order 20 Bags	Minimum qty per order 20 Bags	Minimum qty per order 20 Bags	Minimum qty per order 20 Bags
Activated Powder Carbon Unit Price per 900 pound Bag, inclusive of carbon, shall be inclusive of: Spec'd Carbon, Spec'd Bag, and all freight and transportation cost, providing FOB Destination Delivery to: Spokane Solid Waste Disposal, Attn: Warehouse, 2900 S Geiger Blvd Spokane, WA 99224-5400. Minimum Qty Per Order is 20 Bags.	$1026 Unit Price Per 900 lb. inclusive of freight cost (Unit Price $1.14 per pound)	$1071 Unit Price Per 900 lb. inclusive of freight cost (Unit Price $1.19 per pound)	$1071 Unit Price Per 900 lb. inclusive of freight cost (Unit Price $1.19 per pound)	$1098 Unit Price Per 900 lb. inclusive of freight cost (Unit Price $1.22 per pound)	$1134.00 per 900 lbs. SS, delivered, (Unit price $1.26/lb.

Norit Americas Inc	Base Year Pricing was per Norit Americas Inc response to RFQ 5541-22	NAME	Craig Giles
Phone 970 214 9518		SIGNATURE	
CRAIG GILES		DATE	10/3/2025
Craig.Giles@norit.com			

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: NORIT AMERICAS INC

Business name: NORIT AMERICAS INC

Entity type: Corporation

UBI #: 605-826-730

Business ID: 001

Location ID: 0001

Location: Active

Location address: 3001 UNIVERSITY AVE
MARSHALL TX 75670-4871

Mailing address: 3001 UNIVERSITY AVE
MARSHALL TX 75670-4871

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	Mar-31-2026	Apr-02-2025

Owners and officers on file with the Department of Revenue

Owners and officers	Title
LERNER, BRUCE	President

Registered Trade Names

Registered trade names	Status	First issued
NORIT AMERICAS INC	Active	Apr-02-2025

The Business Lookup information is updated nightly. Search date and time: 10/3/2025 2:44:21 PM

Contact us

How are we doing?
Take our survey!

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

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/20/2025

Committee Agenda type: Consent

Council Meeting Date: 11/10/2025

Date Rec'd	10/15/2025		
Clerk's File #	OPR 2023-0053		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	RFQ 5749-22
Contact Name/Phone	CHRIS AVERYT 625-6540	**Requisition #**	VB 301426
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	VALUE BLANKET RENEWAL FOR THE PURCHASE OF SODIUM HYDROXIDE		

Agenda Wording

Value blanket renewal 1 of 2 with Oxarc (Spokane, WA) for the purchase of sodium hydroxide 50% membrane (Caustic Soda), for use at the Waste to Energy Facility from 2/1/2026 - 1/31/2027 and a total cost not to exceed $105,000.00 plus tax.

Summary (Background)

Sodium hydroxide 50% membrane (Caustic Soda) is required for feedwater treatment at the Waste to Energy Facility. On Nov. 22, 2022, bidding closed on RFQ 5749-22 for the as-needed annual purchase of caustic soda. Two bids were received and Oxarc was selected as the low cost bidder. The initial value blanket award was for three years with the option of two (2) additional one-year renewals. This will be the first renewal. Pricing to remain unchanged.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 105,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This is a chemical supply expense that is planned for annually in the Solid Waste Disposal budget.

Amount		Budget Account
Expense	$ 105,000.00	# 4490-44100-37148-53203
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	AVERYT, CHRIS	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

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

	3- Year Base Period	1st Option Period	
	2/1/2023 - 1/31/2026	2/1/2026 - 1/31/2027	
	VB-301426-000	VB-301426-001	
Item	Unit Price Per Pound Delivered	Unit Price Per Pound Delivered	
SODIUM HYDROXIDE 50% LIQUID CAUSTIC SODA – MEMBRANE GRADE. Item CHM16140382. All Inclusive Unit Price Per Pound Delivered. , Not Including Tax	$0.3850	$ 0.3850	
OXARC	3-Year Base Price Was Per Oxarc's Response to RFQ 5749-22	NAME	Jared Fritz
Jared Fritz			
Office 509 547 2494		SIGNATURE	
Cell 360 901 8584 Jfritz@oxarc.com		DATE	9-11-25

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: OXARC, LLC

Business name: OXARC, LLC

Entity type: Limited Liability Company

UBI #: 328-037-121

Business ID: 001

Location ID: 0015

Location: Active

Location address: 4003 E BROADWAY AVE
SPOKANE WA 99202-4528

Mailing address: PO BOX 3031
SPOKANE WA 99220-3031

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business				Active	Sep-30-2026	Aug-07-2015

Owners and officers on file with the Department of Revenue

Owners and officers	Title
LEIFSEN, CHRIS	PRESIDENT

Registered Trade Names

Registered trade names	Status	First issued
OXARC	Active	Sep-25-1989

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 10/3/2025 2:49:14 PM

Contact us

How are we doing?
Take our survey!

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

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/20/2025

Committee Agenda type: Consent

Council Meeting Date: 11/10/2025

Date Rec'd	10/14/2025		
Clerk's File #	OPR 2021-0786		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	IRFP 5525-21
Contact Name/Phone	CHRIS AVERYT 625-6540	**Requisition #**	CR 27921
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	CONTRACT RENEWAL FOR OFFSITE REBUILD OF HYDRAULIC/PNEUMATIC		

Agenda Wording

Contract renewal 4 of 4 with Hydrotech Generator Repair Plus, Inc. dba Hydraulics Plus (Spokane Valley, WA) for the offsite rebuild of cylinders from 1/1/2026-12/31/2026 and a total cost not to exceed $100,000.00 plus tax.

Summary (Background)

The Waste to Energy Facility uses various hydraulic and pneumatic cylinders throughout. Rebuilding these cylinders with OEM parts extends their life and is more cost effective than purchasing all new cylinders. On Oct 18, 2021, bidding closed on IRFP 5525-21 for the offsite rebuild of these cylinders and Hydraulics Plus was the only respondent. The resulting contract was for one year with the option of four (4) additional one-year renewals. This will be the final renewal. Rates have been increased due to higher operating expenses.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 100,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This is a repair and maintenance service expense that is planned for annually in the Solid Waste Disposal budget. The funds are only spent as-needed.

Amount		Budget Account
Expense	$ 100,000.00	# 4490-44100-37148-54803-34002
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	AVERYT, CHRIS	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Loretta Roberts, WET INK SIGNATURE	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

City Clerk's No. OPR 2021-0786

City of Spokane

CONTRACT RENEWAL #4 of 4

Title: OFF SITE REBUILD OF HYDRAULIC AND PNEUMATIC CYLINDERS

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **HYDROTECH GENERATOR REPAIR PLUS, INC. dba HYDRAULICS PLUS, INC.,** whose address is 5570 East Broadway Avenue, Spokane, Washington 99212 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Off Site Rebuild Of Hydraulic and Pneumatic Cylinders with OEM Parts Only; and

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

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

1. CONTRACT DOCUMENTS.
The original Contract, dated December 9, 2021, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Renewal shall become effective on January 1, 2026, and shall end December 31, 2026.

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

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

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

HYDROTECH GENERATOR REPAIR PLUS, INC. dba HYDRAULICS PLUS, INC

By Loretta Roberts 10/01/25
Signature Date

LORETTA ROBERTS
Type or Print Name

President President
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 Agreement:

Exhibit A – Certificate of Debarment
Exhibit B – Company's Fourth Option Renewal Pricing

25-193

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.

Jerry Glessner Name of Subrecipient / Contractor / Consultant (Type or Print)	Senior Hydraulic Tech. Program Title (Type or Print)
Wesley Fulton Name of Certifying Official (Type or Print) Senior Hydraulic Tech. Title of Certifying Official (Type or Print)	Wesley D. Signature Date (Type or Print) 10-1-25

EXHIBIT B

CITY OF SPOKANE - WTEF 2900 S GEIGER BLVD Spokane, Washington 99224 PHONE: 509.625.6527 **OPR 2021-0786 PRICING**	**Base Year Pricing 1/1/2022 Through 12/31/2022**	**1st Renewal Pricing 1/1/2023 Through 12/31/2023**	**2nd Renewal Pricing 1/1/2024 Through 12/31/2024**	**3rd Renewal Pricing 1/1/2025 Through 12/31/2025**	**4th Renewal Pricing 1/1/2026 Through 12/31/2026**
Off Site Cylinder Rebuilds	Total Cost Per Service	Total Cost Per Service	Total Cost Per Service	Total Cost Per Service	Total Cost Per Service
Hourly Rate	$85.00	$85.00	$85.00	$85.00	$ 95.00
Percentage of Increase On Parts (Percentage Markup will remain unchanged throughout the life of the contract)	20%	20%	20%	20%	20%
Re-Chroming cost per square inch	$0.78	$0.78	$0.78	$0.78	$ .78
Should additional cylinders, other than the current brands and types listed on Cylinder List, need to be rebuilt proposal shall include:					
Hourly Rate	$85.00	$85.00	$85.00	$85.00	$ 95.00
Percentage of Increase On Parts (Percentage Markup will remain unchanged throughout the life of the contract)	20%	20%	20%	20%	20%
Hydrotech dba Hydraulics Plus	Base Year Pricing was per Hydraulics Plus Response to IRFP 5525-21			Name	Loretta Roberts
Ms. Loretta Roberts				Signature	Loretta Roberts
lroberts@hydraulicsplus.com / Phone 509 536 9464				Date	08-04-25

COST PROPOSAL

1. Hourly Labor Rate $95.00. Includes operating expenses and profit margin.

2. Percentage increase on parts 20%

3. We accept responsibility for all normal shipping charges. We cannot, however, absorb any additional charges such as overnight red, or orange charges. It would be your choice to use accelerated delivery.

4. Repair costs will not exceed 75% of new cylinder cost.

5. Appropriate sales tax will be added to invoice.

6. Subcontractor cost for re-chroming .78 per square inch.

7. Transparency of vendor costs can be backed up by copies of original invoice on request.

8. Should additional cylinders be brought in that are not on the current bid sheet, we will honor the above pricing.

I have been steady on my hourly rate for four years. My regular rate is $125.00 per hour. We charge nothing for pick up and delivery. My payroll has gone up considerably. I feel if you have gone to the grocery store or purchased anything you will understand.

Loretta Roberts

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/28/2025

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 Sentry Insurance 1800 North Point Drive Stevens Point, WI 54481	**CONTACT NAME:** Sentry Customer Service **PHONE (A/C, No, Ext):** 800-473-6879 **FAX (A/C, No):** 800-514-7191 **EMAIL ADDRESS:** businessproducts_direct@sentry.com
	INSURER(S) AFFORDING COVERAGE — **NAIC#**
	INSURER A : Sentry Insurance Company — 24988
INSURED Hydro-Tech Generator Repair DBA Hydraulics Plus Inc 5507 E Broadway Ave Spokane, WA 99212-0909	**INSURER B :**
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 4105864 **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 ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X		A0087574008	09/08/2025	09/08/2026	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 $ 500,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ $
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X		A0087574005	09/08/2025	09/08/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	☒ **UMBRELLA LIAB** ☒ OCCUR ☒ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			A0087574011	09/08/2025	09/08/2026	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(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	**Employment Related Practices Liability**		N / A	A0087574009	09/08/2025	09/08/2026	Limit of Insurance Defense Expense Limit of Insurance	$ 100,000 $
A	**Cyber Liability and Data Breach Response**		N / A	A0087574010	09/08/2025	09/08/2026	Policy Aggregate Limit of Liability Retention	$ 50,000 $ 2,500

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

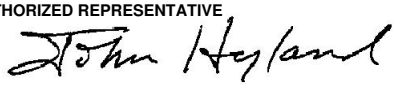
CERTIFICATE HOLDER

City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201-3333

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



© 1988-2015 ACORD CORPORATION. All rights reserved.
A0087574
Sentry Insurance Company
The ACORD name and logo are registered marks of ACORD
08/28/2025

b3a13e2d-f650-443d-ada7-ea670ed7365d 00270200443832359154992013333399

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Elliott Tenner		Hydro-Tech Generator Repair DBA Hydraulics Plus Inc
POLICY NUMBER		
A0087574008		
CARRIER	**NAIC CODE**	
Sentry Insurance Company	24988	**EFFECTIVE DATE:** 09/08/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

b3a13e2d-f650-443d-ada7-ea670ed7365d 00270200443832359154992013333399

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Spokane	multiple locations per contract with City of Spokane Description: pick up cylinders to take to the shop, repair and then deliver back to the location.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© Insurance Services Office, Inc., 2018

7bac9a40-e232-4c45-bd19-e5bcc0c95969 00270200443832359158992013333399

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

7bac9a40-e232-4c45-bd19-e5bcc0c95969 00270200443832359158992013333399

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Hydro-Tech Generator Repair DBA Hydraulics Plus Inc

Endorsement Effective Date: 09/08/2025

SCHEDULE

Name Of Person(s) Or Organization(s):
City of Spokane
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

© Insurance Services Office, Inc., 2011

75feb18b-e3a1-4acb-abb8-df774b7cec38 00270200443832359168992013333399

STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

August 26, 2025

WA UBI No.	601 983 496
L&I Account ID	563,582-02
Legal Business Name	HYDRO TECH GENERATOR REPAIR PLUS INC
Doing Business As	HYDRAULICS PLUS INC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 2 of Year 2025 "1 to 3 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	No

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).

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: HYDRO-TECH GENERATOR REPAIR PLUS, INC.

Business name: HYDRO-TECH GENERATOR REPAIR PLUS, INC.

Entity type: Profit Corporation

UBI #: 601-983-496

Business ID: 001

Location ID: 0001

Location: Active

Location address: 5507 E BROADWAY AVE
SPOKANE VALLEY WA 99212-0909

Mailing address: 5507 E BROADWAY AVE
SPOKANE VALLEY WA 99212-0909

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	Sep-30-2026	Jan-17-2017
Spokane Valley General Business				Active	Sep-30-2026	Mar-22-2007

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ROBERTS, LORETTA	

Registered Trade Names

Registered trade names	Status	First issued
HYDRAULICS PLUS INC	Active	Oct-25-2017
HYDRO-TECH GENERATOR REPAIR PLUS, INC.	Active	Jan-21-2000

The Business Lookup information is updated nightly. Search date and time: 8/26/2025 11:45:46 AM

Contact us

How are we doing?
Take our survey!

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

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/20/2025

Committee Agenda type: Consent

Council Meeting Date: 11/10/2025

Date Rec'd	10/15/2025		
Clerk's File #	OPR 2025-0746		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	ITB 6372-25
Contact Name/Phone	CHRIS AVERYT 625-6540	**Requisition #**	CR 27923
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	CONTRACT AWARD FOR GRAPPLE REBUILDS		

Agenda Wording

Five year contract award to Knight Const. & Supply, Inc. (Deer Park, WA) for as-needed grapple rebuilds for the Waste to Energy Facility from 12/1/2025 - 11/30/2030 and a total cost not to exceed $550,000.00 plus tax.

Summary (Background)

The grapples that are connected to the refuse cranes at the Waste to Energy Facility operate 24/7, transporting solid waste to the incinerator. As part of the facility's maintenance program, the grapples are rotated out annually and refurbished. On Sep. 29, 2025, bidding closed on ITB 6372-25 for as-needed grapple rebuilds. Six responses were received and Knight Const. & Supply, Inc. was found to be the low cost, responsive and responsible bidder. The contract award would be for five years.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 550,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

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

Amount		Budget Account
Expense	$ 550,000.00	# 4490-44100-37148-54803-34002
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	Recurring

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

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

Distribution List

David A. Knight, dave@knightconst.com	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	leaster@knightconst.com
jteel@knightconst.com	

City Clerk's No. OPR 2025-0746

City of Spokane

PURCHASED SERVICE CONTRACT

Title: GRAPPLE REBUILDS OFFSITE – AS NEEDED

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **KNIGHT CONST. AND SUPPLY, INC.**, whose address is 2601 East 6th Street, Deer Park, Washington 99006 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 Grapple Rebuilds Offsite – As Needed for the Solid Waste Department, ITB 6372-25 issued by the City of Spokane. Contractor's Response to ITB is attached as Exhibit B. In the event of a conflict or discrepancy in the Contract documents, this City Purchased Service Contract controls.

2. TERM OF CONTRACT.
The term of this Contract begins on December 1, 2025, and shall run through November 30, 2030, unless amended by written agreement or terminated earlier under the provisions.

3. TERMINATION.
Either party may terminate this Contract, 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.

4. COMPENSATION / PAYMENT.
Total compensation for Contractor's as-needed services under this unit priced Agreement shall be a maximum amount not to exceed **FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($550,000.00)**, applicable taxes, and in accordance with the Pricing Response in Exhibit B.

The Contractor shall submit its applications for payment to Spokane Solid Waste Disposal, 2900 South Geiger Boulevard, Spokane, Washington 99224. **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. 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 Contract, 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 Contract.

6. 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 Contractor's services to be provided under this Agreement.

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

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

D. 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 thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Contractor 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 Contractor'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

Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

7. 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 Contract. 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 Contract shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. 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 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, 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.

10. 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.

11. AUDIT.

The Contractor and its sub-contractor 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 sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

12. ASSIGNMENT AND SUBCONTRACTING.

The Contractor shall not assign or subcontract its obligations under this Contract 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 Contract, 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 Contract, whether before or after City consent, assignment or subcontract.

13. STANDARD OF PERFORMANCE.

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

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City. All records submitted by the City to the Contractor shall be safeguarded by the Contractor. The Contractor shall make such data, documents and files available to the City upon the City's request. If the City's use of the Contractor's records or data is not related to this project, it shall be without liability or legal exposure to the Contractor.

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).

15. 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 Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

16. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications**: This Contract may be modified by the City in writing when necessary, and no modification or Amendment of this Contract shall be effective unless signed by an authorized representative of each of the parties hereto.

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. Without limiting the generality of this paragraph, the Contractor shall comply with the requirements of this Section.

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

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

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 by having legally-binding representatives affix their signatures below.

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

Attachments that are part of this Agreement:

Exhibit A – Debarment Certification
Exhibit B - Contractor's Response to ITB

25-212

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	ITB 6372-25
Bid Title	Grapple Rebuilds Offsite As-Needed Over Five-Year Period
Due Date	Monday, September 29, 2025 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Knight Const. & Supply, Inc.
Submitted By	Jennifer Teel - Monday, September 29, 2025 9:46:01 AM [(UTC-08:00) Pacific Time (US & Canada)] jteel@knightconst.com 509-276-2229
Comments	

Question Responses

Group	Reference Number	Question	Response
MANDATORY Pre-Bid			
	#1	MANDATORY PRE-BID CONFERENCE. A MANDATORY pre-bid conference will be held on WENDNESDAY, JULY 9, 2025, at 10:00 a.m. The location will be at the Waste to Energy Facility (COS WTEF) Admin Offices, 2900 S Geiger Blvd., Spokane WA. Bidder realizes if it does not attend the Mandatory Pre Bid it will be non-responsive, and therefore, cannot submit a bid.	I acknowledge and I understand
BACKGROUND			

	#1	The City of Spokane, Solid Waste Disposal, Waste To Energy Facility (COS WTEF), is located at 2900 S. Geiger Blvd, Spokane WA 99224-5400. COS WTEF operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require vendors to provide high service levels. COS WTEF is initiating this Invitation To Bid to solicit Bids from vendors who have a proven ability to provide Grapple Rebuild and Repair Services Offsite at Vendor's Facility, As-Needed Over A Five-Year Period, for spec'd grapples.	I acknowledge and I understand
	#2	COS WTEF owns three (3) grapples. Each grapple is estimated to be 35 years old.	I acknowledge and I understand
	#2.2	Bidder can see grappled during mandatory site visit.	I acknowledge and I understand
	#3	COS WTEF has had two (2) 9-Ton, Top-Running Double Girder (TRDG) Bridge Cranes. One crane is dedicated for North Refuse Handing and one crane is dedicated for South Refuse Handling. A crane is in constant use 24 hours a day, 7 days a week, 365 days a year, utilizing grapple to transport municipal solid waste.	I acknowledge and I understand
	#4	COS WTEF rotates grapples annually, to enable one of the three grapples to be repaired and rebuild as needed.	I acknowledge and I understand
	#5	The winning Vendor(s) shall receive a unit priced contract and, upon complete and accepted performance by the Vendor, the City shall issue payment in the applicable amount set forth Pricing Pages of resulting contract for the actual services requested, performed and accepted. Vendor's prices shall be firm throughout the first year of the contract period, 12/1/2025 through 11/30/2026.	I acknowledge and I understand

SUBMISSION OF BIDS			
	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late quotes shall not be accepted.	I acknowledge and I understand
	#2	The City of Spokane is not responsible for quotes electronically submitted late. It is the responsibility of the Bidder to be sure the quote is electronically submitted sufficiently ahead of time to be received no later than the bid due date and time.	I acknowledge and I understand
	#3	All communication between the Bidder and the City upon receipt of this quote shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City of Spokane.	I acknowledge and I understand
BIDDERS' REPRESENTATION			
	#1	Each bidder by making its bid represents that it has read and understands the bidding documents. Each bidder by making its bid represents that it has visited the site and familiarized itself with grapples that could need rebuilt.	I acknowledge and I understand
SUBSTITUTIONS			
	#1	Each bidder represents that its bid is based upon the materials and equipment described in the bidding documents.	I acknowledge and I understand

	#2	No substitution will be considered unless written request has been submitted to the City department representative for approval at least five (5) days prior to the date for receipt of bids. Each request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, manufacturer, warranty, availability of qualified and trained installers, drawings, cuts, performance and test data and any other data or information necessary for a complete evaluation.	I acknowledge and I understand
	#3	If the City department representative approves any proposed substitution, the approval will be set forth in an addendum.	I acknowledge and I understand
INTERPRETATION			
	#1	If the Bidder discovers any errors, discrepancies or omissions in the quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the any resulting Contract.	I acknowledge and I understand
WITHDRAWAL OF BIDS			
	#1	Bidders may withdrawal Bid prior to the scheduled bid due date and time. Unless otherwise specified, no Quote may be withdrawn for a minimum of ninety (90) calendar days after the bid due date.	I acknowledge and I understand
EVALUATION OF BIDS			

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

	#1	The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in Bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.	I acknowledge and I understand
EXECUTION OF CONTRACT			
	#1	Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	I acknowledge and I understand
AWARD OF CONTRACT			
	#1	Any resulting Contract shall be awarded by City Council, to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. Unsuccessful Bidders will not automatically be notified of Bid results.	I acknowledge and I understand
PAYMENT TERMS			
	#1	Vendor acknowledges that payment shall be made via direct deposit/ACH (except as provided by state law) Net 30 after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I acknowledge and I understand

INVOICING			
	#1	Invoices must be submitted to Spokane Solid Waste Disposal within 30 days of performing services. • All Invoices shall include type of services performed. • Invoices shall reference and list OPR #2025-XXXX. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the services performed and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all services per request have been satisfactorily performed. Invoices shall be emailed to mdorgan@spokanecity.org.	I acknowledge and I understand
INVOICING LABOR HOURS			
	#1	Labor charges that fall less than an hour or between hour marks will be billed in tenth of an hour increments. (i.e. 2 hours, 24 minutes = 2.4 hours). Do not include sales tax in hourly rate.	I acknowledge and I understand
INVOICING MARKUP PERCENTAGE			
	#1	Materials will be marked up based off of the Vendor's base costs before tax. Any invoice in which Vendor's markup percentage has been applied, the Vendor is required to state on the invoice the actual cost the Vendor had incurred prior to Vendor's markup percentage above cost being applied to equate to amount being invoice. The City reserves the right to request copies of any invoices that the Vendor had received to verify Vendor's cost incurred, prior to Vendor's mark up being applied.	I acknowledge and I understand
TERMS AND CONDITIONS			

	#1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I do not agree and I do not acknowledge", include requested exception on separate page and title as "Exception to Terms and Conditions", and upload in response #1.1 below. The City will consider and determine if exception will be accepted.	I acknowledge and I understand
	#1.1	EXCEPTIONS: If you took exception above, upload here.	
	#2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	Certifies
PCB CERTIFICATION			
	#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes
	#2	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Don't Know

	#3	If so were PCBs found at a measurable level?	Don't Know
	#4	As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	Don't Know
	#5	If so attach the results or note from whom the results can be obtained.	N/A
	#6	Do you have reason to believe the product contains measurable levels of PCBs?	No
	#7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
BIDDER INFORMATION			
	#1	Please indicate the appropriate point of contact (including phone number and email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Jesse Ingraham (Placements of Orders) 509-276-2229 Jessel@knightconst.com Jennifer Teel (The Bid) 509-276-2229 jteel@knightconst.com
	#2	Provide the name, phone number, and email address for the person in your Company authorized to sign a contract through the DocuSign process used by the City.	David A. Knight 509-276-2229 dave@knightconst.com
ORGANIZATION			
	#1	Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Corporation
UBI NUMBER			
	#1	The Vendor shall be a Washington State registered at time of Bid submittal. Enter Washington Unified Business Identification Number (WA UBI) Here:	600074664

CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT			
	#1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Bidder does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.	I acknowledge and I understand
	#2	City of Spokane Business Registration Number	T12001102BUS
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE			

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

ADDITIONAL SERVICES			
	#1	The City of Spokane reserves the right to purchase additional services at the resulting contract's current unit pricing. Vendor agrees to perform services at the resulting contract's current unit pricing at with the same terms and conditions.	Yes
INTERLOCAL PURCHASE AGREEMENTS			
	#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	Yes
INSURANCE			
	#1	During the term of the Contract, ,the Contractor shall maintain in force at its own expense, the below insurance coverage(s):	I acknowledge and I understand
	#2	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.	I acknowledge and I understand

#3	General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement. i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and	I acknowledge and I understand
#4	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.	I acknowledge and I understand

	#5	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 I understand
MINORITY BUSINESS ENTERPRISE			
	#1	Vendor (is___, is not ___) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
SMALL BUSINESS			

	#1	Vendor (is ___, is not ___) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is Not
NON-COLLUSION			
	#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this RFQ	Certifies No Agreement Was Entered
ACCEPTANCE PERIOD			
	#1	Bidders must provide a minimum of ninety (90) calendar days for acceptance by the City from the Bid Due Date.	I acknowledge and I understand
PERIOD OF PERFORMANCE			
	#1	Any Contract resulting from this ITB will be for a five -year period, beginning December 1, 2025, and terminates on November 30, 2030. The Vendor's prices shall be firm throughout the first year, December 1, 2025 to November 30, 2026, with annual pricing adjustments on the anniversary of the award with justification.	I acknowledge and I understand
GENERAL INSTRUCTIONS			

	#1	Awarded Vendor will designate a Contract representative who will be available during regular City business hours to serve as a primary contact for the City.	I acknowledge and I understand
	#2	Time is of the essence in the performance of this contract.	I acknowledge and I understand
	#3	The City reserves the right to accept or reject any part of or all Bids and to accept the Bid(s) deemed to be in the best interest of the City.	I acknowledge and I understand
	#4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Bid in a manner that is most advantageous to the continued efficient operation of the City.	I acknowledge and I understand
	#5	The City may choose from more than one vendor. The City of Spokane reserves the option of awarding by type or grouping, or by any manner most advantageous for the City.	I acknowledge and I understand
	#6	Bidder should be aware that Bid may be rejected if all questions are not completely and correctly answered.	I acknowledge and I understand
TECHNICAL SPECIFICATIONS			
	#1	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Bid.	I acknowledge and I understand
	#2	The purpose of this Request for Bids is to invite sealed Bids to provide offsite grapple rebuild and repair services as needed. The intent is to extend and maximize the functional life of previously purchased grapples	I acknowledge and I understand
	#2.1	Make of Grapples: Peiner 6 tine hydraulic grapple.	I acknowledge and I understand

	#2.2	Model of Grapples: MMGL 5000-4	I acknowledge and I understand
	#2.3	Bidder acknowledges it has reviewed the seven (7) photos and drawing located in the "Documents" tab.	I acknowledge and I understand
	#3	The Vendor will be responsible for the furnishing of all labor, supervision, administration, organization, reports, materials, tools, construction equipment, transportation, supplies, parts, consumables materials, and other items of work and costs necessary for the proper for the proper execution and completion of the work described as in the below scope of work, attachments, and reference specifications. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the specifications shall be interpreted on this basis.	I acknowledge and I understand
	#3.1	As part of this request, Bidders shall submit materials specification sheets listing for each product or material it proposes could be required to complete a grapple rebuild or repair. This is to include Lincoln Wear Shield 60 Hard Facing. Upload Document Here.	Material Spec Sheets.pdf
	#3.2	All cylinders, hoses, pump and hydraulic control block that are worn or need replacement will be the responsibility of COS WTEF.	I acknowledge and I understand
	#3.3	All work shall conform to CMAA specification 78 in repair and modification, to include workmanship and testing of final repair.	I acknowledge and I understand

	#3.4	All work shall conform to OSHA regulations to include but not limited to OSHA 1910.179	I acknowledge and I understand
	#3.4.1	This shall include but not limited to NDT of all new welds and load testing of final grapple.	I acknowledge and I understand
	#3.5	Steel for new barrel body shall be A36 steel.	KCS Acknowledge-A36 Steel .pdf
	#3.5.1	Barrel shall have all holes and penetrations in the same place as original barrel.	I acknowledge and I understand
	#3.5.2	Is it okay to use a pipe for barrel replacement if the thickness is the same or greater. The pipe must be ASTM A53.	I acknowledge and I understand
	#3.5.4	Barrel body and connections shall be painted fire engine red.	I acknowledge and I understand
	#3.6	All tine Tips shall be replaced with new tips that are hard faced.	I acknowledge and I understand
	#3.6.1	Specification for hard facing material: Lincoln wear shield 60 for hard facing.	I acknowledge and I understand
	#3.6.1.1	Tine material that is missing and or thin and need of replacement to be replaced with hard facing	I acknowledge and I understand
	#3.6.2	All tines shall be tested by NDT method and material that is worn, missing or broken will be replaced with like in kind to original thickness with hard facing.	I acknowledge and I understand
	#3.7	All bolts shall be replaced with new like in kind.	I acknowledge and I understand
	#3.8	All pins and bushings shall be replaced with new pins and bushings to original measurements.	I acknowledge and I understand
	#3.9	If the product differs from the provisions contained herein, these differences must be explained in detail.	No Differences
	#4	The COS WTEF Maintenance Supervisor will communicate with awarded Vendor and notify when a grapple needs rebuild.	I acknowledge and I understand

	#4.1	The hydraulics “will not” be removed before contractor picks up Grapple. Contractor would be responsible for removal of hydraulics.	I acknowledge and I understand
	#4.2	It shall be the responsibility of the winning Vendor to supply all necessary transportation required for pick-up and delivery of grapple(s) to and from Spokane Solid Waste Disposal, WTEF, Attn: Shipping and Receiving, 2900 S. Geiger Blvd, Spokane WA, 99224-5400.	I acknowledge and I understand
	#4.3	City of Spokane will help place grapple on Vendor's trailer for load out. It will be the responsibility of the Vendor to secure load for transport.	I acknowledge and I understand
	#5	Vendor would dismantle and repair and rebuild grapple(s). For components that are beyond repair, Vendor would be responsible for fabricating or purchase of new required components.	I acknowledge and I understand
	#5.1 (Addendum 1 79-2025)	#5.1 was deleted per Addendum 1.	I acknowledge and I understand
	#5.2	The COS WTEF Maintenance Supervisor and the Vendor will devise a plan acceptable to both parties prior to work start. Any deviations must be pre-authorized by COS WTEF and submitted on the city’s work scope change order form.	I acknowledge and I understand
	#5.2.1	Vendor would have turn-around time of 45 calendar days to repair or rebuild grapple upon being notified by the City, unless otherwise agreed by City. The 45 days includes delivery of grapple to COS WTEF.	I acknowledge and I understand

	5.2.1.1	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 $0.00 per working day until the work is satisfactorily completed.	I acknowledge and I understand
	#6	REPORTS: Provide an individual detailed report for each grapple that was rebuilt or repaired. The report shall list what services were performed, and list all items, parts, material that were replaced. Any drawings created as part of this work will be provided to and become property of the City of Spokane.	I acknowledge and I understand
	#7	The Vendor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Vendor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to Work, which has been abused or neglected by the City.	I acknowledge and I understand

	#8	References: Bidder shall furnish names, addresses, telephone numbers, and email addresses of representatives of at least three companies/municipalities for whom work has been accomplished. Briefly describe the type of service provided. COS WTEF may contract references as the City's discretion.	City of Spokane - Greg Lafrenz, Phone: 509-625-6509, Email: glafrenz@spokanecity.org, KCS has successfully completed many projects at the Waste to Energy Facility.; Kaiser Aluminum - Nathan Ray, Phone: 509-927-6118, Email: Nathan.Ray@kaisertwd.com, KCS has successfully completed many projects for Kaiser Aluminum.; Alcoa - Ron Green, Phone: 254-228-7531, Email: rong@sandowlakesranch.com, KCS has successfully completed many projects for Alcoa.
	#9	As applicable, Safety Data Sheets must be included with Bid. Upload Here	Safety Data Sheets.pdf
	#10	If you took exception to above, explain in detail.	No Exceptions.
PRICING			
	#1	Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should --not-- be included in bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the Vendor or paid by the City as use tax	I acknowledge and I understand
	#2	The winning Vendor shall receive a unit priced contract, annual spend could be $95,000 more or less. Payment would only be made for actual services requested, performed and accepted, in accordance with the current contract unit pricing.	I acknowledge and I understand

	#3	VENDOR'S DICOUNT PERCENTAGE: Discount percentages offered will remain unchanged throughout the life of resulting five-year contract.	I acknowledge and I understand
	#4	VENDOR'S MARKUP PERCENTAGE will remain unchanged throughout the life of resulting five-year contract.	I acknowledge and I understand
	#5	The Vendor's prices shall be firm throughout the first year, December 1, 2025 to November 30, 2026.	I acknowledge and I understand
	#6	Bidder must complete and upload 'ITB 6372-25 Pricing Pages (2 pages)' located in the "Documents" tab. Unit Pricing shall not include tax. Upload Here:	ITB 6372-25 BID PRICING PAGES (2Pages).pdf
	#7	Pricing Adjustments can be requested on the "anniversary of award" with justification support.	I acknowledge and I understand
	#7.1	Adjustments to pricing shall be the result of increases at the manufacturer's level, incurred after contract commencement date, shall not produce a higher profit margin than that on the original Contract., clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to Spokane City sufficient to justify the requested increase. Spokane City will be the sole judge as to the acceptability of sources. Acceptance of a request will be at the sole discretion of Spokane City.	I acknowledge and I understand
	#7.2	Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Contractor and concurred with by the City.	I acknowledge and I understand
	#7.3	An approved price increase will become effective after the approval of the increase.	I acknowledge and I understand
	#7.4	Retroactive price increase adjustments will not be considered.	I acknowledge and I understand

	#7.5	Failure to reach agreement on a request for an increase in price(s) can, at the sole option of the City, result in the termination of the Value Blanket Order.	I acknowledge and I understand
	#8	During the five year contract, should the Vendor realize any declines at the manufacturer's level, or cost reductions, or enter into pricing agreements with other customers providing greater benefits or lower pricing, the Vendor shall immediately request that an amendment to the Contract to provide similar pricing to the City, if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. The Vendor shall immediately notify the City of any such contracts entered into by the Vendor. Price decreases may be considered and implemented at any time upon mutual consent of the parties.	I acknowledge and I understand
	#9	If you took exception to above, explain in detail.	No Exceptions.
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD			
	#1	If you have additional information/documents to submit, upload them here.	Addendum 1 signed.pdf
	#2	If you have additional information/documents to submit, upload them here.	
	#3	If you have additional information/documents to submit, upload them here.	
	#4	If you have additional information/documents to submit, upload them here.	

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

Addendum 1
7/9/2025

ITB 6372-25
Grapple Rebuilds Offsite As-Needed Over Five-Year Period

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

Addendum 1 provides responses to questions asked during the Mandatory Pre-Bid Meeting conducted on July 9, 2025, and provides a copy of the sign in sheet.

#1 Question: What is the expected turnaround time on grapple rebuilds?
Response: 45 calendar days.

#2 Question: Is the winning bidder required give an estimate for each grapple prior to rebuilding it?_
Response: No cost estimate is required prior to the start of each rebuild. Estimate 1 rebuild per contract year.

Bid Section, Technical Sections #5.1 has been deleted from bid. Reference Bid Section, Pricing #2.
~~**#5.1Vendor will submit a detailed quote in a timely manner to the COS WTEF Maintenance Supervisor listing all cost to be incurred, that will list but not limited to all materials, parts, and total labor total hours, to arrive at an overall total estimated cost, derived utilizing current-contract labor rates and applicable markups or discount percentages.**~~

#3 Question: Does WTE supply pins for the rebuilds?
Response: No, but we can supply drawings of their specifications

The below listed six documents have been upload in "Documents" tab of the bid within ProcureWare:

#4 Question: Who loads and unloads the grapples onto the trailer for pickup and delivery at the WTEF?
Response: WTE will place and pick up the grapples during pickup(s) and delivery(s). The Vendor is responsible for securing the grapple for transport. Reference Bid Section, Technical Specifications #4.2 and 4.3.

#5 Question: What is the type and capacity of oil in each grappler?
Response: 35 gallons of ISO 46

Copy of Sign In Sheet:

ITB 6372-25, Grapple Rebuilds Offsite As-Needed Over Five-Year Period A Mandatory Bid Conference meeting, Wednesday, July 9, 2025, at 10:00 AM at the Waste to Energy Facility (WTEF), Administration Office, 2900 S Geiger Blvd, Spokane WA 9922.			
Company Name	**Individual's Printed Name**	**Signature**	**Email address**
Superior Welding	Derick Goble		derick.goble@swandf.com
Faust Fabrication	Mike Sitton		mike@FaustFab.com
Big Ridge Services	John Murray		jmurray@BRSMdt.com
~~Thomas Rogers~~			
Capital Industrial	Norman Burgess		Jamar.burgess@capitalindustrial.c
~~Matt~~ SNS	Matt Cherrstrom		MattC@SNSEquipment.com
SWS Equipment	Jim Breeden		JB@SWSEQUIPMENT.COM
Everett Engineering	Ivo Tellesbo		IRO@everettengineering.com
WEMCO inc	Juston Roose		Juston@wemcoinc.com
Knight Const	David Knight		dave@knightconst.com
PASCO MACHINE	CALEB CLARKMAN		caleb@pascomachine.com
Scallywag Customs	EVAN MAGERS		magers@scallywagcustoms.com

Rick Rinderle
Procurement Specialist

The undersigned acknowledges receipt of this Addendum.

Knight Const. & Supply, Inc.

Company

Signature

David A. Knight, Vice President

These Two Pages Must Be Completed and Uploaded Into ProcureWare Via Pricing Question #6

BID PRICING PAGES

ITB 6372-25

Grapple Rebuilds Offsite As-Needed Over Five-Year Period

BIDDER'S DECLARATION.

The undersigned bidder certifies that it has read and understands the specifications for the above services and agrees to comply with all applicable federal, state and local laws and regulations.

BID OFFER.

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete services in strict accordance with the contract documents. The bidder proposes to do the services at the following price:

December 1, 2025 Through November 30, 2026

Unit Pricing shall be firm throughout the first year of the contract period,12/1/25 through 11/30/26, with annual pricing adjustments on the anniversary of the award with justification.

ITB 6372-25 Pricing Pages	
The City shall issue payment in the applicable amount set forth on the Pricing Pages for actual services requested, performed and accepted	
VENDOR'S DICOUNT PERCENTAGE: Discount percentages offered will remain unchanged throughout the life of resulting five-year contract.	
VENDOR'S MARKUP PERCENTAGE will remain unchanged throughout the life of resulting five-year contract.	
The City shall issue payment in the applicable amount set forth on the Pricing Pages for actual services requested, performed and accepted	
Description	
List Labor Type(s) To Be Incurred Below	**Hourly Rate**
Project Manager (PM) / Shop Foreman / Machinist	$ 102.00
Journeyman Fabricator	$ 92.00
Apprentice Fabricator	$ 82.00
	$
	$
	$
	$
	$
	$
	$
Average Hourly Rate Based On Above Listed Labor Cost	$ 92.00
Grapple Pick-up Fee	$ 825.00
Grapple Delivery Fee	$ 825.00

Vendor's Percentage Discount Off List Cost for product or materials, it has listed on specification sheet, or any other additional products or materials not listed on vendor's specification sheet, but may be realized is needed at a later point in time to complete grapple rebuild or repair.	0 % Off List
Vendor's Percentage Markup Above Vendor's Cost for product or materials, it has listed on specification sheet, or any other additional products or materials not listed on vendor's specification sheet, but may be realized is needed at a later point in time to complete grapple rebuild or repair.	15 % Markup Above Vendor's Cost

Other Costs	**No other costs will be allowed if not listed below.**

List any other cost that could be incurred that is not listed above that could be incurred per grapple rebuild or repair request

Other Cost Descriptions	Cost
	$
	$
	$
	$
	$
	$

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) 1 and agrees that their requirements have been included in this bid proposal.

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 $0.00 per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington Unified Business Identification Number (WA UBI) 600074664

Name of Bidder: Knight Const. & Supply, Inc.

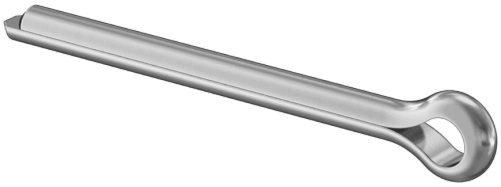
Signature of Bidder's Authorized Representative

Title David A. Knight, Vice President

McMASTER-CARR®

316 Stainless Steel Cotter Pin

1/4" Diameter, 2-1/2" Long



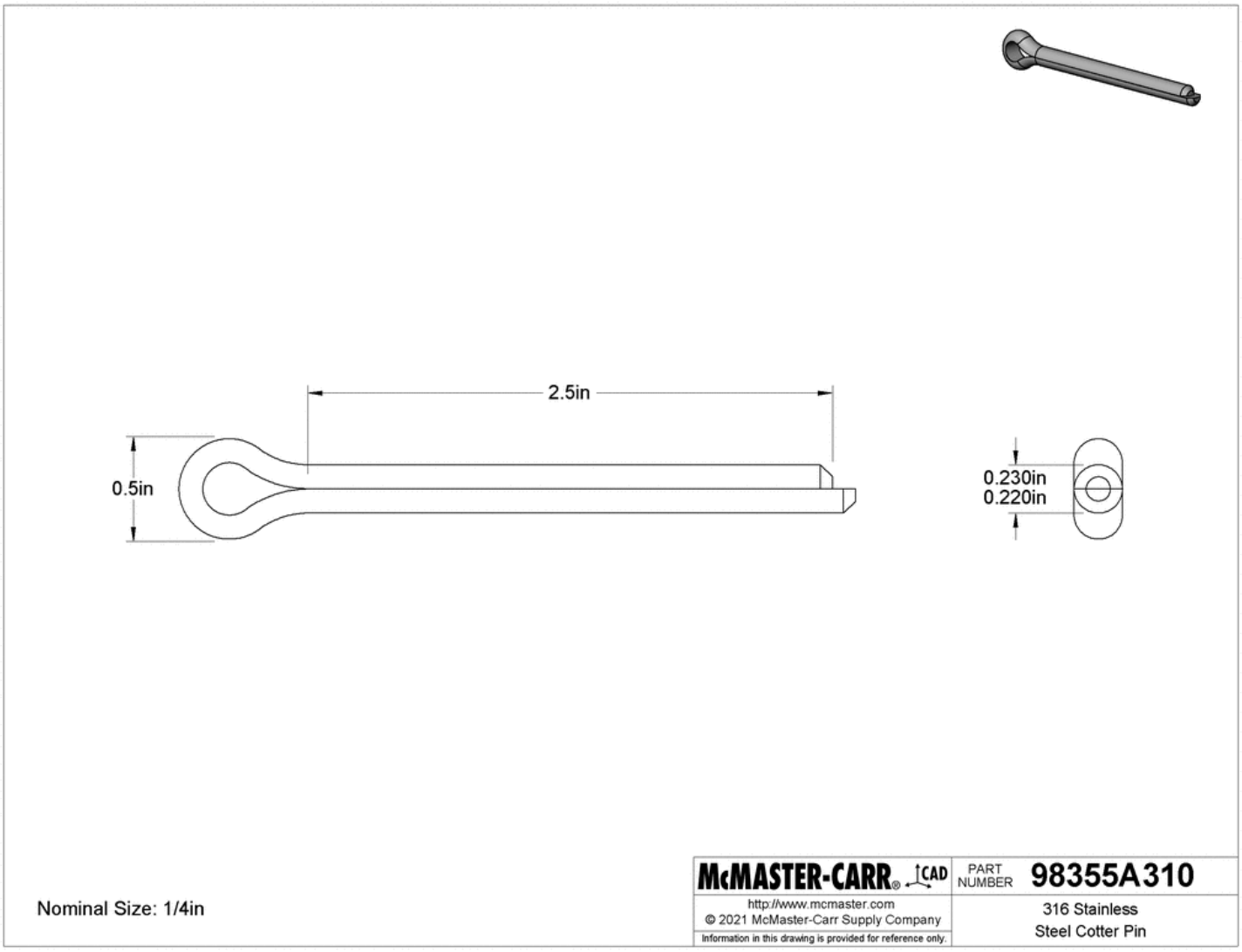
Delivers tomorrow 9-11 am

$15.18 per pack of 5
98355A310

Cotter Pin Type	Standard
Material	316 Stainless Steel
Diameter	1/4"
Length	2 1/2"
Specifications Met	ASME B18.8.1
Passivation	Unpassivated
Performance	Highly Corrosion Resistant
Pin Type	Cotter
System of Measurement	Inch
Country of Origin	United States
DFARS Compliance	Not Specialty Metals Compliant
Export Control Classification Number (ECCN)	EAR99
REACH Compliance	REACH (EC 1907/2006) (01/23/2024, 240 SVHC) Compliant
RoHS Compliance	RoHS 3 (2015/863/EU) Compliant
Schedule B Number	731824.0000
U.S.–Mexico–Canada Agreement (USMCA) Qualifying	No

Lock the ends of clevis pins and shafts to keep components in place. Slide these cotter pins into a hole and then bend the prongs outward with pliers to secure. Also known as split pins, one prong is slightly longer than the other for easy opening once inserted. Repeated bending will weaken the pin, so they should not be reused.

Highly-Corrosion-Resistant 316 Stainless Steel—Superior to 18-8 stainless steel, these pins won't degrade when exposed to harsh weather, salt water, and most chemicals. They're strong enough to join most components but won't withstand extreme stress and vibration as well as steel.



The information in this 3-D model is provided for reference only.

Exact Fastenal product match shown below. Click here for additional search results.

EXPRESS

CAD

Compliance

Product Standards

Fastenal Product Standard

Alternative Items (1)

EXPRESS

1

Local DC Inventory

SKU: 924834804
1-1/2" ASTM F436 Type 1 Plain Steel Structural Flat Washer
FASTENAL APPROVED VENDOR

Online Price:
$30.3000 / bag of 10
Unit Price:
$3.0300 / each

1-1/2" ASTM F436 Type 1 Plain Steel Structural Flat Washer

Fastenal Part No. (SKU)	33126
UNSPSC	31161807
Manufacturer	FASTENAL APPROVED VENDOR

This is a Catalog Item

Product Attributes	
System of Measurement	Imperial (Inch)
Type	Flat Washer
Material	Steel
Mating Fastener Size	1-1/2"
Outer Diameter	2.937" - 3.063"
Inner Diameter	1.625" - 1.688"
Nominal Thickness	0.136" - 0.177"
Finish	Plain
Grade	Type 1

Fastenal Uses Cookies to Improve User Experience

Cookies are not used for the processing, collection or storage of personal data under any circumstances.If you would like to prevent this website from using cookies, adjust the cookie settings in your browser.Changing this setting will alter the functionality of this site and your user experience could be diminished.

Accept & Continue I wish to block cookies.

UOM	each

Notes

Structural Washers to be used with A325 and A490 Structural Bolts. Plain Finish, or bare metal finish which may contain a light coating of oil.

Online Price: $728.0000 / case of 200

Unit Price: $3.6400 / each

QTY 1 ADD

Supply Chain	
Availability	Local DC Inventory
Direct Ship	Ships TOMORROW

Some restrictions apply, login to see shipping methods.

Company Information

About Us
Accessibility
Blue Lane Freight
Careers
ESG
Investor Relations
Legal Information
Privacy Statement
Vehicles for Sale

Support

Contact Us
Customer Support
Find a Branch
International Orders
Certification Library
Services & Solutions
Website Feedback

Marketing Information

Fastenal Brands
Partnerships in Action
Press Room
NHL Partnership
RFK Racing Partnership
Supplier Partners

Associated Websites

Av-Tech Industries
BK5K
Cardinal Fastener
Fastenal Blue Print
Fastenal Brazil
Fastenal Canada
Fastenal China
Fastenal Europe
Fastenal Mexico
Holo-Krome
Innova Supply Chain Solutions
Mansco
Spensall

Stay In The Know

Get the latest info on all things supply chain

Sign Up

Stay Connected

Copyright © 2025 Fastenal Company. All Rights Reserved

Fastenal Uses Cookies to Improve User Experience

Cookies are not used for the processing, collection or storage of personal data under any circumstances.If you would like to prevent this website from using cookies, adjust the cookie settings in your browser.Changing this setting will alter the functionality of this site and your user experience could be diminished.

I wish to block cookies.

WEARSHIELD® 60

Severe Abrasion

KEY FEATURES

- Designed to resist severe abrasion
- It exhibits higher alloy and higher abrasion resistance than Wearshield® ABR, Wearshield® 44 or Wearshield® ME
- Can be used on carbon, low alloy, stainless, and manganese steels
- Deposits consist of primary carbides in a matrix of austenite-carbide eutectic
- Deposits should be limited to two layers

TYPICAL APPLICATIONS

- Conveyor screws
- Grader blades
- Crusher rolls, plates and jaws
- Sleeves
- Brick and coke machinery

WELDING POSITIONS

Flat & Horizontal

DIAMETERS / PACKAGING

Diameter in (mm)	Length in (mm)	10 lb (4.5 kg) Carton 40 lb (18.1 kg) Master Carton
1/8 (3.2)	14 (350)	ED022010
5/32 (4.0)	14 (350)	ED022011
3/16 (4.8)	14 (350)	ED022012

MECHANICAL PROPERTIES[1]

Rockwell Hardness (R_c)	
1 Layer	2 Layers
57 - 60	60 - 62

DEPOSIT COMPOSITION[1]

On Carbon Steel	%C	%Mn	%Si	%Cr	%Mo	%V
2 Layers	5.0	0.80	1.0	23.0	2.3	0.6

TYPICAL OPERATING PROCEDURES

	Current (Amps)		
Polarity[2]	1/8 in (3.2 mm)	5/32 in (4.0 mm)	3/16 in (4.8 mm)
DC+	100 - 140	130 - 180	210 - 250
AC	110 - 150	140 - 200	230 - 270

[1]Composition and properties depend upon dilution. Single layer deposit properties depend upon base metal and/or build-up material. [2]Preferred polarity is listed first.

NOTE: The deposit is not machinable or forgeable. Cooling rate does not significantly influence abrasion resistance. Deposit will usually cross check.

If more than two-layer build-up is required, use Wearshield® 15CrMn (preferred), Wearshield® BU or Wearshield® BU30 for the preliminary layer or layers under Wearshield® 60. On manganese steel, use Wearshield® Mangjet® or Wearshield® 15CrMn as build-up. Preheat is not generally necessary except to be sure that work is in room temperature range 25° - 45°C (75° - 100°F). However, preheat of 120° - 200°C (250° - 400°F) may be necessary to prevent heat affected zone cracking on high carbon steel or low alloy steel base metals. If more than two layers must be used, or if cross checks must be eliminated, preheat to 650°C (1200°F).

Prolonged or repeated heating of manganese steel base metal over 260°C (500°F) can cause embrittlement and spalling. Avoid base metal embrittlement by:

- Limiting the temperature 260°C (500°F) at distances of 13 mm (1/2 in) away from the weld.
- Minimizing the time at elevated temperatures.

The correct welding technique is a vertical electrode with a 3.2 - 4.8 mm (1/8 - 3/16 in) arc length. The large ball on the end of the electrode should never touch the puddle. This technique will give a smooth transfer, low spatter and smooth bead.

Safety Data Sheets (SDS) and Certificates of Conformance are available on our website at www.lincolnelectric.com

FUMES AND GASES can be hazardous to your health.

- Fumes from the normal use of this product contain significant quantities of potentially hazardous compounds. See consumable product label/insert.
- Keep your head out of the fumes.
- Use enough ventilation and local exhaust to keep fumes and gases from your breathing zone and the general area.
- An approved respirator should be used unless exposure assessments are below applicable exposure limits.

TEST RESULTS

Test results for mechanical properties, deposit or electrode composition and diffusible hydrogen levels were obtained from a weld produced and tested according to prescribed standards, and should not be assumed to be the expected results in a particular application or weldment. Actual results will vary depending on many factors, including, but not limited to, weld procedure, plate chemistry and temperature, weldment design and fabrication methods. Users are cautioned to confirm by qualification testing, or other appropriate means, the suitability of any welding consumable and procedure before use in the intended application.

CUSTOMER ASSISTANCE POLICY

The Lincoln Electric Company is manufacturing and selling high quality welding equipment, consumables, and cutting equipment. Our challenge is to meet the needs of our customers and to exceed their expectations. On occasion, purchasers may ask Lincoln Electric for information or advice about their use of our products. Our employees respond to inquiries to the best of their ability based on information provided to them by the customers and the knowledge they may have concerning the application. Our employees, however, are not in a position to verify the information provided or to evaluate the engineering requirements for the particular weldment. Accordingly, Lincoln Electric does not warrant or guarantee or assume any liability with respect to such information or advice. Moreover, the provision of such information or advice does not create, expand, or alter any warranty on our products. Any express or implied warranty that might arise from the information or advice, including any implied warranty of merchantability or any warranty of fitness for any customers' particular purpose is specifically disclaimed.

Lincoln Electric is a responsive manufacturer, but the selection and use of specific products sold by Lincoln Electric is solely within the control of, and remains the sole responsibility of the customer. Many variables beyond the control of Lincoln Electric affect the results obtained in applying these types of fabrication methods and service requirements.

Subject to Change – This information is accurate to the best of our knowledge at the time of printing. Please refer to www.lincolnelectric.com for any updated information.

All trademarks and registered trademarks are the property of their respective owners.

THE LINCOLN ELECTRIC COMPANY
22801 St. Clair Avenue ▪ Cleveland, OH ▪ 44117-1199 ▪ U.S.A.
Phone: +1.216.481.8100 ▪ www.lincolnelectric.com

Publication C7.10.9 | Issue Date 06/19
© Lincoln Global, Inc. All Rights Reserved.

Dual Shield 710X-M provides outstanding operator appeal with an easily controlled arc, improved operation at both lower and higher current levels, minimal spatter and easily removed slag. Dual Shield 710X-M is designed to be used with 75/25 Argon CO2 gas mix.

Where To Buy

Request Information

Industries +

Process +

Features & Benefits

Overview
Features & Benefits
Specs
Ordering
Documents
Reviews

Privacy - Terms

We Make It Easy to Size Up Seismic Certified Metals.

In today's competitive economy, the structured steel industry needs a welding and cutting supplier that delivers more than just equipment and materials. At ESAB, we offer a complete range of Seismic Certified™ filler metals, plus the technical expertise to determine and execute the best solution for your application.

Diligently Tested to Meet D1.1 and D1.8.

Our Seismic Certified products are diligently tested to meet the new AWS 'D' designator requirements, making them excellent welding options for critical welds when FEMA 353, D1.1 or D1.8 Seismic Supplement is used. It’s why we’re a leader in seismic welding with consumables and solutions designed help you meet new and ever-evolving requirements.

Put an End to Costly Project Delays.

Project delays are not only frustrating, but they’re also expensive. When you partner with ESAB for your Seismic Metal needs, we’ll help you achieve your project goals quickly. From material testing to development of welding procedures to on-time delivery of products that will increase your productivity, we have all the details covered, so you can keep your project on track and on budget.

Simple. Streamlined. Seismic Certified.

With a wide range of products, we're shaking up the industry. We can meet all your Seismic Certified metal needs, whether for mild steels, higher tensile steels, single or multiple pass weld applications, and so much more. We can even protect your building investment thanks to our Seismic certification. Pre-certified products means streamlined approvals every step of the way.

Specifications

Classifications	SFA/AWS A5.20 : E71T-1MD-H8/T-9MD-H8 SFA/AWS A5.20 : E71T-1C/T-9C H8
Approvals	ABS : 3YSA (H10) CWB : E491T1-GA3-CS1-H8 CWB : E491T1-M20A3-CS1-H8 CWB : E491T1-GA3-CS1-H8 CWB : E491T1-M21A3-CS1-H8 LR : 3YS (M21) MIL : MIL-71T-1M Seismic Certified : D DNV-GL
Industry	Railcars Ship/Barge Building Barges Light Equipment Civil Construction Industrial and General Fabrication

Approvals are based on factory location. Please contact ESAB for more information.

Welding Current	DC+
Diffusible Hydrogen	< 8 ml/100g
Alloy Type	C Mn steel
Shielding Gas	M21, C1 (EN ISO 14175)

C1			
As Welded	470 MPa (68 ksi)	530 MPa (77 ksi)	30 %
M21			
As Welded	510 MPa (74 ksi)	570 MPa (83 ksi)	29 %

C1		
As Welded	-18 °C (0 °F)	81 J (60 ft-lb)
As Welded	-29 °C (-20 °F)	45 J (33 ft-lb)
M21		
As Welded	-18 °C (0 °F)	97 J (72 ft-lb)
As Welded	-29 °C (-20 °F)	76 J (56 ft-lb)

0.04	1.3	0.5	0.008	0.012

1.2 mm (0.045 in.)	130-265 A	30-32 V	7.62-10.16 m/min (300-400 in./min)	(0.4, in.)	1.2-4.3 kg/h (2.6-9.5 lbs/h)
1.4 mm (0.052 in.)	135-355 A	28-30 V	3.81-6.35 m/min (150-250 in./min)	13.0 mm (0.5, in.)	1.4-6.0 kg/h (3.1-13. lbs/h)
1.6 mm (1/16 in.)	185-400 A	30-32 V	8.89-11.43 m/min (350-450 in./min)	16.0 mm (0.6, in.)	2.2-7.5 kg/h (4.9-16. lbs/h)

Ordering

Description: DS 710X-M 045X33#AWS
Product number: 245019807

Description: DS 710X-M 045X60#CL
Product number: 245019245

Description: DS 710X-M 045X600#OMP
Product number: 245019237

Description: DS 710X-M 052X33#AWS
Product number: 245019815

Description: DS710X-M052X60#CL
Product number: 245019880

Description: DS 710X-M 052X600#OMP 2/PLT
Product number: 245019849

Description: DS 710X-M 1/16X33#AWS
Product number: 245019823

Description: DS710X-M1/16X50#CL
Product number: 245019872

Description: DS 710X-M 1/16X60#CL
Product number: 245019831

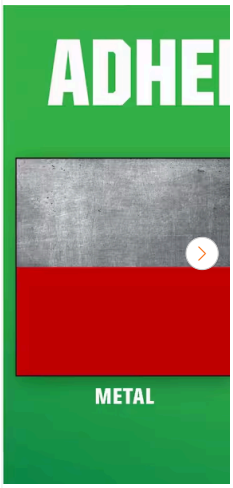
Description: DS 710X-M 1/16X600#OMP
Product number: 245019864

Description: DS710X-M045X60#CL

#1 Home Improvement Retailer

North Spokane 10PM 99003 What can we help you find today? 1 North Spokane 10PM 99003 Shop All Services DIY Me

Based on your search:



12 oz. Power and Equipment Toolbox Red Enamel Spray Paint (6-Pack)

by **Rust-Oleum**

(542)

Color/Finish: **Toolbox Red**

Number per Package: **6**

6

Sheen: **High-Gloss**

High-Gloss Gloss Low Lustre

Includes 6 cans

$25.61 /case ($4.27 /can)

Pickup at North Spokane Delivering to 99003

Ship to Store
Oct 1 - Oct 6
101 available
FREE

Delivery
Fri, Oct 3
101 available
FREE

Check Nearby Stores Delivery Details

1 Add to Cart

View Full Product Details

Customers Also Viewed

Rust-Oleum 12 oz. Power and Equipment Outdoor Yellow Glo…

$46.73 /case ($7.79/can)

Rust-Oleum 1 gal. Farm & Implement International Harves…

(4.6 / 283)

$64.85 /case ($32.43/gallon)

Rust-Oleum 12 oz. Power and Equipment Rugged Red Gloss…

$46.73 /case

Rust-Oleum 1 gal. Farm & Implement Red Oxide Metal…

(4.6 / 28)

$113.41 /case ($56.71/gallon)

Rust-Oleum 1 gal. Farm Equipment Ford Blue Gloss…

(4.7 / 49)

$62.79

Rust-Oleum Automotive 12 oz. Acrylic Enamel 2X Semi-Gloss…

(4.6 / 5)

$49.73 /case ($8.29/can)

Safety Data Sheet

RUST-OLEUM CORPORATION
* Trusted Quality Since 1921 *
www.rustoleum.com

1. Identification

Product Name: SPECLT SSPR 6PK FARM TOOLBOX RED

Revision Date: 10/5/2023

Product Identifier: 350444

Supercedes Date: 9/18/2019

Recommended Use: Topcoat/Aerosols

Supplier: Rust-Oleum Corporation
11 Hawthorn Parkway
Vernon Hills, IL 60061
USA

Manufacturer: Rust-Oleum Corporation
11 Hawthorn Parkway
Vernon Hills, IL 60061
USA

Preparer: Regulatory Department

Emergency Telephone: 24 Hour Hotline: 847-367-7700

2. Hazards Identification

Classification

Symbol(s) of Product

Signal Word
Danger

Possible Hazards
33% of the mixture consists of ingredient(s) of unknown acute toxicity.

GHS HAZARD STATEMENTS

Flammable Aerosol, category 1	H222	Extremely flammable aerosol.
Eye Irritation, category 2A	H319	Causes serious eye irritation.
STOT, Single Exposure, category 3, NE	H336	May cause drowsiness or dizziness.
Carcinogenicity, category 2	H351	Suspected of causing cancer.
Reproductive Toxicity, category 1B	H360	May damage fertility or the unborn child.
STOT, Repeated Exposure, category 2	H373	May cause damage to organs.
Gases under Pressure; Compressed Gas	H280	Contains gas under pressure; may explode if heated.

GHS LABEL PRECAUTIONARY STATEMENTS

P201	Obtain special instructions before use.
P210	Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking.
P211	Do not spray on an open flame or other ignition source.
P251	Do not pierce or burn, even after use.
P260	Do not breathe dust/fumes/gas/mist/vapours/spray.
P264	Wash thoroughly after handling.
P280	Wear protective gloves / protective clothing / eye protection / face protection.
P405	Store locked up.

P501	Dispose of contents and container in accordance with local, regional and national regulations.
P304+P340	IF INHALED: Remove person to fresh air and keep comfortable for breathing.
P305+P351+P338	IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P308+P313	IF exposed or concerned: Get medical advice/attention.
P403+P233	Store in a well-ventilated place. Keep container tightly closed.
P410+P403	Protect from sunlight. Store in a well-ventilated place.
P410+P412	Protect from sunlight. Do not expose to temperatures exceeding 50°C / 122°F.
P317	Get medical help.
P319	Get medical help if you fell unwell.
P337+P317	If eye irritation persists: Get medical help.

3. Composition / Information on Ingredients

HAZARDOUS SUBSTANCES

Chemical Name	CAS-No.	Wt.% Range	GHS Symbols	GHS Statements
Acetone	67-64-1	10-25	GHS02-GHS07	H225-319-332-336
Propane	74-98-6	10-25	GHS04	H280
Dimethyl Carbonate	616-38-6	2.5-10	GHS02-GHS06	H225-331
n-Butane	106-97-8	2.5-10	GHS04	H280
n-Butyl Acetate	123-86-4	2.5-10	GHS02-GHS07	H226-336
Xylenes (o-, m-, p- Isomers)	1330-20-7	2.5-10	GHS02-GHS07	H226-315-319-332
Naphtha, Petroleum, Hydrotreated Light	64742-49-0	2.5-10	GHS08	H304
Pigment Red 170	2786-76-7	2.5-10	Not Available	Not Available
Propylene Glycol Monobutyl Ether	5131-66-8	1.0-2.5	GHS07	H302-315-319
Ethylbenzene	100-41-4	1.0-2.5	GHS02-GHS07-GHS08	H225-304-332-351-373
Solvent Naphtha, Light Aromatic	64742-95-6	0.1-1.0	GHS07-GHS08	H304-332
Titanium Dioxide	13463-67-7	0.1-1.0	Not Available	Not Available
Octane	111-65-9	0.1-1.0	GHS02-GHS07-GHS08	H225-304-315-336
n-Heptane	142-82-5	0.1-1.0	GHS02-GHS07-GHS08	H225-304-315-336
Zirconium 2-Ethylhexanoate	22464-99-9	0.1-1.0	GHS07-GHS08	H315+H320-360
Cobalt 2-Ethylhexanoate	136-52-7	0.1-1.0	GHS08	H360
Zirconium Acetate	5153-24-2	<0.1	Not Available	Not Available

4. First-Aid Measures

FIRST AID - EYE CONTACT: Immediately flush eyes with plenty of water for at least 15 minutes holding eyelids open. Get medical attention. Do NOT allow rubbing of eyes or keeping eyes closed. Remove contact lenses, if present and easy to do. Continue rinsing.

FIRST AID - SKIN CONTACT: Wash skin with soap and water. Remove contaminated clothing. Get medical attention if irritation develops or persists.

FIRST AID - INHALATION: Remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Get immediate medical attention. Do NOT use mouth-to-mouth resuscitation. If you experience difficulty in breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical assistance immediately.

FIRST AID - INGESTION: If swallowed, do not induce vomiting. If victim is conscious and alert, give 2 to 4 cupfuls of water or milk. Call a physician or poison control center immediately. Never give anything by mouth to an unconscious person. Treat symptomatically and supportively.

5. Fire-Fighting Measures

EXTINGUISHING MEDIA: Aqueous Film Forming Foam, Carbon Dioxide, Dry Chemical, Dry Sand, Water Fog

UNUSUAL FIRE AND EXPLOSION HAZARDS: Water spray may be ineffective. Closed containers may explode when exposed to extreme heat. Vapors may form explosive mixtures with air. Vapors can travel to a source of ignition and flash back. Isolate from heat, electrical equipment, sparks and open flame. Perforation of the pressurized container may cause bursting of the can. FLASH POINT IS LESS THAN -7°C (20°F). EXTREMELY FLAMMABLE LIQUID AND VAPOR!

SPECIAL FIREFIGHTING PROCEDURES: Water may be used to cool closed containers to prevent buildup of steam. Full protective equipment including self-contained breathing apparatus should be used. If water is used, fog nozzles are preferred. Evacuate area and fight fire from a safe distance. Use water spray to keep fire-exposed containers cool. Containers may explode when heated.

Special Fire and Explosion Hazard (Combustible Dust): Not a combustible dust.

6. Accidental Release Measures

STEPS TO BE TAKEN IF MATERIAL IS RELEASED OR SPILLED: Remove all sources of ignition, ventilate area and remove with inert absorbent and non-sparking tools. Dispose of according to local, state (provincial) and federal regulations. Do not incinerate closed containers. If spilled, contain spilled material and remove with inert absorbent. Dispose of contaminated absorbent, container, and unused contents in accordance with local, state, and federal regulations. Do not incinerate closed containers

7. Handling and Storage

HANDLING: Wash thoroughly after handling. Wash hands before eating. Remove contaminated clothing and launder before reuse. Use only with adequate ventilation. Follow all SDS and label precautions even after container is emptied because it may retain product residues. Avoid breathing fumes, vapors, or mist. Do not get in eyes, on skin or clothing. Do not puncture or incinerate (burn) container, even after use.

STORAGE: Contents under pressure. Do not store above 120°F (49°C). Store large quantities in buildings designed and protected for storage of flammable aerosols. Keep away from heat, sparks, flame and sources of ignition.

Advice on Safe Handling of Combustible Dust: No Information

8. Exposure Controls / Personal Protection

Chemical Name	CAS-No.	Weight % Less Than	ACGIH TLV-TWA	ACGIH TLV-STEL	OSHA PEL-TWA	OSHA PEL-CEILING
Acetone	67-64-1	25.0	250 ppm	500 ppm	1000 ppm	N.E.
Propane	74-98-6	20.0	N.E.	N.E.	1000 ppm	N.E.
Dimethyl Carbonate	616-38-6	10.0	N.E.	N.E.	N.E.	N.E.
n-Butane	106-97-8	10.0	N.E.	1000 ppm	N.E.	N.E.
n-Butyl Acetate	123-86-4	10.0	50 ppm	150 ppm	150 ppm	N.E.
Xylenes (o-, m-, p- Isomers)	1330-20-7	10.0	20 ppm	N.E.	100 ppm	N.E.
Naphtha, Petroleum, Hydrotreated Light	64742-49-0	5.0	N.E.	N.E.	N.E.	N.E.
Pigment Red 170	2786-76-7	5.0	N.E.	N.E.	N.E.	N.E.
Propylene Glycol Monobutyl Ether	5131-66-8	5.0	N.E.	N.E.	N.E.	N.E.
Ethylbenzene	100-41-4	5.0	20 ppm	N.E.	100 ppm	N.E.
Solvent Naphtha, Light Aromatic	64742-95-6	1.0	N.E.	N.E.	N.E.	N.E.
Titanium Dioxide	13463-67-7	1.0	0.2 mg/m3	N.E.	15 mg/m3	N.E.
n-Heptane	142-82-5	1.0	400 ppm	500 ppm	500 ppm	N.E.
Octane	111-65-9	1.0	300 ppm	N.E.	500 ppm	N.E.
Zirconium 2-Ethylhexanoate	22464-99-9	1.0	5 mg/m3	10 mg/m3	5 mg/m3	N.E.
Cobalt 2-Ethylhexanoate	136-52-7	1.0	N.E.	N.E.	N.E.	N.E.
Zirconium Acetate	5153-24-2	0.1	5 mg/m3	10 mg/m3	5 mg/m3	N.E.

PERSONAL PROTECTION

ENGINEERING CONTROLS: Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits. Use explosion-proof ventilation equipment. Facilities storing or utilizing this material should be equipped with an eyewash facility and a safety shower. Prevent build-up of vapors by opening all doors and windows to achieve cross-ventilation.

RESPIRATORY PROTECTION: A respiratory protection program that meets OSHA 1910.134 and ANSI Z88.2 requirements must be followed whenever workplace conditions warrant a respirator's use. A NIOSH/MSHA approved air purifying respirator with organic vapor cartridge or canister may be permissible under certain circumstances where airborne concentrations are expected to exceed exposure limits.

SKIN PROTECTION: Use gloves to prevent prolonged skin contact. Nitrile or Neoprene gloves may afford adequate skin protection.

EYE PROTECTION: Use safety eyewear designed to protect against splash of liquids.

OTHER PROTECTIVE EQUIPMENT: Refer to safety supervisor or industrial hygienist for further guidance regarding types of personal protective equipment and their applications.

HYGIENIC PRACTICES: Wash thoroughly with soap and water before eating, drinking or smoking. Remove contaminated clothing immediately and launder before reuse.

Engineering Measures for Combustible Dust: No Information

9. Physical and Chemical Properties

Appearance:	Aerosolized Mist	**Physical State:**	Liquid
Odor:	Solvent Like	**Odor Threshold:**	N.E.
Specific Gravity:	0.770	**pH:**	N.A.
Freeze Point, °C:	N.D.	**Viscosity:**	N.D.
Solubility in Water:	Slight	**Partition Coefficient, n-octanol/ water:**	N.D.
Decomposition Temp., °C:	N.D.		
Boiling Range, °C:	-37 - 260	**Explosive Limits, vol%:**	0.9 - 13.0
Flammability:	Supports Combustion	**Flash Point, °C:**	-96
Evaporation Rate:	Faster than Ether	**Auto-Ignition Temp., °C:**	N.D.
Vapor Density:	Heavier than Air	**Vapor Pressure:**	N.D.

(See "Other information" Section for abbreviation legend)

10. Stability and Reactivity

Conditions to Avoid: Avoid temperatures above 120°F (49°C). Avoid all possible sources of ignition. Avoid excess heat. Keep from freezing.

Incompatibility: Incompatible with strong oxidizing agents, strong acids and strong alkalies.

Hazardous Decomposition: When heated to decomposition, it emits acrid smoke and irritating fumes. Contains solvents which may form carbon monoxide, carbon dioxide, and formaldehyde.

Hazardous Polymerization: Will not occur under normal conditions.

Stability: This product is stable under normal storage conditions.

11. Toxicological Information

EFFECTS OF OVEREXPOSURE - EYE CONTACT: Can cause severe eye irritation. Causes eye and skin irritation which may lead to dermatitis with repeated exposures. Irritating, and may injure eye tissue if not removed promptly.

EFFECTS OF OVEREXPOSURE - SKIN CONTACT: Low hazard for usual industrial handling or commercial handling by trained personnel.

EFFECTS OF OVEREXPOSURE - INHALATION: High gas, vapor, mist or dust concentrations may be harmful if inhaled. Avoid breathing fumes, spray, vapors, or mist.

EFFECTS OF OVEREXPOSURE - INGESTION: Substance may be harmful if swallowed.

EFFECTS OF OVEREXPOSURE - CHRONIC HAZARDS: High concentrations may lead to central nervous system effects (drowsiness, dizziness, nausea, headaches, paralysis, and blurred vision) and/or damage. Reports have associated repeated and prolonged occupational overexposure to solvents with permanent brain and nervous system damage. Overexposure to xylene in laboratory animals has been associated with liver abnormalities, kidney, lung, spleen, eye and blood damage as well as reproductive disorders. Effects in humans, due to chronic overexposure, have included liver, cardiac abnormalities and nervous system damage. IARC lists Ethylbenzene as a possible human carcinogen (group 2B). Contains Titanium Dioxide. Titanium Dioxide is listed as a Group 2B-"Possibly carcinogenic to humans" by IARC. No significant exposure to Titanium Dioxide is thought to occur during the use of products in which Titanium Dioxide is bound to other materials, such as in paints during brush application or drying. Risk of overexposure depends on duration and level of exposure to dust from repeated sanding of surfaces or spray mist and the actual concentration of Titanium Dioxide in the formula. (Ref: IARC Monograph, Vol. 93, 2010)May cause genetic defects. May damage

fertility or the unborn child.

PRIMARY ROUTE(S) OF ENTRY: Eye Contact, Ingestion, Inhalation, Skin Absorption, Skin Contact

ACUTE TOXICITY VALUES
The acute effects of this product have not been tested. Data on individual components are tabulated below:

CAS-No.	Chemical Name	Oral LD50	Dermal LD50	Vapor LC50
67-64-1	Acetone	5800 mg/kg Rat	>15700 mg/kg Rabbit	50.1 mg/L Rat
616-38-6	Dimethyl Carbonate	13000 mg/kg Rat	>5000 mg/kg Rabbit	>5.36 mg/L Rat
106-97-8	n-Butane	N.E.	N.E.	658 mg/L Rat
123-86-4	n-Butyl Acetate	10768 mg/kg Rat	>17600 mg/kg Rabbit	> 21 mg/L Rat
1330-20-7	Xylenes (o-, m-, p- Isomers)	3500 mg/kg Rat	>4350 mg/kg Rabbit	29.08 mg/L Rat
64742-49-0	Naphtha, Petroleum, Hydrotreated Light	>5000 mg/kg Rat	>3160 mg/kg Rabbit	>4951 mg/L Rat
2786-76-7	Pigment Red 170	N.E.	>2000 mg/kg Rat	N.E.
5131-66-8	Propylene Glycol Monobutyl Ether	1900 mg/kg Rat	>2000 mg/kg Rat	N.E.
100-41-4	Ethylbenzene	3500 mg/kg Rat	15400 mg/kg Rabbit	17.4 mg/L Rat
64742-95-6	Solvent Naphtha, Light Aromatic	8400 mg/kg Rat	>2000 mg/kg Rabbit	N.E.
13463-67-7	Titanium Dioxide	>10000 mg/kg Rat	6000	N.E.
111-65-9	Octane	N.E.	N.E.	>24.88 mg/L Rat
142-82-5	n-Heptane	N.E.	3000 mg/kg Rabbit	>73.5 mg/L Rat
136-52-7	Cobalt 2-Ethylhexanoate	N.E.	>5000 mg/kg Rabbit	N.E.

N.E. - Not Established

12. Ecological Information

ECOLOGICAL INFORMATION: No ecotoxicity data was found for this product.

13. Disposal Information

DISPOSAL: Dispose of material in accordance to local, state, and federal regulations and ordinances. Do not incinerate closed containers. This product as supplied is a US EPA defined ignitable hazardous waste. Dispose of unusable product as a hazardous waste (D001) in accordance with local, state, and federal regulation.

14. Transport Information

	Domestic (USDOT)	International (IMDG)	Air (IATA)	TDG (Canada)
UN Number:	N.A.	1950	1950	N.A.
Proper Shipping Name:	Paint and Related Spray Products in Ltd Qty	Aerosols	Aerosols, flammable	Aerosols
Hazard Class:	N.A.	2	2.1	N.A.
Packing Group:	N.A.	N.A.	N.A.	N.A.
Limited Quantity:	Yes	Yes	Yes	Yes

15. Regulatory Information

U.S. Federal Regulations:

CERCLA - SARA Hazard Category

This product has been reviewed according to the EPA 'Hazard Categories' promulgated under Sections 311 and 312 of the Superfund Amendment and Reauthorization Act of 1986 (SARA Title III) and is considered, under applicable definitions, to meet the following categories:

Gas under pressure, Carcinogenicity, Reproductive toxicity, Serious eye damage or eye irritation, Specific target organ toxicity (single or repeated exposure)

SARA Section 313

This product contains the following substances subject to the reporting requirements of Section 313 of Title III of the Superfund Amendment and Reauthorization Act of 1986 and 40 CFR part 372:

Chemical Name	CAS-No.
Xylenes (o-, m-, p- Isomers)	1330-20-7
Ethylbenzene	100-41-4
Cobalt 2-Ethylhexanoate	136-52-7
Copper phthalocyaninesulfonic acid, dioctadecyldimethylammonium salt	70750-63-9

Toxic Substances Control Act

This product contains the following chemical substances subject to the reporting requirements of TSCA 12(b) if exported from the United States:

No TSCA 12(b) components exist in this product.

U.S. State Regulations:

California Proposition 65

WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.

16. Other Information

HMIS RATINGS
Health: 2* **Flammability:** 4 **Physical Hazard:** 0 **Personal Protection:** X

NFPA RATINGS
Health: 2 **Flammability:** 4 **Instability:** 0

Maximum Incremental Reactivity: 0.94

SDS REVISION DATE: 10/5/2023

REASON FOR REVISION:
Substance Hazard Threshold % Changed
Product Composition Changed
Substance and/or Product Properties Changed in Section(s):
02 - Hazard Identification
03 - Composition / Information on Ingredients
05 - Fire-Fighting Measures
08 - Exposure Controls / Personal Protection
09 - Physical & Chemical Properties
11 - Toxicological Information
15 - Regulatory Information
16 - Other Information
Substance Hazardous Flag Changed
Substance Chemical Name Changed
Substance Regulatory CAS Number Changed
Revision Statement(s) Changed

Legend: N.A. - Not Applicable, N.D. - Not Determined, N.E. - Not Established

Rust-Oleum Corporation believes, to the best of its knowledge, information and belief, the information contained herein to be accurate and reliable as of the date of this safety data sheet. However, because the conditions of handling, use, and storage of these materials are beyond our control, we assume no responsibility or liability for personal injury or property damage incurred by the use of these materials. Rust-Oleum Corporation makes no warranty, expressed or implied, regarding the accuracy or reliability of the data or results obtained from their use. All materials may present unknown hazards and should be used with caution. The information and recommendations in this material safety data sheet are offered for the users' consideration and examination. It is the responsibility of the user to determine the final suitability of this information and to comply with all applicable international, federal, state, and local laws and regulations.

Construction with Integrity Since 1968

WA License #KNIGHCS281ON

GENERAL CONTRACTORS
BUILDING SUPPLIES
Phone (509) 276-2229
Fax (509) 276-6055
2601 E 6th Street
DEER PARK, WA 99006

ITB 6372-25, WTEF Grapple Rebuilds Offsite As-Needed Over Five Year Period

Technical Specifications, # 3.5 – Steel for new barrel body shall be A36 steel.

Knight Const. & Supply, Inc. (KCS) acknowledges that the steel for the new barrel body shall be A36 steel.

Safety Data Sheet

RUST-OLEUM CORPORATION
* Trusted Quality Since 1921 *
www.rustoleum.com

1. Identification

Product Name: SPECLT SSPR 6PK FARM TOOLBOX RED

Revision Date: 10/5/2023

Product Identifier: 350444

Supercedes Date: 9/18/2019

Recommended Use: Topcoat/Aerosols

Supplier: Rust-Oleum Corporation
11 Hawthorn Parkway
Vernon Hills, IL 60061
USA

Manufacturer: Rust-Oleum Corporation
11 Hawthorn Parkway
Vernon Hills, IL 60061
USA

Preparer: Regulatory Department

Emergency Telephone: 24 Hour Hotline: 847-367-7700

2. Hazards Identification

Classification

Symbol(s) of Product

Signal Word
Danger

Possible Hazards
33% of the mixture consists of ingredient(s) of unknown acute toxicity.

GHS HAZARD STATEMENTS

Flammable Aerosol, category 1	H222	Extremely flammable aerosol.
Eye Irritation, category 2A	H319	Causes serious eye irritation.
STOT, Single Exposure, category 3, NE	H336	May cause drowsiness or dizziness.
Carcinogenicity, category 2	H351	Suspected of causing cancer.
Reproductive Toxicity, category 1B	H360	May damage fertility or the unborn child.
STOT, Repeated Exposure, category 2	H373	May cause damage to organs.
Gases under Pressure; Compressed Gas	H280	Contains gas under pressure; may explode if heated.

GHS LABEL PRECAUTIONARY STATEMENTS

P201	Obtain special instructions before use.
P210	Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking.
P211	Do not spray on an open flame or other ignition source.
P251	Do not pierce or burn, even after use.
P260	Do not breathe dust/fumes/gas/mist/vapours/spray.
P264	Wash thoroughly after handling.
P280	Wear protective gloves / protective clothing / eye protection / face protection.
P405	Store locked up.

P501	Dispose of contents and container in accordance with local, regional and national regulations.
P304+P340	IF INHALED: Remove person to fresh air and keep comfortable for breathing.
P305+P351+P338	IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P308+P313	IF exposed or concerned: Get medical advice/attention.
P403+P233	Store in a well-ventilated place. Keep container tightly closed.
P410+P403	Protect from sunlight. Store in a well-ventilated place.
P410+P412	Protect from sunlight. Do not expose to temperatures exceeding 50°C / 122°F.
P317	Get medical help.
P319	Get medical help if you fell unwell.
P337+P317	If eye irritation persists: Get medical help.

3. Composition / Information on Ingredients

HAZARDOUS SUBSTANCES

Chemical Name	CAS-No.	Wt.% Range	GHS Symbols	GHS Statements
Acetone	67-64-1	10-25	GHS02-GHS07	H225-319-332-336
Propane	74-98-6	10-25	GHS04	H280
Dimethyl Carbonate	616-38-6	2.5-10	GHS02-GHS06	H225-331
n-Butane	106-97-8	2.5-10	GHS04	H280
n-Butyl Acetate	123-86-4	2.5-10	GHS02-GHS07	H226-336
Xylenes (o-, m-, p- Isomers)	1330-20-7	2.5-10	GHS02-GHS07	H226-315-319-332
Naphtha, Petroleum, Hydrotreated Light	64742-49-0	2.5-10	GHS08	H304
Pigment Red 170	2786-76-7	2.5-10	Not Available	Not Available
Propylene Glycol Monobutyl Ether	5131-66-8	1.0-2.5	GHS07	H302-315-319
Ethylbenzene	100-41-4	1.0-2.5	GHS02-GHS07-GHS08	H225-304-332-351-373
Solvent Naphtha, Light Aromatic	64742-95-6	0.1-1.0	GHS07-GHS08	H304-332
Titanium Dioxide	13463-67-7	0.1-1.0	Not Available	Not Available
Octane	111-65-9	0.1-1.0	GHS02-GHS07-GHS08	H225-304-315-336
n-Heptane	142-82-5	0.1-1.0	GHS02-GHS07-GHS08	H225-304-315-336
Zirconium 2-Ethylhexanoate	22464-99-9	0.1-1.0	GHS07-GHS08	H315+H320-360
Cobalt 2-Ethylhexanoate	136-52-7	0.1-1.0	GHS08	H360
Zirconium Acetate	5153-24-2	<0.1	Not Available	Not Available

4. First-Aid Measures

FIRST AID - EYE CONTACT: Immediately flush eyes with plenty of water for at least 15 minutes holding eyelids open. Get medical attention. Do NOT allow rubbing of eyes or keeping eyes closed. Remove contact lenses, if present and easy to do. Continue rinsing.

FIRST AID - SKIN CONTACT: Wash skin with soap and water. Remove contaminated clothing. Get medical attention if irritation develops or persists.

FIRST AID - INHALATION: Remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Get immediate medical attention. Do NOT use mouth-to-mouth resuscitation. If you experience difficulty in breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical assistance immediately.

FIRST AID - INGESTION: If swallowed, do not induce vomiting. If victim is conscious and alert, give 2 to 4 cupfuls of water or milk. Call a physician or poison control center immediately. Never give anything by mouth to an unconscious person. Treat symptomatically and supportively.

5. Fire-Fighting Measures

EXTINGUISHING MEDIA: Aqueous Film Forming Foam, Carbon Dioxide, Dry Chemical, Dry Sand, Water Fog

UNUSUAL FIRE AND EXPLOSION HAZARDS: Water spray may be ineffective. Closed containers may explode when exposed to extreme heat. Vapors may form explosive mixtures with air. Vapors can travel to a source of ignition and flash back. Isolate from heat, electrical equipment, sparks and open flame. Perforation of the pressurized container may cause bursting of the can. FLASH POINT IS LESS THAN -7°C (20°F). EXTREMELY FLAMMABLE LIQUID AND VAPOR!

SPECIAL FIREFIGHTING PROCEDURES: Water may be used to cool closed containers to prevent buildup of steam. Full protective equipment including self-contained breathing apparatus should be used. If water is used, fog nozzles are preferred. Evacuate area and fight fire from a safe distance. Use water spray to keep fire-exposed containers cool. Containers may explode when heated.

Special Fire and Explosion Hazard (Combustible Dust): Not a combustible dust.

6. Accidental Release Measures

STEPS TO BE TAKEN IF MATERIAL IS RELEASED OR SPILLED: Remove all sources of ignition, ventilate area and remove with inert absorbent and non-sparking tools. Dispose of according to local, state (provincial) and federal regulations. Do not incinerate closed containers. If spilled, contain spilled material and remove with inert absorbent. Dispose of contaminated absorbent, container, and unused contents in accordance with local, state, and federal regulations. Do not incinerate closed containers

7. Handling and Storage

HANDLING: Wash thoroughly after handling. Wash hands before eating. Remove contaminated clothing and launder before reuse. Use only with adequate ventilation. Follow all SDS and label precautions even after container is emptied because it may retain product residues. Avoid breathing fumes, vapors, or mist. Do not get in eyes, on skin or clothing. Do not puncture or incinerate (burn) container, even after use.

STORAGE: Contents under pressure. Do not store above 120°F (49°C). Store large quantities in buildings designed and protected for storage of flammable aerosols. Keep away from heat, sparks, flame and sources of ignition.

Advice on Safe Handling of Combustible Dust: No Information

8. Exposure Controls / Personal Protection

Chemical Name	CAS-No.	Weight % Less Than	ACGIH TLV-TWA	ACGIH TLV-STEL	OSHA PEL-TWA	OSHA PEL-CEILING
Acetone	67-64-1	25.0	250 ppm	500 ppm	1000 ppm	N.E.
Propane	74-98-6	20.0	N.E.	N.E.	1000 ppm	N.E.
Dimethyl Carbonate	616-38-6	10.0	N.E.	N.E.	N.E.	N.E.
n-Butane	106-97-8	10.0	N.E.	1000 ppm	N.E.	N.E.
n-Butyl Acetate	123-86-4	10.0	50 ppm	150 ppm	150 ppm	N.E.
Xylenes (o-, m-, p- Isomers)	1330-20-7	10.0	20 ppm	N.E.	100 ppm	N.E.
Naphtha, Petroleum, Hydrotreated Light	64742-49-0	5.0	N.E.	N.E.	N.E.	N.E.
Pigment Red 170	2786-76-7	5.0	N.E.	N.E.	N.E.	N.E.
Propylene Glycol Monobutyl Ether	5131-66-8	5.0	N.E.	N.E.	N.E.	N.E.
Ethylbenzene	100-41-4	5.0	20 ppm	N.E.	100 ppm	N.E.
Solvent Naphtha, Light Aromatic	64742-95-6	1.0	N.E.	N.E.	N.E.	N.E.
Titanium Dioxide	13463-67-7	1.0	0.2 mg/m3	N.E.	15 mg/m3	N.E.
n-Heptane	142-82-5	1.0	400 ppm	500 ppm	500 ppm	N.E.
Octane	111-65-9	1.0	300 ppm	N.E.	500 ppm	N.E.
Zirconium 2-Ethylhexanoate	22464-99-9	1.0	5 mg/m3	10 mg/m3	5 mg/m3	N.E.
Cobalt 2-Ethylhexanoate	136-52-7	1.0	N.E.	N.E.	N.E.	N.E.
Zirconium Acetate	5153-24-2	0.1	5 mg/m3	10 mg/m3	5 mg/m3	N.E.

PERSONAL PROTECTION

ENGINEERING CONTROLS: Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits. Use explosion-proof ventilation equipment. Facilities storing or utilizing this material should be equipped with an eyewash facility and a safety shower. Prevent build-up of vapors by opening all doors and windows to achieve cross-ventilation.

RESPIRATORY PROTECTION: A respiratory protection program that meets OSHA 1910.134 and ANSI Z88.2 requirements must be followed whenever workplace conditions warrant a respirator's use. A NIOSH/MSHA approved air purifying respirator with organic vapor cartridge or canister may be permissible under certain circumstances where airborne concentrations are expected to exceed exposure limits.

SKIN PROTECTION: Use gloves to prevent prolonged skin contact. Nitrile or Neoprene gloves may afford adequate skin protection.

EYE PROTECTION: Use safety eyewear designed to protect against splash of liquids.

OTHER PROTECTIVE EQUIPMENT: Refer to safety supervisor or industrial hygienist for further guidance regarding types of personal protective equipment and their applications.

HYGIENIC PRACTICES: Wash thoroughly with soap and water before eating, drinking or smoking. Remove contaminated clothing immediately and launder before reuse.

Engineering Measures for Combustible Dust: No Information

9. Physical and Chemical Properties

Appearance:	Aerosolized Mist	**Physical State:**	Liquid
Odor:	Solvent Like	**Odor Threshold:**	N.E.
Specific Gravity:	0.770	**pH:**	N.A.
Freeze Point, °C:	N.D.	**Viscosity:**	N.D.
Solubility in Water:	Slight	**Partition Coefficient, n-octanol/ water:**	N.D.
Decomposition Temp., °C:	N.D.		
Boiling Range, °C:	-37 - 260	**Explosive Limits, vol%:**	0.9 - 13.0
Flammability:	Supports Combustion	**Flash Point, °C:**	-96
Evaporation Rate:	Faster than Ether	**Auto-Ignition Temp., °C:**	N.D.
Vapor Density:	Heavier than Air	**Vapor Pressure:**	N.D.

(See "Other information" Section for abbreviation legend)

10. Stability and Reactivity

Conditions to Avoid: Avoid temperatures above 120°F (49°C). Avoid all possible sources of ignition. Avoid excess heat. Keep from freezing.

Incompatibility: Incompatible with strong oxidizing agents, strong acids and strong alkalies.

Hazardous Decomposition: When heated to decomposition, it emits acrid smoke and irritating fumes. Contains solvents which may form carbon monoxide, carbon dioxide, and formaldehyde.

Hazardous Polymerization: Will not occur under normal conditions.

Stability: This product is stable under normal storage conditions.

11. Toxicological Information

EFFECTS OF OVEREXPOSURE - EYE CONTACT: Can cause severe eye irritation. Causes eye and skin irritation which may lead to dermatitis with repeated exposures. Irritating, and may injure eye tissue if not removed promptly.

EFFECTS OF OVEREXPOSURE - SKIN CONTACT: Low hazard for usual industrial handling or commercial handling by trained personnel.

EFFECTS OF OVEREXPOSURE - INHALATION: High gas, vapor, mist or dust concentrations may be harmful if inhaled. Avoid breathing fumes, spray, vapors, or mist.

EFFECTS OF OVEREXPOSURE - INGESTION: Substance may be harmful if swallowed.

EFFECTS OF OVEREXPOSURE - CHRONIC HAZARDS: High concentrations may lead to central nervous system effects (drowsiness, dizziness, nausea, headaches, paralysis, and blurred vision) and/or damage. Reports have associated repeated and prolonged occupational overexposure to solvents with permanent brain and nervous system damage. Overexposure to xylene in laboratory animals has been associated with liver abnormalities, kidney, lung, spleen, eye and blood damage as well as reproductive disorders. Effects in humans, due to chronic overexposure, have included liver, cardiac abnormalities and nervous system damage. IARC lists Ethylbenzene as a possible human carcinogen (group 2B). Contains Titanium Dioxide. Titanium Dioxide is listed as a Group 2B-"Possibly carcinogenic to humans" by IARC. No significant exposure to Titanium Dioxide is thought to occur during the use of products in which Titanium Dioxide is bound to other materials, such as in paints during brush application or drying. Risk of overexposure depends on duration and level of exposure to dust from repeated sanding of surfaces or spray mist and the actual concentration of Titanium Dioxide in the formula. (Ref: IARC Monograph, Vol. 93, 2010)May cause genetic defects. May damage

fertility or the unborn child.

PRIMARY ROUTE(S) OF ENTRY: Eye Contact, Ingestion, Inhalation, Skin Absorption, Skin Contact

ACUTE TOXICITY VALUES
The acute effects of this product have not been tested. Data on individual components are tabulated below:

CAS-No.	Chemical Name	Oral LD50	Dermal LD50	Vapor LC50
67-64-1	Acetone	5800 mg/kg Rat	>15700 mg/kg Rabbit	50.1 mg/L Rat
616-38-6	Dimethyl Carbonate	13000 mg/kg Rat	>5000 mg/kg Rabbit	>5.36 mg/L Rat
106-97-8	n-Butane	N.E.	N.E.	658 mg/L Rat
123-86-4	n-Butyl Acetate	10768 mg/kg Rat	>17600 mg/kg Rabbit	> 21 mg/L Rat
1330-20-7	Xylenes (o-, m-, p- Isomers)	3500 mg/kg Rat	>4350 mg/kg Rabbit	29.08 mg/L Rat
64742-49-0	Naphtha, Petroleum, Hydrotreated Light	>5000 mg/kg Rat	>3160 mg/kg Rabbit	>4951 mg/L Rat
2786-76-7	Pigment Red 170	N.E.	>2000 mg/kg Rat	N.E.
5131-66-8	Propylene Glycol Monobutyl Ether	1900 mg/kg Rat	>2000 mg/kg Rat	N.E.
100-41-4	Ethylbenzene	3500 mg/kg Rat	15400 mg/kg Rabbit	17.4 mg/L Rat
64742-95-6	Solvent Naphtha, Light Aromatic	8400 mg/kg Rat	>2000 mg/kg Rabbit	N.E.
13463-67-7	Titanium Dioxide	>10000 mg/kg Rat	6000	N.E.
111-65-9	Octane	N.E.	N.E.	>24.88 mg/L Rat
142-82-5	n-Heptane	N.E.	3000 mg/kg Rabbit	>73.5 mg/L Rat
136-52-7	Cobalt 2-Ethylhexanoate	N.E.	>5000 mg/kg Rabbit	N.E.

N.E. - Not Established

12. Ecological Information

ECOLOGICAL INFORMATION: No ecotoxicity data was found for this product.

13. Disposal Information

DISPOSAL: Dispose of material in accordance to local, state, and federal regulations and ordinances. Do not incinerate closed containers. This product as supplied is a US EPA defined ignitable hazardous waste. Dispose of unusable product as a hazardous waste (D001) in accordance with local, state, and federal regulation.

14. Transport Information

	Domestic (USDOT)	International (IMDG)	Air (IATA)	TDG (Canada)
UN Number:	N.A.	1950	1950	N.A.
Proper Shipping Name:	Paint and Related Spray Products in Ltd Qty	Aerosols	Aerosols, flammable	Aerosols
Hazard Class:	N.A.	2	2.1	N.A.
Packing Group:	N.A.	N.A.	N.A.	N.A.
Limited Quantity:	Yes	Yes	Yes	Yes

15. Regulatory Information

U.S. Federal Regulations:

CERCLA - SARA Hazard Category

This product has been reviewed according to the EPA 'Hazard Categories' promulgated under Sections 311 and 312 of the Superfund Amendment and Reauthorization Act of 1986 (SARA Title III) and is considered, under applicable definitions, to meet the following categories:

Gas under pressure, Carcinogenicity, Reproductive toxicity, Serious eye damage or eye irritation, Specific target organ toxicity (single or repeated exposure)

SARA Section 313

This product contains the following substances subject to the reporting requirements of Section 313 of Title III of the Superfund Amendment and Reauthorization Act of 1986 and 40 CFR part 372:

Chemical Name	CAS-No.
Xylenes (o-, m-, p- Isomers)	1330-20-7
Ethylbenzene	100-41-4
Cobalt 2-Ethylhexanoate	136-52-7
Copper phthalocyaninesulfonic acid, dioctadecyldimethylammonium salt	70750-63-9

Toxic Substances Control Act

This product contains the following chemical substances subject to the reporting requirements of TSCA 12(b) if exported from the United States:

No TSCA 12(b) components exist in this product.

U.S. State Regulations:

California Proposition 65

WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.

16. Other Information

HMIS RATINGS
Health: 2* **Flammability:** 4 **Physical Hazard:** 0 **Personal Protection:** X

NFPA RATINGS
Health: 2 **Flammability:** 4 **Instability:** 0

Maximum Incremental Reactivity: 0.94

SDS REVISION DATE: 10/5/2023

REASON FOR REVISION:
Substance Hazard Threshold % Changed
Product Composition Changed
Substance and/or Product Properties Changed in Section(s):
02 - Hazard Identification
03 - Composition / Information on Ingredients
05 - Fire-Fighting Measures
08 - Exposure Controls / Personal Protection
09 - Physical & Chemical Properties
11 - Toxicological Information
15 - Regulatory Information
16 - Other Information
Substance Hazardous Flag Changed
Substance Chemical Name Changed
Substance Regulatory CAS Number Changed
Revision Statement(s) Changed

Legend: N.A. - Not Applicable, N.D. - Not Determined, N.E. - Not Established

Rust-Oleum Corporation believes, to the best of its knowledge, information and belief, the information contained herein to be accurate and reliable as of the date of this safety data sheet. However, because the conditions of handling, use, and storage of these materials are beyond our control, we assume no responsibility or liability for personal injury or property damage incurred by the use of these materials. Rust-Oleum Corporation makes no warranty, expressed or implied, regarding the accuracy or reliability of the data or results obtained from their use. All materials may present unknown hazards and should be used with caution. The information and recommendations in this material safety data sheet are offered for the users' consideration and examination. It is the responsibility of the user to determine the final suitability of this information and to comply with all applicable international, federal, state, and local laws and regulations.

WEARSHIELD® 60

Severe Abrasion

KEY FEATURES

- Designed to resist severe abrasion
- It exhibits higher alloy and higher abrasion resistance than Wearshield® ABR, Wearshield® 44 or Wearshield® ME
- Can be used on carbon, low alloy, stainless, and manganese steels
- Deposits consist of primary carbides in a matrix of austenite-carbide eutectic
- Deposits should be limited to two layers

TYPICAL APPLICATIONS

- Conveyor screws
- Grader blades
- Crusher rolls, plates and jaws
- Sleeves
- Brick and coke machinery

WELDING POSITIONS

Flat & Horizontal

DIAMETERS / PACKAGING

Diameter in (mm)	Length in (mm)	10 lb (4.5 kg) Carton 40 lb (18.1 kg) Master Carton
1/8 (3.2)	14 (350)	ED022010
5/32 (4.0)	14 (350)	ED022011
3/16 (4.8)	14 (350)	ED022012

MECHANICAL PROPERTIES[1]

Rockwell Hardness (R_c)	
1 Layer	2 Layers
57 - 60	60 - 62

DEPOSIT COMPOSITION[1]

On Carbon Steel	%C	%Mn	%Si	%Cr	%Mo	%V
2 Layers	5.0	0.80	1.0	23.0	2.3	0.6

TYPICAL OPERATING PROCEDURES

	Current (Amps)		
Polarity[2]	1/8 in (3.2 mm)	5/32 in (4.0 mm)	3/16 in (4.8 mm)
DC+	100 - 140	130 - 180	210 - 250
AC	110 - 150	140 - 200	230 - 270

[1]Composition and properties depend upon dilution. Single layer deposit properties depend upon base metal and/or build-up material. [2]Preferred polarity is listed first.

NOTE: The deposit is not machinable or forgeable. Cooling rate does not significantly influence abrasion resistance. Deposit will usually cross check.

If more than two-layer build-up is required, use Wearshield® 15CrMn (preferred), Wearshield® BU or Wearshield® BU30 for the preliminary layer or layers under Wearshield® 60. On manganese steel, use Wearshield® Mangjet® or Wearshield® 15CrMn as build-up. Preheat is not generally necessary except to be sure that work is in room temperature range 25° - 45°C (75° - 100°F). However, preheat of 120° - 200°C (250° - 400°F) may be necessary to prevent heat affected zone cracking on high carbon steel or low alloy steel base metals. If more than two layers must be used, or if cross checks must be eliminated, preheat to 650°C (1200°F).

Prolonged or repeated heating of manganese steel base metal over 260°C (500°F) can cause embrittlement and spalling. Avoid base metal embrittlement by:

- Limiting the temperature 260°C (500°F) at distances of 13 mm (1/2 in) away from the weld.
- Minimizing the time at elevated temperatures.

The correct welding technique is a vertical electrode with a 3.2 - 4.8 mm (1/8 - 3/16 in) arc length. The large ball on the end of the electrode should never touch the puddle. This technique will give a smooth transfer, low spatter and smooth bead.

Safety Data Sheets (SDS) and Certificates of Conformance are available on our website at www.lincolnelectric.com

FUMES AND GASES can be hazardous to your health.

- Fumes from the normal use of this product contain significant quantities of potentially hazardous compounds. See consumable product label/insert.
- Keep your head out of the fumes.
- Use enough ventilation and local exhaust to keep fumes and gases from your breathing zone and the general area.
- An approved respirator should be used unless exposure assessments are below applicable exposure limits.

TEST RESULTS

Test results for mechanical properties, deposit or electrode composition and diffusible hydrogen levels were obtained from a weld produced and tested according to prescribed standards, and should not be assumed to be the expected results in a particular application or weldment. Actual results will vary depending on many factors, including, but not limited to, weld procedure, plate chemistry and temperature, weldment design and fabrication methods. Users are cautioned to confirm by qualification testing, or other appropriate means, the suitability of any welding consumable and procedure before use in the intended application.

CUSTOMER ASSISTANCE POLICY

The Lincoln Electric Company is manufacturing and selling high quality welding equipment, consumables, and cutting equipment. Our challenge is to meet the needs of our customers and to exceed their expectations. On occasion, purchasers may ask Lincoln Electric for information or advice about their use of our products. Our employees respond to inquiries to the best of their ability based on information provided to them by the customers and the knowledge they may have concerning the application. Our employees, however, are not in a position to verify the information provided or to evaluate the engineering requirements for the particular weldment. Accordingly, Lincoln Electric does not warrant or guarantee or assume any liability with respect to such information or advice. Moreover, the provision of such information or advice does not create, expand, or alter any warranty on our products. Any express or implied warranty that might arise from the information or advice, including any implied warranty of merchantability or any warranty of fitness for any customers' particular purpose is specifically disclaimed.

Lincoln Electric is a responsive manufacturer, but the selection and use of specific products sold by Lincoln Electric is solely within the control of, and remains the sole responsibility of the customer. Many variables beyond the control of Lincoln Electric affect the results obtained in applying these types of fabrication methods and service requirements.

Subject to Change – This information is accurate to the best of our knowledge at the time of printing. Please refer to www.lincolnelectric.com for any updated information.

All trademarks and registered trademarks are the property of their respective owners.

THE LINCOLN ELECTRIC COMPANY
22801 St. Clair Avenue ▪ Cleveland, OH ▪ 44117-1199 ▪ U.S.A.
Phone: +1.216.481.8100 ▪ www.lincolnelectric.com

Publication C7.10.9 | Issue Date 06/19
© Lincoln Global, Inc. All Rights Reserved.

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: KNIGHT CONST. & SUPPLY, INC.

Business name: KNIGHT CONST. & SUPPLY, INC.

Entity type: Profit Corporation

UBI #: 600-074-664

Business ID: 001

Location ID: 0001

Location: Active

Location address: 2601 E 6TH ST
DEER PARK WA 99006-5381

Mailing address: 2601 E 6TH ST
DEER PARK WA 99006-5381

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
Deer Park General Business				Active	Jul-31-2026	Sep-21-2020
Millwood General Business - Non-Resident				Active	Jul-31-2026	Aug-10-2023
Minor Work Permit				Active	Jul-31-2026	Jul-21-1995
Spokane General Business - Non-Resident	T12001102BUS			Active	Jul-31-2026	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Jul-31-2026	Nov-28-2022

Owners and officers on file with the Department of Revenue

Owners and officers	Title
KNIGHT, DAVID	
KNIGHT, DOUGLAS J	

The Business Lookup information is updated nightly. Search date and time: 7/30/2025 10:16:03 AM

Contact us

How are we doing?
Take our survey!

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

KNIGCON-01 CLONGINOTTI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/13/2025

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:	
Spokane Office Marsh McLennan Agency LLC 501 N. Riverpoint Blvd., Ste 403 Spokane, WA 99202	PHONE (A/C, No, Ext): (509) 838-3501	FAX (A/C, No): (866) 226-3738
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B : Cincinnati Indemnity Company	23280
INSURER C : Evanston Insurance Company	35378
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Knight Const. & Supply, Inc.
2601 E 6th St
Deer Park, WA 99006

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X	X	ENP 0587046	8/19/2025	8/19/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:						WA STOP GAP	$ 1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	ENP 0586986	8/19/2025	8/19/2026	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE			ENP 0587046	8/19/2025	8/19/2026	AGGREGATE	$ 1,000,000
	[ ] DED [X] RETENTION $ 0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Pollution/Prof Liab.			MMAENV003866	8/19/2025	8/19/2027	Each Occurrence	5,000,000

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

Project: Waste To Energy Mechanical Repairs

City of Spokane is additional insured, on a primary/non-contributory basis, including waiver of subrogation, as per the attached forms.

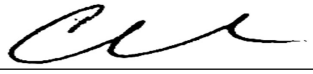
CERTIFICATE HOLDER

City of Spokane
808 W. Spokane Falls Blvd
Spokane, WA 99201-3316

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



© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

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

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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	**2**
2. Unintentional Failure To Disclose Hazards	**8**
3. Damage To Premises Rented To You	**8**
4. Supplementary Payments	**10**
5. Medical Payments	**10**
6. 180 Day Coverage For Newly Formed Or Acquired Organizations	**10**
7. Waiver Of Subrogation	**10**
8. Automatic Additional Insured - Specified Relationships:	**10**
(a) Managers Or Lessors Of Premises	
(b) Lessor Of Leased Equipment	
(c) Vendors	
(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises	
(e) Mortgagee, Assignee Or Receiver	
9. Property Damage To Borrowed Equipment	**13**
10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services	**14**
11. Broadened Notice Of Occurrence	**14**
12. Nonowned Aircraft	**14**
13. Bodily Injury Redefined	**15**
14. Expected Or Intended Injury Redefined	**15**
15. Former Employees As Insureds	**15**
16. Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage	**15**
17. Broadened Contractual Liability - Work Within 50' Of Railroad Property	**17**
18. Alienated Premises	**17**

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: $1,000,000
Aggregate Limit: $3,000,000
Deductible Amount: $ 1,000

3. Damage To Premises Rented To You

The lesser of:
a. The Each Occurrence Limit shown in the Declarations; or
b. $500,000 unless otherwise stated $ _____

4. Supplementary Payments

a. Bail Bonds: $ 2,500
b. Loss Of Earnings: $ 500

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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 D) and Care, Custody Or Control Liability Coverage

Limits Of Insurance
Voluntary Property Damage Coverage:
$1,000 Each Occurrence
$5,000 Aggregate
Care, Custody Or Control Liability Coverage:
$5,000 Each Occurrence unless otherwise stated $ _____

Deductible Amount (Each Occurrence)
Voluntary Property Damage Coverage: $250
Care, Custody Or Control Liability Coverage: $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 $5,000)
Care, Custody Or Control Liability			**$**
		TOTAL ANNUAL PREMIUM	**$**

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 **C.** Coverages, **1.** Employee Benefit Liability Coverage, **c.** Limits Of Insurance of this endorsement; 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

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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 insured listed under **C.** Coverages, **1.** Employee Benefit Liability Coverage, **b.** Who Is An Insured, **(1)** of this endorsement or any "employee" authorized by you to give or receive notice of a claim or "suit":

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.

(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.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

(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** - Supplementary Payments - Coverages **A** and **B** also apply to this Coverage, however **1.b.** and **2.** of the Supplementary Payments provision do not apply.

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 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) 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.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

(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 of this endorsement and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought;

(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

(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 shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The Deductible Amount shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement 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

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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, Omission, 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 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 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 **4.** Other Insurance is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Employee Benefit Liability Coverage, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **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 Employee Benefit Liability Coverage.

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 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 or 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;

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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:

5. "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".

18. "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.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 6. 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 **n.** do not apply to 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.

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":

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

(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;

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

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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 **1.b.** 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 **1.d.** 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 shown 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. 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;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

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.

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 you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with 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 be-

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

half of such additional insured.

(b) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment you are required 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) you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the 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

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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 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 you are required 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;

(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 you are required 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.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

(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;

(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 in Paragraph **8.a.(1)** of this endorsement. 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.

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 **4.** 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 shown in Section **B.**

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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 shown 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.

(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:

1) 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

2) 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 any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or offense.

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;

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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, 3. "Bodily injury" is replaced by the following:

3. "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.

16. Voluntary Property Damage Coverage

a. **Section I - Coverages** is amended to include the following:

COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE

(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:

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

13. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

17. "Property damage" means physical injury to tangible property. Electronic data is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

As used in this definition, electronic data means information, facts or programs, stored as or on, created or used on, 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.

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, Paragraphs **(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 coverage 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 shown 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

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

(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 shown in Section **B.** Limits Of Insurance, **16.** Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage. 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, 9. "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".

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
ANY JOB SITE
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

 © Insurance Services Office, Inc., 2008

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.

© Insurance Services Office, Inc., 2008

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.

Includes copyrighted material of ISO Properties, Inc., with its permission.

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.

Includes copyrighted material of ISO Properties, Inc., with its permission.

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".

Includes copyrighted material of ISO Properties, Inc., with its permission.

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.

Includes copyrighted material of ISO Properties, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
ELECTRONIC DATA LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

SCHEDULE

Name and mailing address of person(s) or organization(s):
BLANKET WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

Number of days notice (other than nonpayment of premium): 30

A. If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.

B. If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.

C. If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.

D. In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

EVANSTON INSURANCE COMPANY

ADVANTAGE CONTRACTOR'S POLLUTION LIABILITY PLUS COVERAGE FORM

VARIOUS PROVISIONS IN THIS POLICY MAY RESTRICT OR EXCLUDE COVERAGE. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE THE INSURED'S RIGHTS AND DUTIES AND WHAT IS AND IS NOT COVERED.

THE PROFESSIONAL LIABILITY INSURING AGREEMENT, PROFESSIONAL LIABILITY RECTIFICATION EXPENSE INSURING AGREEMENT, AND DISCIPLINARY PROCEEDING LEGAL EXPENSE REIMBURSEMENT COVERAGE EXTENSION PROVIDE CLAIMS-MADE AND REPORTED COVERAGE AND REQUIRE THAT A CLAIM BE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE COMPANY IN WRITING DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD WE PROVIDE UNDER SECTION V - EXTENDED REPORTING PERIOD.

AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS WILL BE APPLIED AGAINST THE APPLICABLE SELF-INSURED RETENTION. ANY AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS IN EXCESS OF THE DEFENSE EXPENSES AGGREGATE LIMIT SHOWN IN THE DECLARATIONS WILL REDUCE THE LIMIT OF INSURANCE AVAILABLE.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The word "insured" means any person or organization qualifying as such under Section **III -** Who Is An Insured. The words "we", "us", and "our" refer to the company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to Section **VII -** Definitions.

SECTION I - COVERAGES

A. Insuring Agreements

Although various Insuring Agreements may be referenced in this policy, an Insuring Agreement is included within this policy only if that Insuring Agreement is designated as purchased by an "X" in the Declarations.

1. The following Insuring Agreements apply only if the "pollution condition" that causes a "pollution loss" takes place in the "coverage territory". The amount we will pay is limited as described in Section **IV -** Limits Of Insurance And Self-Insured Retention.

a. Contractor's Pollution Liability (Including Mold And Legionella)

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "pollution loss" caused by a "pollution condition" to which this insurance applies, provided:

(1) The "pollution condition" arises out of "your work"; and

(2) The "bodily injury" or "property damage" occurs, or "cleanup costs" are incurred, during the policy period.

With respect to "bodily injury", "property damage", or "cleanup costs" caused by legionella, there must be a direct relation to a documented case of a legionella outbreak for coverage to apply.

b. Transportation Pollution Liability

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "pollution loss" resulting from a "transportation pollution condition" to which this insurance applies, provided:

(1) The "transportation pollution condition" arises out of "transported cargo" that is transported, delivered, or shipped by you in a "covered conveyance" or by a "carrier" on your behalf; and

(2) The "bodily injury" or "property damage" occurs, or the "cleanup costs" are incurred, during the policy period.

This coverage shall not be utilized to evidence financial responsibility of any insured under any federal, state, provincial, or local law.

c. Non-Owned Disposal Site Liability

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "pollution loss" resulting from a "pollution condition" at, on, or under a "non-owned disposal site"; provided:

(1) Such “pollution condition” originates at a "non-owned disposal site";

(2) The "pollution condition" arises from waste or material generated by "your work"; and

(3) The "bodily injury" or "property damage" occurs, or the "cleanup costs" are incurred, during the policy period.

d. Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "pollution loss" resulting from a sudden and accidental "pollution condition":

(1) At, on, or under a Designated Location shown in the Declarations; or

(2) Originating at and migrating from a Designated Location shown in the Declarations;

provided:

(a) The "pollution condition" is the result of an unforeseen, unplanned, or unexpected event or circumstance;

(b) The "pollution condition" commences during the policy period;

(c) The "pollution condition" is first discovered by any insured no later than 7 days after it commences;

(d) The insured reports the commencement of the "pollution condition" to us in writing no later than 21 days following its discovery by any insured; and

(e) The "claim" is first made during the policy period.

e. Crisis Management And Emergency Response Costs

We will indemnify you for:

(1) "Crisis management costs" you incur as a direct result of a "crisis management event", provided that the "crisis management event":

(a) Arises directly from a "pollution condition" that has resulted or is reasonably likely to result in a "pollution loss" covered under this policy;

(b) Commences during the policy period; and

(c) First becomes known to any "responsible insured" during the policy period and is reported to us in writing as soon as practicable, but in any event during the policy period or within 30 days after the end of the policy period.

We will pay those "crisis management costs" you incur even if coverage hereunder is still to be confirmed by us, but we will stop paying such "crisis management costs" as soon as it becomes evident, to either you or us, that this insurance does not apply. "Crisis management costs" are not subject to the Self-Insured Retention.

(2) "Emergency response costs" you incur in excess of the Pollution Liability Self-Insured Retention shown in the Declarations as a direct result of a "pollution condition" that occurs in the "coverage territory" and has resulted in a "pollution loss" covered under this policy.

2. The following Insuring Agreements apply only if the "wrongful act" takes place in the "coverage territory". The amount we will pay is limited as described in Section **IV -** Limits Of Insurance And Self-Insured Retention.

a. Professional Liability

(1) We will pay on behalf of the insured those sums in excess of the Professional Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "professional loss".

(2) This insurance applies to "professional loss" only if:

(a) The "wrongful act" takes place on or after the Professional Liability Retroactive Date, if any, shown in the Declarations and before the end of the policy period; and

(b) A "claim" is first made against any insured during the policy period and reported to us during the policy period or the Extended Reporting Period, if applicable.

b. Professional Liability Rectification Expense

Upon the Named Insured's submission to us of satisfactory written proof of payment, we will reimburse the Named Insured for "rectification expense" incurred in excess of the Professional Liability Rectification Expense Self-Insured Retention shown in the Declarations with respect to any action to rectify or mitigate an actual, negligent act, error, or omission that would otherwise lead to a "claim" covered under this policy, provided that:

(1) The act, error, or omission giving rise to the "rectification expense" happens on or after the Professional Liability Rectification Expense Retroactive Date shown in the Declarations;

(2) The insured must provide us notice of the act, error, or omission and any proposed corrective action in writing as soon as practicable but in any event during the policy period or the Extended Reporting Period, if applicable; and

(3) All "rectification expenses" must be approved by us prior to being incurred by the insured.

If we and the insured do not agree that the insured's proposed rectification action is reasonable, we and the insured may agree to submit such dispute to any form of alternative dispute resolution acceptable to both parties. Should we and the insured be unable to agree on the form of alternative dispute resolution, then such dispute will be submitted to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction.

B. Claims And Defense

1. Solely with respect to Insuring Agreements **A.1.a.** Contractors Pollution Liability (Including Mold And Legionella), **A.1.b.** Transportation Pollution Liability, and **A.1.C.** Non-owned Disposal Site Liability under Section **I -** Coverages, coverage applies only if, prior to the policy period, no "responsible insured" knew that the "bodily injury", "property damage", or "cleanup costs" had occurred, in whole or in part. If any "responsible insured" knew, prior to the policy period, that the "bodily injury", "property damage", or "cleanup costs" occurred, then any continuation, change, or resumption of such "bodily injury", "property damage", or "cleanup costs" during or after the policy period will be deemed to have been known prior to the policy period.

"Bodily injury", "property damage", or "cleanup costs" which occur during the policy period and were not, prior to the policy period, known to have occurred by any "responsible insured", includes any continuation, change, or resumption of the "bodily injury", "property damage", or "cleanup costs" after the end of the policy period.

"Bodily injury", "property damage", or "cleanup costs" will be deemed to have been known to have occurred at the earliest time when any "responsible insured":

a. Reports all or any part of the "bodily injury", "property damage", or "cleanup costs" to us or any other insurer;

b. Receives a written or verbal demand or "claim" for "loss" because of the "bodily injury", "property damage", or "cleanup costs"; or

c. Becomes aware by any other means that the "bodily injury", "property damage", or "cleanup costs" have occurred or have begun to occur.

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

2. Solely with respect to the Insuring Agreement **2.a.** Professional Liability, a "claim" by a person or organization seeking "loss" directly arising out of a "wrongful act" will be deemed to have been made at the earlier of when notice of such "claim" is received by any insured or by us.

All "claims" for "loss" arising out of the same, related, or continuous "wrongful act" will be considered a single "claim", and will be deemed to have been made and reported at the time the first of those "claims" is made against any insured.

Any reported "wrongful act" that subsequently becomes a “claim” made against the insured and reported to us in writing will be deemed to have been first made on the date that the written notice of the "wrongful act" was first reported to us and will be subject to all of the terms and conditions of this policy.

3. We will:

a. Have the right to investigate any "claim"; and

b. Have the right and duty to defend the insured against any "suit";

for "loss" to which this insurance applies.

However, we will have no duty to defend the insured against any "claim" seeking "loss" to which this insurance does not apply. We may, at our discretion, investigate any "pollution condition" or "wrongful act" and settle any "claim" that may result. But:

(1) The amount we will pay for "loss" is limited as described in Section **IV -** Limits Of Insurance And Self-Insured Retention; 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 supplementary payments.

C. Supplementary Payments

1. Loss Of Earnings And Expense Reimbursement

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

a. All expenses we incur.

b. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim", including actual loss of earnings up to $5,000 a day because of time off from work.

c. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

d. Pre-judgment 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 pre-judgment interest based on that period of time after the offer.

e. 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.

Amounts paid under this Loss Of Earnings And Expense Reimbursement Supplementary Payment will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Once that limit has been exhausted, amounts paid under this Supplementary Payment will reduce the applicable Limits Of Insurance shown in the Declarations.

2. Suit Against Indemnitee

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

a. The "suit" against the indemnitee seeks "loss" for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

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

d. The allegations in the "suit" and the information we know about the "pollution condition" or "wrongful act" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

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

f. The indemnitee:

(1) Agrees in writing to:

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

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

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

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

(2) Provides us with written authorization to:

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

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

As 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.

We may, at our option, appoint one counsel to defend all of the insureds and indemnitees of the insureds who are or may be involved with respect to such "suit".

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as supplementary payments ends when we have used up the applicable limit of insurance in the payment of judgments, settlements, or supplementary payments, or the conditions or the terms of the agreement set forth above are no longer met.

Amounts paid under this Suit Against Indemnity Supplementary Payment will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Once that limit has been exhausted, amounts paid under this Supplementary Payment will reduce the Limits Of Insurance shown in the Declarations.

3. Pre-Claim Investigation Expenses

a. If, during the policy period, the insured first becomes aware of a specific "wrongful act' that is reasonably expected to result in a "claim" within the scope of this coverage, then the insured may elect to provide notice of a potential "claim" to us. Such notice to us shall be in writing, sent to us at the address shown in the claim reporting policyholder notice, and contain the following information:

(1) The description of the specific "wrongful act";

(2) The date on which such "wrongful act" took place;

(3) The damage which has or may result from such "wrongful act";

(4) The identity of any injured person or organization subject to such injury or damage; and

(5) The date and circumstances by which the insured first became aware of such "wrongful act".

b. If such written notice is received by us during the policy period, we may, at our sole option, choose to investigate the "wrongful act". Such an investigation will be at our expense and will not reduce the Limits Of Insurance or be subject to the Self-Insured Retention provisions until one of the following occurs:

(1) A "claim" results from the "wrongful act" under investigation; or

(2) We incur the Pre-Claim Investigation Expenses Limit shown in the Declarations in expenses arising from the investigation.

c. If a "claim" is made and reported to us, or once we incur the Pre-Claim Investigation Expenses Limit shown in the Declarations, any further payment will be considered "claims expense" and will reduce the applicable Limits Of Insurance and be subject to the Self-Insured Retention provisions of this insurance.

Any "claim" subsequently made against the "insured" arising out of such "wrongful act" will be deemed to have been first made on the date on which such written notice if first received by the company.

No coverage for pre-claim investigation expenses is provided by this Policy except as provided by this Paragraph **C.3.** Pre-Claim Investigation Expenses of Section **I -** Coverages.

D. Coverage Extensions

Although various Coverage Extensions are referenced in this policy, a Coverage Extension is included within this policy only if that Coverage Extension is designated as purchased by an "X" in the Declarations.

1. Disciplinary Proceeding Legal Expense Reimbursement

a. Upon the Named Insured's submission to us of satisfactory written proof of payment, we will reimburse the Named Insured for all reasonable and necessary legal fees and legal expenses incurred in response to a "disciplinary proceeding" against the Named Insured first initiated during the policy period or the Extended Reporting Period, if applicable, provided:

(1) The "wrongful act" giving rise to the "disciplinary proceeding" happens during the policy period and on or after the Professional Liability Retroactive Date shown in the Declarations; and

(2) Prior to the effective date of the first date of continuous coverage for this Coverage Extension with us, no "responsible insured" knew that such "wrongful act" had occurred, or any fact, circumstance, situation, or incident which would lead a reasonable person in the insured's position to conclude that a "claim" was likely.

b. The most we will reimburse the Named Insured under this Coverage Extension for legal fees or legal expenses as the result of any one "disciplinary proceeding" is the Each Disciplinary Proceeding Limit shown in the Declarations.

The most we will reimburse the Named Insured under this Coverage Extension for the sum of legal fees and legal expenses as the result of all "disciplinary proceeding" is the Aggregate Disciplinary Proceeding Limit shown in the Declarations.

The remaining legal fees or legal expenses are the sole responsibility of the Named Insured and do not reduce the Professional Liability Self-Insured Retention shown in the Declarations.

c. The Named Insured must provide to us written notice as soon as practicable of any "disciplinary proceeding" first initiated against the Named Insured during the policy period or the Extended Reporting Period, if applicable. In any event, such "disciplinary proceeding" must be reported to us no later than 60 days after the end of the policy period or the Extended Reporting Period, if applicable.

d. No reimbursement will be made for the Named Insured's payment of any taxes; criminal or civil fines, penalties, or sanctions; registration or licensing fees; or any monetary judgment, award, or settlement of any kind.

2. Subpoena Assistance

In the event that during the policy period:

a. The insured first receives a subpoena or a written request for the insured's records or files or notice of deposition relative to a "pollution condition" or a "wrongful act" in the performance of "your work"; and

b. The insured reports the receipt of such subpoena or written request to us within 30 days of such receipt and prior to a "claim" being first made against the insured arising out of such "pollution condition" or "wrongful act";

then we will pay on behalf of the insured up to the Subpoena Assistance Limit shown in the Declarations per policy period for reasonable and necessary legal fees and expenses incurred for engaging the services of legal counsel we select to assist the insured in responding to such subpoena or request.

Payments under these Coverage Extensions will be in addition to the General Aggregate Limit shown in the Declarations and not subject to the Self-Insured Retention.

SECTION II - EXCLUSIONS

A. With respect to all Insuring Agreements, Supplementary Payments, and Coverage Extensions, this insurance does not apply to:

1. Contractual Liability

"Loss" the insured is legally obligated to pay as damages as a result of the assumption of liability in a contract or agreement. However, this exclusion does not apply to liability:

a. That the insured would have in the absence of the contract or agreement; or

b. Solely with respect to coverage provided under Insuring Agreement **1.,** assumed in a contract or agreement that is an "insured contract", provided the "loss" occurs subsequent to the execution of the contract or agreement.

2. Fines, Penalties, And Punitive Damages

Any punitive damages, exemplary damages, multiplied damages, fines, or penalties. However, this exclusion does not apply to punitive or exemplary damages where insurable by law.

3. Damage To Property

"Property damage" in any way related to any real property or facility that is or was at any time owned, operated, or occupied by, or rented to you. However, this exclusion does not apply:

a. If the real property or facility is operated or occupied by you for the purpose of performing "your work"; or

b. To coverage provided under Insuring Agreements **A.1.d.** Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability or **A.2.b.** Professional Liability Rectification Expense, if shown as purchased on the Declarations.

4. Damage To Your Product Or Your Work

"Property damage" to "your product" or "your work" or any part of "your product" or "your work". This exclusion does not apply:

a. If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or

b. To coverage provided under Insuring Agreement **A.2.b.** Professional Liability Rectification Expense, if shown as purchased in the Declarations.

5. Employer's Liability

"Bodily injury" to:

a. An "employee" of the insured arising out of and in the course of:

(1) Employment by the insured; or

(2) Performing duties related to the conduct of the insured's business; or

b. The spouse, child, parent, brother, or sister of that "employee" as a consequence of such "bodily injury".

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury. However, this exclusion does not apply to liability assumed by the insured under an "insured contract".

6. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of any "responsible insured".

7. Impaired Property

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

a. A defect, deficiency, inadequacy, or dangerous condition in "your product" or "your work"; or

b. 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:

(1) 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; or

(2) "Rectification expense" to the extent coverage is provided under Section **I** - Coverages, Paragraph **A.** Insuring Agreements, **2.b.** Professional Liability Rectification Expense.

8. Insured Versus Insured

Any "claim" made by or on behalf of an insured against any other insured. However, solely with respect to coverage provided under Insuring Agreement 1., this exclusion does not apply with respect to "claims" against you by any insured seeking coverage or indemnification pursuant to a written contract or agreement for a "claim" otherwise covered for "bodily injury", "property damage", or "cleanup costs".

9. Intentional Acts

"Loss" arising out of intentional, willful, or deliberate:

a. Injury to persons or property; or

b. Failure to comply with any permit, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental or public agency or body.

However, this exclusion does not apply to:

(1) An insured who did not commit, participate in, or have knowledge of any of the acts described above; or

(2) "Claim expenses" incurred until an allegation is determined through final and non-appealable adjudication.

10. Known Circumstances Or Conditions

"Loss" caused by, arising out of, or in any way involving:

a. A "pollution condition", including any subsequent continuation or resumption of or changes in such "pollution condition", that existed prior to the policy period and was known to any "responsible insured" at any time before the beginning of the policy period;

b. A fact, event, circumstance, or condition known by any "responsible insured" prior to the inception date of this policy where any "responsible insured" should have reasonably foreseen that such fact, event, circumstance, or condition could give rise to a "claim" under this policy; or

c. The rendering of or failure to render "professional services" prior to the inception date of this policy, if any "responsible insured" knew or should have reasonably foreseen that such rendering of or failure to render "professional services" could give rise to a "claim" under this policy.

11. Nuclear Energy Liability

"Loss":

a. With respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by the 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 insurance;

b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

(1) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

(2) The insured is, or had this policy 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; or

c. 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 "loss" 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.

As used in this exclusion:

"Hazardous properties" includes radioactive, toxic, or explosive properties.

"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;

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 material" means "source material", "special nuclear material", or "by-product material".

"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.

"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".

12. Other Enterprises

"Loss" arising out of any business enterprise owned, operated, or managed by the insured or its parent company or any affiliate, successor, or assignee of such company not named in the Declarations. However, this exclusion does not apply to any person or organization who has controlling interest over you with respect to their liability arising out of their financial control over you or premises they own, maintain, or control while you lease or occupy such premises.

13. Professional Services

"Loss" arising out of any "wrongful act". This exclusion applies even if the "claim" against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured.

However, this exclusion does not apply to:

a. A "claim" in which you committed a "wrongful act" relating to improper or inadequate supervision, direction, or control of any subcontractors for which you are legally liable when such subcontractors are performing operations on your behalf at a job site; or

b. Coverage provided under Insuring Agreements **A.2.a.** Professional Liability or **A.2.b.** Professional Liability Rectification Expense, if shown as purchased in the Declarations.

14. Property Damage To Cargo

"Property damage" to "transported cargo".

15. Property Damage To Conveyances

"Property damage" to any "auto", railcar, train, watercraft, or aircraft operated by or on behalf of any insured resulting from a "pollution condition" caused by "transported cargo". However, this exclusion does not apply to any "claim" brought by any "carrier" for "property damage" arising out of the insured's negligence.

16. Vehicles

"Loss" arising out of the ownership, maintenance, use, operation, or entrustment to others of any aircraft, "unmanned aircraft", "auto", or watercraft. Use includes "loading or unloading", but 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, "unmanned aircraft", "auto", or watercraft.

However, this exclusion does not apply to:

a. "Loading or unloading" within the boundaries of any location covered by this policy;

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

(1) The delivery of any liquid product into a wrong receptacle or to a wrong address; or

(2) The erroneous delivery of one liquid product for another by an "auto";

if the "bodily injury" or "property damage" occurs after such operations have been completed or abandoned at the site of such delivery.

Operations which may require further service, maintenance, correction, repair, or replacement of performance at the wrong address or because of any error, defect, or deficiency, but which are otherwise completed, will be deemed completed; or

c. Coverage provided under Insuring Agreement **A.1.b.** Transportation Pollution Liability, if shown as purchased in the Declarations.

17. War

"Loss", however caused, arising, directly or indirectly, out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action taken in the hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or

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

18. Workers' Compensation And Similar Laws

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

19. Your Products

"Loss" arising out of "your product":

a. Designed, manufactured, sold, handled, distributed, altered, or repaired by you or by others trading under your name, any failure to warn, or any reliance upon a representation or warranty made at any time with respect thereto; or

b. Fabricated or installed by you, unless a "pollution condition" arises from the fabrication or installation of "your products" as part of "your work".

B. With respect to Insuring Agreement **A.2.,** Supplementary Coverages, and Coverage Extensions, this insurance does not apply to:

1. Breach Of Contract

"Claims" in any way involving an actual or alleged breach of contract, including, but not limited to, a breach of a written, express, oral, implied-in-law, or implied-in-fact contract.

2. Employment Practices

"Claims" arising out of the employment relationship or the nature, terms, or conditions of employment or any workplace tort brought by or on behalf of any "employee", former "employee", prospective "employee", independent contractor, or consultant of the insured including, but not limited to, the following:

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, discrimination, or malicious prosecution directed at that person.

3. Executive Officer

"Claims" arising out of your services or capacity as an executive officer, director, partner, trustee, or employee of a business enterprise not named in the Declarations.

4. Express Warranties

"Claims" arising out of any express warranties or guarantees.

5. Financial Related Matters

"Claims" arising out of any:

a. Liability or breach of any duty or obligation owed by you:

(1) In connection with the operation or administration of any health, pension, or employee benefit scheme, plan, trust, or fund, including but not limited to, violation or alleged violation of any related legislation or regulation such as the Employee Retirement Income Security Act of 1974, as amended; or

(2) Regarding the sale or purchase of any stocks, shares, or other securities, or the misuse of any information relating to them, including breach or alleged breach of any related legislation or regulation, including but not limited to the Securities Act of 1933 and Securities Exchange Act of 1934, both as amended; or

b. Breach of any fiduciary duty owed by you.

6. Insurance Or Bonds

"Claims" arising out of the advising of, requiring of, or failure to advise of or require, or failure to obtain or maintain, any form of insurance or surety bond.

7. Intellectual Property Hazard

"Claims" in any way involving any "intellectual property hazard", or any non-disclosure, non-compete, or non-solicitation agreement.

8. Knowingly Wrongful Acts

"Claims" arising out of any dishonest, fraudulent, criminal, malicious, intentional, or illegal "wrongful act" or knowingly "wrongful act" of any "responsible insured".

9. Not Licensed As Required By Law

"Claims" arising out of any acts or services performed by any insured that is not licensed or certified to perform such acts or services if such licensing or certification is required by law.

10. Patents Or Trade Secrets

"Claims" arising out of any:

a. Infringement or inducement of infringement of patent or trade secret or misappropriation of trade secrets or confidential or proprietary information relating to the Named Insured's business operations;

b. Unfair competition based upon infringement of copyright, patent, trademark, service mark, trade name, or trade secret;

c. The value of trade secrets, confidential processing methods, or other confidential or proprietary information; or

d. Any dispute related to ownership of any intellectual property.

11. Prior Claims

"Claims" first made against you prior to the inception of this coverage.

12. Prior Notice

"Claims" arising out of any fact, circumstance, or situation that has been the subject of any notice given prior to the policy period under any other policy of insurance or to any reinsurer, risk retention group or captive (or any other self-insurance plan or trust by whatsoever name), or insurance representative.

SECTION III - WHO IS AN INSURED

A. Each of the following is an insured under all Insuring Agreements, Supplementary Payments, and Coverage Extensions:

1. If you are designated in the Declarations as:

a. An individual, you and your spouse or "domestic partner" 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 spouse or "domestic partner" 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. A corporation or 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.

2. Any subsidiary company of yours and any company over which you have active control or majority ownership interest, or exercise management or financial control is a Named Insured with respect to the conduct of your business, provided:

a. You report all such entities to us within 180 days after you have acquired the organization; and

b. There is no other similar primary insurance available to that organization, unless such entity has been specifically endorsed onto this policy.

However:

(1) Coverage is afforded only until the 180th day after you acquire the subsidiary or the end of the policy period, whichever is earlier; and

(2) Coverage does not apply to "loss" that first commences before you acquired the subsidiary.

3. Your "employees", other than either your "executive officers" (if you are a corporation or 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 work".

4. In the event of your bankruptcy, your trustees, and in the event of your death or incapacity, your legal representatives or executors, but only with respect to each such trustee's, representative's, or executor's vicarious liability resulting from "your work".

5. Any organization you newly form, including any partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, will qualify as an insured, if:

a. You have contractually agreed to provide insurance for such organization;

b. There is no other similar primary insurance available to that organization, unless such entity has been specifically endorsed onto this policy; and

c. You report to us within 180 days after such formation that you acquired or formed the organization.

However:

(1) Coverage is afforded only until the 180th day after you form the organization or the end of the policy period, whichever is earlier; and

(2) Coverage does not apply to "loss" that first commences before you formed the organization.

B. Solely with respect to coverage provided under Insuring Agreements **A.1.a.** through **A.1.e.** and Supplementary Payments, each of the following is also an insured:

1. Any person or organization who has controlling interest over you, but only with respect to their liability arising out of their financial control over you or premises they own, maintain, or control while you lease or occupy those premises.

2. Any:

a. Person or organization with whom the insured has agreed to provide additional insured status in a written contract or agreement executed prior to the "pollution loss", but only with respect to liability for "pollution loss" arising out of "your work"; and

b. Other person or organization you are required to add as an additional insured under the written contract or agreement described in Paragraph **a.** above.

However, any insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the contract or agreement to provide for such insured; and

(3) Is limited to the lesser of the applicable Limits Of Insurance shown in the Declarations or the amount required by the written contract or agreement. This Paragraph **2.** does not apply to any person or organization specifically named as an additional insured in an endorsement attached to this policy.

SECTION IV - LIMITS OF INSURANCE AND SELF-INSURED RETENTION

A. 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 insureds, "claims" made, or persons or organizations making "claims".

2. The General Aggregate Limit shown in the Declarations is the most we will pay for the sum of all "loss" and supplementary payments arising out of all "pollution conditions" and "wrongful acts" under all Insuring Agreements.

3. Subject to the General Aggregate Limit shown in the Declarations:

a. The Each Contractor's Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.a.** Contractor's Pollution Liability (Including Mold And Legionella) for the sum of all "pollution loss" and supplementary payments arising out of any one "pollution condition".

b. The Each Transportation Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.b.** Transportation Pollution Liability for the sum of all "pollution loss" and supplementary payments arising out of any one "transportation pollution condition".

c. The Each Non-Owned Disposal Site Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.C.** Non-Owned Disposal Site Liability for the sum of all "pollution loss" and supplementary payments arising out of any one "pollution condition" at a "non-owned disposal site".

d. The Each Sudden And Accidental Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.d.** Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability for the sum of all "pollution loss" and supplementary payments arising out of any one "pollution condition".

e. The Each Crisis Management And Emergency Response Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.e.** Crisis Management And Emergency Response Costs for the sum of all "crisis management costs " and "emergency response costs" arising out of any one "pollution condition".

f. The Each Wrongful Act Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.2.a.** Professional Liability for the sum of all "professional loss" and supplementary payments arising out of any one "wrongful act".

g. The Each Professional Liability Rectification Expense Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.2.b.** Professional Liability Rectification Expense for the sum of all "rectification expenses" arising out of any one "wrongful act". The remaining "rectification expenses" will be the sole responsibility of the Named Insured and do not reduce the Professional Liability Rectification Expense Self-Insured Retention shown in the Declarations.

In the event a "claim" arises out of the same reported "wrongful act" for which the insured incurred "rectification expense", the limit available for payment of the "claim" will be the Each Wrongful Act Limit shown in the Declarations excess of the Professional Liability Rectification Expense Self-Insured Retention, minus the amount we reimbursed the insured for "rectification expense" under Insuring Agreement **A.2.b.** Professional Liability Rectification Expense, subject to the General Aggregate Limit shown in the Declarations.

4. Amounts paid under Supplementary Payments **C.1.** Loss Of Earnings And Expense Reimbursement and **C.2.** Suit Against Indemnitee will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Once that limit has been exhausted, amounts paid as supplementary payments will reduce the applicable limits described in Paragraphs **2.** and **3.** above.

The limits of insurance of this policy apply separately to each policy period, unless the policy period is extended after issuance for an additional period. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

B. Self-Insured Retention

1. You agree to assume the:

a. Pollution Liability Self-Insured Retention shown in the Declarations with respect to the Insuring Agreements under Section **A.1.;**

b. Professional Liability Self-Insured Retention shown in the Declarations with respect to Insuring Agreement **A.2.a.;** and

c. Professional Liability Rectification Expense Self-Insured Retention shown in the Declarations with respect to Insuring Agreement **A.2.b.**

Our obligation to pay "loss" or supplementary payments under this insurance and the applicable limit of insurance shown in the Declarations will apply in excess of the applicable Self-Insured Retention.

2. Regardless of whether or not there is any other insurance, whether or not collectible, applicable to a "claim", "pollution condition", or "wrongful act" within the Self-Insured Retention, you must make actual payment of the full Self-Insured Retention before the limits of insurance will apply. Compliance with this clause is a condition precedent for coverage under this insurance. We will make no payments of any type in the event you fail to comply with this clause.

3. You must not incur costs other than adjusting expenses without our written consent in the event of any "claim", "pollution condition", or "wrongful act" which appears likely to exceed the applicable Self-Insured Retention.

4. We have the right in all cases to assume control of the investigation, defense, and settlement of any "claim", "pollution condition", or "wrongful act" to which this insurance applies. When we exercise this right, the following apply:

a. You will remain responsible for the cost of all "loss" and supplementary payments within the applicable Self-Insured Retention;

b. At our request, you will advance to us any portion of the applicable Self-Insured Retention that we deem reasonable to pay for any "claim", "pollution condition", or "wrongful act";

c. If you have paid to us all or part of the applicable Self-Insured Retention and the total amount of the "loss" and supplementary payments that we pay for that "claim", "pollution condition", or "wrongful act" is less than the applicable Self-Insured Retention, then we will reimburse you the amount you paid in excess of the amount we pay; and

d. We will have the sole and absolute right to settle the "claim" for any amount we deem reasonable, including any amount within the Self-Insured Retention. Although we agree to attempt to advise and consult with you prior to making any settlement, we will have no obligation to obtain your consent or the consent of any other insured to any settlement we make that requires payment from you of any amount within the Self-Insured Retention. You and any other insured hereby waive any claim or defense against us resulting from our entering into any such settlement without your approval.

C. Multiple Insureds, Claims, And Claimants

The inclusion herein of more than one insured in any "claim" or the making of "claims" by more than one person or organization will not operate to increase the Limits Of Insurance shown in the Declarations. More than one "claim" arising out of a single "pollution condition" or "wrongful act" will be treated as a single "claim". Such single "claim" will be deemed first made on the date on which the earliest "claim" arising out of such "pollution condition" or "wrongful act" is made or, with respect to written notice given to and accepted by us, on the date within the policy period on which such written notice of potential "claim" is first received by us.

SECTION V - EXTENDED REPORTING PERIOD

For the applicable claims-made coverages, the following applies:

A. We will provide one or more Extended Reporting Periods, as described below, if:

1. Claims-made coverage provided by this policy is canceled or not renewed; or

2. We renew or replace the claims-made coverage provided by this policy with insurance that:

a. Has a Retroactive Date later than the date shown in the Declarations; or

b. Does not apply to "professional services" coverage on a claims-made basis.

The quotation of a different premium, deductible, or limit of insurance for renewal does not constitute a cancellation or refusal to renew for the purpose of this provision.

B. The Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to injury from acts, errors, or omissions that occur before the end of the policy period but not before the applicable Retroactive Date shown in the Declarations, provided a "claim" for such injury is first made during the Extended Reporting Period.

Once in effect, the Extended Reporting Period may not be canceled.

C. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 60 days.

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

D. An Optional Extended Reporting Period is available, subject to Paragraph **E.** below, but only by an endorsement and for an extra charge. This Optional Extended Reporting Period starts when the Basic Extended Reporting Period, set forth in Paragraph C. above, ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Optional Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

1. The exposures insured;

2. Previous types and amounts of insurance;

3. Limits of insurance available under this policy for future payment of "professional loss"; and

4. Other related factors.

This endorsement will set forth the terms, not inconsistent with this section, applicable to the Optional Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Optional Extended Reporting Period starts.

E. We do not have to provide an Optional Extended Reporting Period if:

1. There is any failure to pay any outstanding premiums when due;

2. Any insured fails to repay any self-insured retention amount we have paid;

3. Any insured has purchased any other insurance to replace the insurance provided under this endorsement; or

4. The application for this policy, including any addenda thereto, contains any material misrepresentation of fact.

F. The Extended Reporting Period will not reinstate or in any way increase the Limits Of Insurance shown in the Declarations.

SECTION VI - CONDITIONS

A. Assignment

This insurance may not be assigned without our prior consent, which consent will not be unreasonably withheld or delayed. Assignment of interest under this insurance will not bind us until our consent has been endorsed hereon.

B. Bankruptcy

Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of our obligations or increase our liability under this policy.

C. Cancellation Or Nonrenewal

1. This policy may be canceled by you by surrender thereof to us or any of our authorized representatives or by mailing to us written notice stating when thereafter the cancellation will be effective.

2. If we decide to cancel or not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of cancellation or nonrenewal not less than:

a. 10 days prior to cancellation if we cancel for non-payment of premium;

b. 90 days prior to cancellation if we cancel for material misrepresentation or material change in risk covered by this policy; or

c. 60 days prior to nonrenewal.

3. If we cancel this policy for a reason listed in Paragraph **b.(2)** above, we will provide written notice of cancellation to any person or organization who has been issued a certificate of insurance under this policy stating when, not less than 90 days from the date of such notice, cancellation will become effective, but only if:

a. Cancellation is for reasons other than nonpayment of premium or self-insured retention reimbursement;

b. You are required by written contract to provide the additional insured with such notice; and

c. You provide us with a list of the applicable additional insureds, including their complete mailing addresses, within 7 days of our request.

4. If notice is mailed, proof of mailing is sufficient proof of such notice.

D. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations will act on behalf of all insureds for the receipt and acceptance of any endorsement issued by us to form a part of this policy. This policy's terms and conditions can be amended or waived only by endorsement issued by us and made a part of this policy. Notice to any agent or knowledge possessed by any agent or by any other person will not effect a waiver or change in any part of this policy or estop us from asserting any right under the terms and conditions of this policy.

E. Choice Of Law

Unless otherwise expressly endorsed in this policy, the laws of New York, without giving effect to its conflicts of law principles, governs all matters arising out of or relating to this policy and all of the transactions it contemplates including, without limitation, its formation, validity, interpretation, construction, performance, and enforcement.

F. Currency Provision

The limits of insurance, self-insured retention amount, and premiums shown in this policy are in United States currency. Any payments by us or you will be in United States currency.

G. Duties In The Event Of A Pollution Condition, Claim, Or Wrongful Act

1. You must see to it that we are notified as soon as practicable in writing of a "pollution condition" or "wrongful act". To the extent possible, notice must contain:

   a. How, when, and where the "pollution condition" or "wrongful act" took place;

   b. The names and addresses of any claimants, injured persons, and witnesses;

   c. The nature and location of any injury or damage arising out of the "pollution condition" or "wrongful act";

   d. The date and details of "your work" that may have caused the "pollution condition" or "wrongful act";

   e. Copies of any contracts that have been entered into by any insured that are related to "your work" performed or "professional services" rendered; and

   f. Details explaining how the insured first became aware of the “pollution condition” or "wrongful act".

2. Any reported "wrongful act" that subsequently becomes a “claim” made against the insured and reported to us in writing will be deemed to have been first made on the date that the written notice of the "wrongful act" was first received by us and will be subject to all of the terms and conditions of this policy.

3. If a "claim" is made against any insured:

   a. You must record and notify us as soon as practicable in writing of the specifics of the "claim" and the date received; and

   b. You and any other involved insured must:

      (1) Send us copies as soon as practicable of any demands, notices, summons, or legal papers received in connection with the "claim";

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

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

4. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent. However, written consent is not required with respect to:

   a. "Crisis management costs" that have been reported in accordance with Insuring Agreement **A.1.e.** Crisis Management Or Emergency Response Costs; or

   b. "Emergency response costs" that have been reported and approved by us or our appointed representative by use of the emergency response hotline.

5. Notice to your insurance agent or broker does not constitute notice to us for purposes of the receipt of notice.

H. Inspections And Surveys

1. We have the right to:

   a. Make inspections and surveys at any time;

   b. Give you reports on the conditions we find; and

   c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports, or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

   a. Are safe or healthful; or

   b. Comply with laws, regulations, codes, or standards.

3. Paragraphs **a.** and **b.** of this condition apply not only to us but also to any rating, advisory, rate service, or similar organization which makes insurance inspections, surveys, reports, or recommendations.

4. Paragraph **b.** of this condition does not apply to any inspections, surveys, reports, or recommendations we may make relative to certification, under state or municipal statutes, ordinances, or regulations, of boilers, pressure vessels, or elevators.

I. Legal Action Against Us

No person or organization has a right under this policy:

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

2. To sue us on this policy 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 obtained after an actual trial; but we will not be liable for "losses" that are not payable under the terms of this policy 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.

J. No Duplication Of Coverage

Only one Insuring Agreement will apply to the same "pollution condition". In the event that more than one Insuring Agreement can apply to the same "pollution condition", then the only Insuring Agreement that will apply will be that Insuring Agreement under which we have accepted coverage or that Insuring Agreement that has been held to apply to such "pollution condition".

However, this condition does not apply to Insuring Agreement **A.1.e.** Crisis Management And Emergency Response Costs.

K. Other Insurance

If other valid and collectible insurance is available to the insured for "loss" we cover under this policy, our obligations are limited as follows:

1. Primary Insurance

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

2. Excess Insurance

a. This insurance is excess over:

(1) Any other insurance, whether primary, excess, contingent, or on any other basis, if you are an insured on an insurance policy that applies to "your work" performed at a specific job site and that insurance policy applies to a specific job site;

(2) Any other valid and collectible insurance available to you covering liability for "loss" arising out of "your work" or "professional services", including that work or "professional services" for which you have been added as an additional insured by an endorsement, by definition in a contract or agreement, or by combination thereof; or

(3) Any other valid and collectible insurance available to any person or entity performing functions for others on your behalf as defined in "your work" or "professional services" in this policy.

b. When this insurance is excess, we will have no duty 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.

c. 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 damages 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 policy.

3. 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.

4. Primary And Non-Contributory Insurance

Regardless of Paragraphs **1.** through **3.** above, this insurance is primary to, and will not seek contribution from:

a. Any other insurance available to any additional insured with whom you agree in a written contract or agreement to provide insurance on a primary and non-contributory basis;

b. Any other insurance available to any additional insured specifically named in an endorsement attached to this policy as an additional insured on a primary and non-contributory basis; or

c. Other valid and collectible insurance available, with respect to a "claim" covered under Insuring Agreement **A.1.b.** Transportation Pollution Liability.

L. Premium Audit

1. We will compute all premiums for this policy in accordance with our rules, rates, rating plans, and minimum premium requirements.

2. Premium shown as Advance And Deposit Premium in the Declarations is a deposit premium only. At the close of each audit period, we will compute earned premium for that period. All audit premiums are due and payable on notice to the first Named Insured.

3. 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.

M. Premiums

The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.

N. Representations

By accepting this policy, you agree:

1. The statements in the applications, other materials submitted to us, and 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.

O. Separation Of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first Named Insured shown in the Declarations, this insurance applies:

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

2. Separately to each insured against whom a "claim" is made.

P. 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 insurance, those rights are transferred to us. The insured must do nothing after "loss" to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

However, we waive any right of recovery we may have against any person or organization with whom the insured has agreed in a written contract or agreement to provide a waiver of transfer of rights of recovery because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract with that person or organization. But this waiver does not apply to any person or organization specifically named in an endorsement attached to this policy which waives our rights of subrogation and recovery.

Q. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our prior written consent except in the case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

R. Waiver Of Self-Insured Retention Upon Successful Mediation

The self-insured retention will be waived, up to a maximum of $10,000, if:

1. A "claim" has not entered into litigation;

2. We and you mutually agree to "mediation" as a means to settle a "claim" made against the insured; and

3. Such "claim" is settled as a direct result of the "mediation" and within 30 days of the end of the "mediation".

When this occurs, we will not seek reimbursement from you for any qualifying self-insured retention amount we pay prior to the "mediation".

SECTION VII - DEFINITIONS

A. "Auto" means a land motor vehicle, trailer, or semitrailer designed for travel on public roads, including any attached machinery or equipment.

B. "Bodily injury" means physical injury, sickness, disease, mental anguish, or emotional distress sustained by any person, including medical monitoring, loss of services, or death resulting from any of these at any time.

C. "Cargo" means waste, products, or materials carried or delivered by a "covered conveyance".

D. "Carrier" means a person or an entity, other than any insured or any subsidiary or affiliate company of any insured, engaged by the insured to transport material by aircraft, "auto", or watercraft, but only if such person or entity is properly licensed to transport such material and in the business of transporting such material.

E. "Claim" means the insured's or our receipt of:

1. A written demand for "loss"; or

2. The service of "suit" or institution of arbitration proceedings against the insured.

However, "claim" does not include any "disciplinary proceeding".

F. "Cleanup costs" means reasonable and necessary expenses incurred in the investigation, evaluation, monitoring, testing, removal, containment, treatment, disposal, remediation, detoxification, or neutralization of, or response to any "pollutants":

1. To the extent required by federal, state, local, or provincial laws, including, but not limited to, statutes, rules, ordinances, guidance documents, regulations, and all amendments thereto, including state voluntary cleanup or risk-based corrective action guidance, governing the liability or responsibilities of the insured; or

2. Which have been actually incurred by the government or any political subdivision of the United States of America or any state thereof, or by third parties.

"Cleanup costs" includes "restoration costs".

G. "Completed operations" means "your work" that has been completed. "Completed operations" does not include "your work" that has been abandoned or has not yet been completed. "Your work" will be deemed completed at the earliest of the following times:

1. When all work to be performed under the contract has been completed;

2. When all of the work to be done at the site has been completed if the contract calls for work at more than one site; or

3. 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. "Your work" that may require further service, maintenance, correction, repair, or replacement, but is otherwise complete, will be deemed completed.

H. "Coverage territory" means:

1. The United States of America and its territories or possessions; and

2. International waters or airspace, but only if the "loss" occurs in the course of travel or transportation between any places included in Paragraph **1.** above.

I. "Covered conveyance" means any conveyance operated by or on behalf of an insured used for transporting property.

J. "Crisis management consultant" means a professional firm or consultant that provides crisis management services and has been approved in writing by us, the approval for which will not be unreasonably withheld.

K. "Crisis management costs" means those reasonable and necessary fees and expenses:

1. Incurred by you within 90 days after the "crisis management event" is discovered by you and is thereafter approved by us in writing; and

2. For services provided to you by a "crisis management consultant" for the sole purpose of assisting you with:

(a) Managing the media in direct response to a "crisis management event" to which this insurance applies; or

(b) Minimizing the economic harm to you caused by a "crisis management event" to which this insurance applies by consulting with you with respect to maintaining and restoring your company's public image or reputation.

You must take reasonable steps to minimize "crisis management costs".

L. "Crisis management event" means the public announcement by a third party that a "pollution condition" for which you are legally responsible has caused:

1. "Bodily injury" involving third parties; or

2. "Property damage", but only to the extent resulting in actual physical damage to real property owned by third parties;

provided that one of your "executive officers" has proffered, at our sole discretion, a good faith opinion that the public announcement or accusation has caused or is reasonably likely to cause economic harm to, or a material adverse effect on, your company's image or goodwill.

M. "Disciplinary proceeding" means the insured's receipt of any proceeding by a United States of America domiciled regulatory body, disciplinary board, or governmental agency, any of which has the authority to investigate charges of professional misconduct in the performance of "professional services"; however, "disciplinary proceedings" will not include any criminal proceeding.

N. "Domestic partner" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law.

O. "Emergency response costs" means reasonable and necessary costs incurred to mitigate a "pollution condition" constituting an emergency situation under applicable law whereby in the absence of such mitigation:

1. "Bodily injury" or "property damage" to third parties is imminent; or

2. "Cleanup costs" pursuant to environmental law are incurred.

P. "Employee" includes temporary and leased staff working on your behalf and under your direct supervision, but only with respect to "your work".

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

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

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

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

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

S. "Insured contract" means:

1. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or

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

T. "Intellectual property hazard" means:

1. Infringement, in any manner, of a copyright, patent, trademark, service mark, trade dress, title or slogan, service name, trade name, or copyright joint ownership, or other intellectual property rights;

2. 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, services, or claims;

3. Piracy or unfair competition;

4. Oral or written publication, in any manner, of material that violates a person's right to privacy;

5. The use of another's style of doing business, intellectual property, trade secrets, or market share agreements;

6. The use of another's advertising idea in your advertisement;

7. Violations of the Lanham Act (15 USC §1051-1141N); and

8. Violations of the Computer Fraud and Abuse Act (CFAA) (18 USC §1030), including violations of any regulations implementing the CFAA, and any similar state or federal law or regulation.

U. "Interrelated wrongful acts" means any "wrongful acts" that have as a common connection or nexus any fact, circumstance, situation, event, cause, transaction, or series of facts, circumstances, situations, events, causes, or transactions.

V. "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 a vehicle;

b. While it is in or on a vehicle; or

c. While it is being moved from a vehicle to the place where it is finally delivered.

W. "Loss" means "pollution loss" or "professional loss".

X. "Mediation" means the voluntary process in which an objective third party, who is a qualified professional mediator selected by the parties to the "claim" with our written agreement, intervenes between the parties to promote settlement of a "claim". "Mediation" does not include litigation, arbitration, or court mandated proceeding.

Y. "Mold" means any permanent or transient fungus, mold, mildew, or mycotoxin or any of the spores, scents, or by-products produced or released by fungus.

Z. "Natural resource damages" means physical injury to or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States of America, any state or local government, any Native American tribe, or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.

AA. "Non-owned disposal site" means a location you use for the treatment, storage, or disposal of waste or material, provided the "non-owned disposal site":

1. Is not managed, operated, owned, or leased by any insured or any subsidiary or affiliate of any insured;

2. Is permitted or licensed by the applicable federal, state, local, or provincial authorities to accept such waste or material as of the date the waste or material is treated, stored, or disposed of at the "non-owned disposal site"; and

3. Is not listed on a proposed or final Federal National Priorities List or any state or provincial equivalent National Priorities List, Superfund, or Hazardous Waste List prior to the treatment, storage, or disposal of the waste or material at the "non-owned disposal site".

BB. "Pollutants" means any solid, liquid, gaseous, thermal, biological, or low-level radioactive substance, material, or matter, irritant, or contaminant, including, but not limited to, electromagnetic frequency, smoke, vapor, soot, silt, sedimentation, fumes, acids, alkalis, chemicals, or waste. Waste includes medical waste and all other materials to be disposed of, recycled, stored, reconditioned, or reclaimed. With respect to Insuring Agreements **A.1.a.** Contractors Pollution Liability (Including Mold And Legionella) and **A.1.e.** Crisis Management And Emergency Response Costs only, "pollutants" includes "mold" and legionella pneumophila.

CC. "Pollution condition" means the discharge, dispersal, seepage, migration, growth, release, or escape of "pollutants". With respect to Insuring Agreements **A.1.b.** Transportation Pollution Liability and **A.1.e.** Crisis Management And Emergency Response Costs only, "pollution condition" includes "transportation pollution condition".

DD. "Pollution loss" means:

1. A monetary judgment, award, or settlement for "bodily injury" or "property damage"; or

2. "Cleanup costs".

EE. "Professional loss" means a monetary judgment, award, or settlement for a "wrongful act", including punitive or exemplary damages where insurable by law; however, "professional loss" does not include:

1. Multiplied portions of damages in excess of actual damages, including trebling of damages;

2. Any cost required to repair, build, or modify property to comply with any award or order by a court, administrative order, arbitration award, or any similar judgment;

3. Taxes, fines, or penalties imposed by law;

4. Sanctions;

5. Matters which are uninsurable under the law pursuant to which this policy will be construed;

6. The return, restitution, disgorgement, or off-set of any fees, costs, or expenses paid to or charged by any insured or any interest thereon;

7. Any other equitable relief;

8. Claimants' attorneys' fees or damages awarded for breach of contract, except attorneys' fees awarded for the successful prosecution of a "claim" otherwise covered by this policy; or

9. Any "rectification expense".

FF. "Professional services" means those functions as disclosed on the application or which are specifically shown in an endorsement to this policy performed for others by you or on your behalf that are related to your practice as a consultant, engineer, architect, surveyor, laboratory, project manager, or construction manager including, but not limited to, engineering services or the preparation or approval of maps, drawings, opinions, reports, surveys, designs, or specifications.

GG. "Property damage" means:

1. Physical injury to tangible property, including all resulting loss of use or diminution in value of that property. All such loss of use or diminution in value will be deemed to occur at the time of the physical injury that caused it;

2. Loss of use or diminution in value of tangible property that is not physically injured. All such loss of use or diminution in value will be deemed to occur at the time of the "claim"; or

3. "Natural resource damages".

HH. "Rectification Expense" means reasonable and necessary direct costs and expense incurred by the insured with respect to any action to rectify or mitigate a covered "wrongful act".

"Rectification expense" does not include any of the insured's profit, overhead, or mark-up, or any betterment to a project to which "rectification expense" applies.

II. "Responsible insured" means:

1. You, your "executive officer", director, partner, member, or manager;

2. Any insured who has responsibility, in whole or in part, for risk control, risk management, health and safety, or environmental affairs, control, or compliance; or

3. Any insured who signed or who has responsibility, in whole or in part, for completing the application on which we relied in issuing this policy.

JJ. "Restoration costs" means reasonable and necessary costs incurred by the insured with our consent, which will not be unreasonably withheld or delayed, to restore, repair, or replace real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of incurring "cleanup costs". However, such "restoration costs" will not exceed the actual cash value of such property immediately prior to incurring "cleanup costs" or include costs associated with improvements, betterments, ordinance, or law.

KK."Suit" means a civil proceeding in which "loss" to which this insurance applies is alleged. "Suit" includes:

1. An arbitration proceeding in which such "loss" is claimed and to which the insured must submit or does submit with our consent; or

2. Any other alternative dispute resolution proceeding in which such "loss" is claimed and to which the insured submits with our consent.

"Suit" does not include any "disciplinary proceeding".

LL. "Transportation pollution condition" means the emission, discharge, dispersal, release, or escape of "pollutants" from a "covered conveyance" which occurs beyond the boundaries of a premises owned or occupied by, or rented or leased to, any insured.

MM."Transported cargo" means the insured's "cargo" after it is moved from the place where it is accepted by or on behalf of an insured for movement into or onto a "covered conveyance", until the "cargo" is moved from the "covered conveyance" to the place where it is finally delivered on behalf of the insured. "Transported cargo" also includes "cargo" during "loading or unloading" to or from a "covered conveyance".

"Transported cargo" does not include "cargo" at rest for a period longer than 72 hours after it has been accepted on behalf of the insured for movement into or onto a "covered conveyance" but before it reaches the place of final delivery.

NN. "Unmanned aircraft" means an aircraft that is not designed, manufactured, or modified after manufacture to be controlled directly by a person from within or on the aircraft.

OO."Wrongful act" means any actual or alleged act, error, or omission in the performance of "professional services" by you or any person for whose acts you are legally responsible.

"Wrongful act" includes "interrelated wrongful acts".

PP. "Your product":

1. Means:

(a) Any goods or products, other than real property, manufactured, sold, handled, distributed, or disposed of by:

(1) You;

(2) Others trading under your name; or

(3) A person or organization whose business or assets you have acquired; and

(b) Containers (other than vehicles), materials, parts, or equipment furnished in connection with such goods or products.

2. Includes:

(a) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of "your product"; and

(b) The providing of or failure to provide warnings or instructions.

3. Does not include vending machines or other property rented to or located for the use of others but not sold.

QQ."Your work":

1. Means:

(a) Contracting work or contracting operations performed by you or on your behalf for others at a location that you do not own, control, rent, or occupy other than for the purpose of performing "your work"; and

(b) Materials, parts, or equipment furnished in connection with such work or operations.

2. Includes:

(a) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of "your work";

(b) The providing of or failure to provide warnings or instructions; and

(c) The "completed operations" of "your work".

STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

August 13, 2025

WA UBI No.	600 074 664
L&I Account ID	271,413-00
Legal Business Name	KNIGHT CONST & SUPPLY INC
Doing Business As	KNIGHT CONST & SUPPLY INC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 2 of Year 2025 "Greater than 100 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	KNIGHCS281ON
License Expiration	08/22/2026

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: PIES **Date:** 10/20/2025

Committee Agenda type: Consent

Council Meeting Date: 11/10/2025

Date Rec'd	10/15/2025		
Clerk's File #	OPR 2022-0709		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	IRFP 5616-22
Contact Name/Phone	CHRIS AVERYT 625-6540	**Requisition #**	CR 27925
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	CONTRACT RENEWAL FOR AIR EMISSIONS COMPLIANCE TESTING		

Agenda Wording

Contract renewal 3 of 4 with Deeco, Inc. (Raleigh, NC) for air emissions compliance testing at the Waste to Energy Facility from 1/1/2026 - 12/31/2026 and a total cost not to exceed $155,000.00, plus tax.

Summary (Background)

Annual emissions testing, including the annual Relative Accuracy Test Audit (RATA) of the Continuous Emissions Monitoring System is required by the operating permits for the Waste to Energy Facility. In 2022, based on their response to IRFP 5616-22, Deeco, Inc. was awarded a one year contract for this testing with the possibility of four (4) additional one-year renewals. This will be the third renewal. Pricing has been increased for this renewal due to increased analytical costs.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 155,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This is an professional services expense that is planned for annually in the Solid Waste Disposal budget.

Amount		Budget Account
Expense	$ 155,000.00	# 4490-44100-37148-54940
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	AVERYT, CHRIS	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Marc Hamilton, deeco@deeco.com	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

City Clerk's No. OPR 2022-0709

City of Spokane

CONTRACT RENEWAL 3 of 4

Title: **AIR EMISSIONS COMPLIANCE TEST PROGRAM**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DEECO, INC.,** whose address is 3404 Lake Woodard Road, Raleigh, North Carolina 27604 as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed conduct the Air Emissions Compliance Test Program at the Spokane Waste-to-Energy Facility, in accordance with IRFP 5616-22; and

WHEREAS, the original Contract provided for four (4) one-year (1) renewals with this being the third of those renewals; and

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

1. CONTRACT DOCUMENTS.
The Contract, dated October 12, 2022 and October 13, 2022, 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 TERM.
This Contract Renewal shall become effective on January 1, 2026, and shall run through December 31, 2026.

3. COMPENSATION.
The City shall pay a maximum amount not to exceed **ONE HUNDRED FIFTY-FIVE THOUSAND AND NO/100 DOLLARS** (**$155,000.00**) plus applicable tax, in accordance with Consultant's Cost Proposal attached hereto, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

4. **DEBARMENT AND SUSPENSION.**
The Consultant has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

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

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

Attachments that are part of this Agreement:
Certificate of Debarment
Consultant's Cost Proposal dated September 26, 2025

25-213

ATTACHMENT
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)

COST PROPOSAL

The Overall Project Costs for Compliance Testing Program (Tasks 1, 2, 3, 4, 5, and 6) are presented in Table 1. The overall costs for Task 2 are presented in Table 2 and the breakdown of the analytical costs is presented in Table 3. **These costs are effective from 1/1/2026 through 8/31/2026.** ***All field staff will be DEECO employees.*** The schedule with number of employees is shown in Table 4.

DEECO standard costs are presented in Table 5. The delay rate will be $75.00 per man hour plus per diem ($230/day/man) and $8,200 for an eight (8) hr day with per diem and equipment charges.

TABLE 1
OVERALL PROJECT COSTS FOR TASKS 1, 2, 3, 4, 5, AND 6

Task No.	Scope of Work	Costs
1	Develop Protocol	$0
2	Compliance test conducted on all both boilers in accordance with the requirements under 40 CFR 60.58b and 40 CFR 60.38b and 2025 report format (Dioxin, PAH, & PCB on only one Unit)	$122,695 (Subtract $9,300)
3	Sampling and Analytical Clarifications	N/A
4	RATA on both units including test report	$17,000
5*	Acquisition and Analysis of Audit Samples Method 23** Method 8 (1 req'd) Method 13B (1 req'd) Method 26 (1 req'd) Method 29 for 8 Metals (2 req'd) Method 29 for Mercury (2 req'd)	 N/A $218 $278 $273 $895 $806
6	Compliance Test Report (See Table 2 and 3 for details)	$2,850
Total	Total of Tasks 1, 2, 3, 4, 5, and 6 with all options (Dioxin, PAH, & PCB on only one Unit)	**$145,015** (Subtract $9,300)

* Per EPA's EMC website, at the time of this writing, two or more Approved Audit Sample providers do not exist. Prices are based on the best available information at the time of this writing. All will be billed at cost.

**Not available at the time of this writing, but will be ordered and billed at cost for acquisition and analysis if available 60 days prior to compliance testing.

TABLE 2
PROJECT COST BREAKDOWN FOR TASK 2

Task	Comments	Cost
Mobilization/Demobilization	Preparation and calibrations	$3,700
Travel	Travel to and from Site	$26,490
Stack Sampling	Testing with a staff of 10	$50,315
Analytical Costs From Table 3	Stack Samples	$42,190
Total Costs for Sampling and Analytical Program		**$122,695**

TABLE 3
ANALYTICAL COST BREAKDOWN FOR TASK 2

Type of Sample	Parameter	Cost per Sample	No. of Samples	Total Cost
Stack Gases	Particulate* (incl Condensables)	$295	7 (6 runs, plus RB)	$2,065
	HF and Cr^{+6}*	$285	8 (6 runs, plus RB & FB)	$2,280
	NH3*	$235 (all fractions)	7 (6 runs, plus RB) (3 fractions/run)	$1,645
	HCl* (Inlet)	$65	7 (6 runs, plus RB)	$455
	HCl* (Outlet)	$65	6 (3 fractions/run)	$1,170
	H2SO4*	$95	7 (6 runs, plus RB)	$665
	Metals*	$265	11 (8 runs, plus PB, RB & FB)	$2,915
	Mercury* (Inlet/Outlet)	$275	19 (16 runs, plus PB, RB & FB)	$5,225
	PCDD/PCDF** PAHs** PCBs** XAD-2 Traps**	$1,350 $800 $800 $150	8 8 8 10 (6 runs, plus FTPB and FB)	$10,800 $6,400 $6,400 $1,500
	Biogenic Carbon Bag	$670	1 (represents entire test)	$670
Total 2026 Anticipated Analytical Costs				**$42,190**

*** - Analyses performed by Element One**
**** - Analyses performed by SGS North America (formerly Analytical Perspectives)**

TABLE 4
COMPLIANCE TESTING DAILY (DATES TBD) SCHEDULE FOR TASKS 2 AND 4

SAMPLING LOCATION	TEST PARAMETER	SAMPLING METHOD	NUMBER OF RUNS	Hrs on-site No. of Staff
DAY 1 (Sunday) - Setup Equipment on Unit 2 for Compliance Test and Unit 1 for RATA				
DAY 2 (Monday) - Unit 2 Boiler Exit and FF Outlet Compliance and Unit 1 RATA				
Unit 2 Boiler Exit	Mercury	EPA Method 29	3	10 hrs 10 Staff
Unit 2 FF Outlet	Metals incl. Mercury	EPA Method 29	3	
	Particulate/PM_{10}	EPA Method $5/202_{wet}$	3	
	Opacity	COMS	3	
Unit 1	RATA	See Table below		
DAY 3 (Tuesday) - Unit 1 Boiler Exit and FF Outlet for Compliance and Unit 2 for RATA				
Unit 2	RATA	See Table below		
Unit 1 Boiler Exit	Mercury	EPA Method 29	1	10 hrs 10 Staff
	HCl	EPA Method 26A	3	
Unit 1 FF Outlet	Metals incl. Mercury	EPA Method 29	1	
	HCl and Ammonia	EPA Method 26A	3	
	PCDD/PCDF/PAH/PCB	EPA M 23	2	
DAY 4 (Wednesday) - Units 1 and 2 Boiler Exit and FF Outlet				
Unit 1 Boiler Exit	Mercury	EPA Method 29	3	10 hrs 10 Staff
Unit 1 FF Outlet	Metals incl. Mercury	EPA Method 29	3	
	Particulate/PM_{10}	EPA Method $5/202_{wet}$	3	
	Opacity	COMS	3	
	PCDD/PCDF/PAH/PCB	EPA M 23	1	
Unit 2 FF Outlet	HF and Cr^{+6}	EPA Method 13B/306	3	
	Sulfuric Acid	EPA Method 8	3	
	Non-Methane Hydrocarbons	EPA Method 25A	3	
Facility Ash Handling System	Fugitive Emissions	EPA Method 22	3	
DAY 5 (Thursday) - Units 1 and 2 Boiler Exit and FF Outlet				
Unit 2 Boiler Exit	HCl	EPA Method 26A	3	10 hrs 10 Staff
	Mercury	EPA Method 29	1	
Unit 2 FF Outlet	HCl and Ammonia	EPA Method 26A	3	
	Metals incl. Mercury	EPA Method 29	1	
Unit 1 FF Outlet	HF and Cr^{+6}	EPA Method 13B/306	3	
	Sulfuric Acid	EPA Method 8	3	
	Non-Methane Hydrocarbons	EPA Method 25A	3	
DAY 6 (Friday) - Contingency				

RATA Schedule

Day 1 (Monday) - Unit 1				
Unit 1 - Boiler Exit	Oxygen	M 3A and PS 3	9 - 12, ≥30 min	10 hours
	Sulfur Dioxide	M 6C and PS 2	9 - 12, ≥30 min	
Unit 1 - FF Outlet	Oxygen	M 3A and PS3	9 - 12, ≥30 min	
	Nitrogen Oxides & Sulfur Dioxide	M 6C, 7E and PS 2	9 - 12, ≥30 min	
	Carbon Monoxide	M 10 and PS 4A	9 - 12, ≥30 min	
Day 2 (Tuesday) - Unit 2				
Unit 2 - Boiler Exit	Oxygen	M 3A and PS 3	9 - 12, ≥30 min	10 hours
	Sulfur Dioxide	M 6C and PS 2	9 - 12, ≥30 min	
Unit 2 - FF Outlet	Oxygen	M 3A and PS3	9 - 12, ≥30 min	
	Nitrogen Oxides & Sulfur Dioxide	M 6C, 7E and PS 2	9 - 12, ≥30 min	
	Carbon Monoxide	M 10 and PS 4A	9 - 12, ≥30 min	

TABLE 5
BILLING INFORMATION FOR EMISSION TESTING - JANUARY, 2026

1. Hourly Time Charge Rates

Classification	Rate/Hour
Program Director (Marc Hamilton, Scott Steinsberger)	$115.00
Sr. Projects Managers (Lee Cecchi)	$100.00
Senior Project Managers	$90.00
Field Team Leaders	$75.00
Chemists	$75.00
Junior Professionals	$65.00
Senior Technician	$65.00
Technicians	$60.00

2. Time Charging

The above rates represent all of DEECO's direct salary costs, overhead, and profit. These rates are subject to periodic adjustment for merit and cost of living increases. The time charges for services performed will be the actual number of hours worked. Travel time shall be considered as work time. Time in excess of 8 hours per day will be billed at the same rate shown above. No extra rate for overtime is charged.

3. Travel, Subsistence and Other Direct Costs

Travel and subsistence expenses, materials and supplies, and out-of-pocket expenses are bill to the Client at cost. Meal per diem is $55.00 per day. Lodging costs are variable depending on location.

4. Charges for Automobile, Trucks & Vans

Vehicle Type	**Daily Charge**	**Mileage Charge**
Vans	$50.00	$1.00 per mile
Trucks/Trailers	$50.00	$1.00 per mile
CEM Trailer (less than 3 monitors)	$250.00	$1.00 per mile
CEM Trailer (each additional monitor)	$150.00	
Heat-traced Sample Line	$100.00	
Method 5-type Sample Trains	$100.00	
Modified Method 5-type Sample Trains	$150.00	
GC/FID/ECD/TCD/FPD	$250.00	
FTIR	$2,000	
Extra FTIR	$2,000	

Daily charges includes gasoline, maintenance, and insurance. Personal car mileage will be charged at the existing approved IRS rate. Travel days are charged at half of the daily charge for CEM Trailers.

DEECINC-01 MKADZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/7/2025

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
Rogers Services Inc/ Rogers Insurance Agency
512 W Williams Street
Apex, NC 27502

CONTACT NAME: Melissa Kadzielawski
PHONE (A/C, No, Ext): (919) 362-8310 FAX (A/C, No): (919) 362-4101
E-MAIL ADDRESS: melissa@rogersinc.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ironshore Indemnity Inc.	23647
INSURER B : Trumbull Insurance Company	27120
INSURER C : Hartford Multiple Companies	14397
INSURER D : Starstone National Insurance Company	25496
INSURER E :	
INSURER F :	

INSURED
Deeco, Inc.
PO Box 4159
Cary, NC 27519

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: X POLICY PRO-JECT LOC OTHER:			IEPUW0032486200	3/10/2025	3/10/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Pollution	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			22UENBK0VHG	3/10/2025	3/10/2026	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 $ 10,000			XSCUW0032486300	3/10/2025	3/10/2026	EACH OCCURRENCE AGGREGATE	$ 8,000,000 $ 8,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			22WEAC9NK3	3/10/2025	3/10/2026	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
D	Commercial Umbrella			P89792252AEM	3/10/2025	3/10/2026		2,000,000
A	Professional Liab			IEPUW0032486200	3/10/2025	3/10/2026		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Spokane is included as Additional Insured on the General Liability and Automobile Liability policies for work performed by the named insured and where required by written contract. Coverage is provided on a primary and non contributory basis. Waiver of Subrogation applies in favor of Arkema Inc., its subsidiaries and affiliates, directors and officers, and employees on the General Liability, Automobile Liability, Excess/Umbrella Liability and Workers Compensation where required by written contract. Excess Liability is follow form.

CERTIFICATE HOLDER

City of Spokane
ATTN: Purchasing Division
4th Floor - City Hall
808 W Spokane 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
Ron G. Gomez

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: DEECO INC

Business name: DEECO INC

Entity type: Corporation

UBI #: 603-237-573

Business ID: 001

Location ID: 0001

Location: Active

Location address: 3404 LAKE WOODARD DR
RALEIGH NC 27604-3854

Mailing address: 3404 LAKE WOODARD DR
RALEIGH NC 27604-3854

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident	T12032625BUS			Active	Apr-30-2026	Oct-15-2012

Registered Trade Names

Registered trade names	Status	First issued
DEECO INC	Active	Apr-09-2020

The Business Lookup information is updated nightly. Search date and time: 8/8/2025 7:03:28 AM

Contact us

How are we doing?
Take our survey!

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

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/20/2025

Committee Agenda type: Consent

Council Meeting Date: 11/10/2025

Date Rec'd	10/15/2025		
Clerk's File #	OPR 2017-0546		
Cross Ref #			
Project #			
Submitting Dept	CITY ATTORNEY	**Bid #**	
Contact Name/Phone	ELIZABETH 6232	**Requisition #**	PAID VIA CLAIMS
Contact E-Mail	ESCHOEDEL@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SPECIAL COUNSEL CONTRACT AMENDMENT - ETTER MCMAHON, VAN WERT		

Agenda Wording

Amendment to Contract with Etter McMahon, Van Wert & Oreskovich, P.C. for outside counsel services in the legal matter John Durgan et al., v. City of Spokane. Increase of $150,000 for total contract of $760,000.00.

Summary (Background)

The City entered into a contract with the above firm for outside legal counsel services regarding John Durgan et al., v. City of Spokane. Additional funds are necessary for continued litigation.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	$ 760,000
Current Year Cost	$ 150,000
Subsequent Year(s) Cost	$ 610,000

Narrative

Amount		**Budget Account**
Expense	$ 150,000	# Paid by Claims
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	Recurring

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

Approvals		**Additional Approvals**	
Dept Head	PICCOLO, MIKE	**PURCHASING**	NECHANICKY, JASON
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
eschoedel@spokanecity.org	mpiccolo@spokanecity.org
mclark@ettermcmahon.com	rvw@ettermcmahon.com
Zach.Ray@us.davies-group.com	mfeist@spokanecity.org
rgennett@spokanecity.org	ddaniels@spokanecity.org

City Clerk's No. OPR 2017-0546

City of Spokane

SPECIAL COUNSEL CONTRACT AMENDMENT #8

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **ETTER, MCMAHON, LAMBERSON, VAN WERT & ORESKOVICH, P.C.**, whose address is 618 West Riverside Avenue, Suite 210, Spokane, WA 99201, as ("Firm"), individually hereafter referenced as a "Party", and together as the "Parties".

*WHEREAS, the parties entered into a Contract wherein the Firm agreed to provide legal services and advice to the City of Spokane, and its officers and employees regarding the matter of **JOHN DURGAN, ET. AL. v. CITY OF SPOKANE**, consistent with applicable laws and this Contract.*

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

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

1. CONTRACT DOCUMENTS.
The original Contract, dated July 28, 2017 and August 1, 2017, 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 1, 2025.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000.00)** as full compensation for everything furnished and done under this Contract Amendment. The total amount under the original Contract, any subsequent amendments, and this Contract Amendment is **SEVEN HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS ($760,000.00)**.

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

ETTER, MCMAHON, LAMBERSON, VAN WERT & ORESKOVICH, P.C.

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

U2025-092c

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: ETTER, MCMAHON, LAMBERSON, VAN WERT & ORESKOVICH, P.C.

Business name: ETTER, MCMAHON , LAMBERSON, CLARY & ORESK, P.C.

Entity type: Professional Service Corporation

UBI #: 600-577-689

Business ID: 001

Location ID: 0001

Location: Active

Location address: 618 W RIVERSIDE AVE
STE 210
SPOKANE WA 99201-5048

Mailing address: 618 W RIVERSIDE AVE STE 210
SPOKANE WA 99201-5048

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	Nov-01-1991
Spokane General Business	T12056552BUS			Active	May-31-2026	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
CLARK, MEGHAN	
DRUFFEL, MAIJI	
GREER, ROB	
LAMBERSON, STEPHEN	
ORESKOVICH, CARL	
SMITH, BRAD	
VAN WERT, RONALD	
WAGLEY, ANDREW	

The Business Lookup information is updated nightly. Search date and time: 10/15/2025 4:14:33 PM

Contact us

How are we doing?
Take our survey!

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

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/20/2025

Committee Agenda type: Consent

Council Meeting Date: 11/10/2025

Date Rec'd	10/15/2025		
Clerk's File #	OPR 2025-0520		
Cross Ref #			
Project #			
Submitting Dept	CITY ATTORNEY	**Bid #**	
Contact Name/Phone	ELIZABETH 6232	**Requisition #**	PAID VIA CLAIMS
Contact E-Mail	ESCHOEDEL@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	OUTSIDE COUNSEL CONTRACT AMENDMENT - BRENDAN WINSLOW-NASON		

Agenda Wording

Amendment to contract with Brendan Winslow-Nason and John Cadagan with the Firm Gordon Tilden Thomas & Cordell, LLP for outside counsel services in the legal matter involving City of Spokane Insurance Policies and Insurance Company of the State of Pennsylvania v. City of Spokane. Increase of $50,000 for a total contract amount of $100,000

Summary (Background)

The City entered into a contract with the above Firm for outside legal counsel services regarding review of the City's Insurance Policies and Litigation Services regarding Insurance Company of the State of Pennsylvania v. City of Spokane. Additional funds are necessary for continued services.

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	**$** 100,000
Current Year Cost	**$** 50,000
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 50,000	**#** Paid by Claims
Select	**$**	**#**
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	PICCOLO, MIKE	**PURCHASING**	NECHANICKY, JASON
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
eschoedel@spokanecity.org	mpiccolo@spokanecity.org
bwinslow-nason@gordontilden.com	jcadagan@gordontilden.com
Zach.Ray@us.davies-group.com	mfeist@spokanecity.org
rgennett@spokanecity.org	chudsion@gordontilden.com
rhulvey@spokanecity.org	

City Clerk's No. OPR 2025-0520

City of Spokane

CONTRACT AMENDMENT

OUTSIDE COUNSEL

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), **BRENDAN WINSLOW-NASON AND JOHN CADAGAN, ATTORNEYS WITH GORDON TILDEN THOMAS & CORDELL, LLP**, whose address is 600 University Street, Suite 2915, Seattle, Washington 98101, as ("Firm"), individually a “Party”, and together referenced as the “Parties”.

WHEREAS, the parties entered into a Contract wherein the Firm agreed to provide Support and Litigation Services As-Needed regarding review of the City’s Insurance Policies and including Litigation Support for the Insurance Company of the State of Pennsylvania v. City of Spokane “Declaratory Judgment Action) filed August 28, 2025, and

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

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

1. CONTRACT DOCUMENTS.
The Contract dated June 30, 2025 and July 8, 2025, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on October 1, 2025.

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

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

GORDON TILDEN THOMAS & CORDELL, LLP

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

U2025-098a

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/20/2025

Committee Agenda type: Discussion

Council Meeting Date: 11/10/2025

Date Rec'd	10/10/2025		
Clerk's File #	OPR 2024-0970		
Cross Ref #			
Project #			
Submitting Dept	CODE ENFORCEMENT & PARKING	**Bid #**	
Contact Name/Phone	JASON 6529	**Requisition #**	CR 27907
Contact E-Mail	JRUFFING@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	JBINGLE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	CLEANUP SERVICES RELATED TO WSDOT RIGHT OF WAY		

Agenda Wording

This contract amendment provides additional funding through the interlocal agreement between the City and WS DOT for supplemental cleanup and abatement services on and adjacent to state properties and right of way. This is an amendment for OPR 2024-0970. Funding reimburses Code Enforcement Department expenses for work conducted by subcontractor under this contract.

Summary (Background)

This amendment for an existing contract between the City and Career Path Services/Dignified Workday. A portion of this existing contract (OPR 2024-0970) was funded through an interlocal agreement with WS DOT in 2025. The timeframe of the previous interlocal agreement expired, but was renewed with additional funding becoming available through June of 2027. This amendment will again fund a portion of the ongoing work being done by Career Path Services/Dignified Workday.

What impacts would the proposal have on historically excluded communities?

The contract provides funding for litter removal and graffiti abatement to be carried out by a subcontractor throughout the I90 corridor and other state properties and right of way.

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?

Garbage removal, graffiti abatement, and related work will be tracked by location, disposal, abatement and other metrics. The focused work areas are perpetually in need of cleanup and abatement efforts, to mitigate and deter encampments, and to promote general health and safety.

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 contract is directly related to the City's Clean and Safe programs.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 200,000
Current Year Cost	$ 75,000
Subsequent Year(s) Cost	$ 125,000

Narrative

OPR 2024-0970 is related to the City's Clean and Safe initiative and related to ARPA funding, which expires in December of 2026. However, this contract was previously amended to include DOT funding through an interlocal agreement for specific cleanup effo

Amount		Budget Account
Neutral	$ 200,000	# 1200- 95165- 24600- 54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source One-Time

Funding Source Type Program Revenue

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

Yes, this funding will sustain the work through the end of the timeframe of the current contract, which is December of 2026. DOT funding reimburses Code Enforcement Department expenses.

Expense Occurrence

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

Approvals		Additional Approvals	
Dept Head	GARCIA, LUIS	PURCHASING	WAHL, CONNIE
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Andy Dwonch - adwonch@careerpathservices.org	smacdonald@spokanecity.org
lgarcia@spokanecity.org	jruffing@spokanecity.org
akiehn@spokanecity.org	klouden@spokanecity.org
nzollinger@spokanecity.org	cpitsnogel@spokanecity.org

City Clerk's No. OPR 2024-0970

CITY OF SPOKANE

CONTRACT AMENDMENT

Title: **CLEAN AND SAFE PROGRAM**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CAREER PATH EMPLOYMENT AND TRAINING,** whose address is 816 West Francis Avenue, Suite 1028, Spokane, Washington 99205, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide a Clean and Safe Program in the specified downtown area;

WHEREAS, additional funding through WSDOT has been made available and the City desires to expand the services under those funds as provided in OPR 2024-0214, thus, the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.
The Contract, dated November 18 and 19, 2024, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract shall become effective on September 15, 2025 and shall run through December 31, 2026.

3. AMENDMENT.
The services provided under the original contract hereby expanded to include but not limited to cleaning, litter control, graffiti abatement and related nuisance mitigation on and adjacent to WSDOT right of ways.

4. **COMPENSATION.**
The City shall pay an additional amount not to exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS** (**$200,000.00**), plus applicable sales tax, for everything furnished and done under this Contract Amendment. The Company shall include all documentation requested by the City as a part of monthly applications for payment, including but not limited to a list of locations visited, garbage removal weight, graffiti abatement statistics, etc. 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.

CAREER PATH EMPLOYMENT AND TRAINING

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

25-203

CAREPAT-01 SELDER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/25/2025

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:	
Hub International Northwest LLC PO Box 3144 Spokane, WA 99220	PHONE (A/C, No, Ext): (509) 747-3121	FAX (A/C, No): (509) 623-1073
	E-MAIL ADDRESS: nowspkinfo@hubinternational.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B : Great American Fidelity Insurance Company	41858
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Career Path Services
816 W Francis Ave #1028
Spokane, WA 99205-6512

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X	X	PHPK2552076-014	6/30/2025	6/30/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER: General Aggregate							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS			PHPK2552076-014	6/30/2025	6/30/2026	BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 2,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE			PHUB863057014	6/30/2025	6/30/2026	AGGREGATE	$
	[ ] DED [X] RETENTION $ 10,000						Aggregate	$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A		PHPK2552076-014	6/30/2025	6/30/2026	E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	General Liability			PHPK2552076-014	6/30/2025	6/30/2026	Per Occ.	1,000,000
B	Cyber/Privacy/Networ			CYP 3643149-08	6/30/2025	6/30/2026		

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

Directors & Officers
Carrier: Philadelphia Insurance Companies
Effective 06-30-25 to 06-30-26
Policy # PHSD1796355014
Limit $2,000,000
$5,000 Deductible

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City Of Spokane
808 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: CAREPAT-01 SELDER

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Hub International Northwest LLC	Career Path Services 816 W Francis Ave #1028 Spokane, WA 99205-6512
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Employment Practices Liability
Carrier: Philadelphia Insurance Companies
Effective 06-30-25 to 06-30-26
Policy # PHSD1796355014
Limit $2,000,000
$35,000 Deductible

Crime Coverage:
Carrier: Philadelphia Insurance Companies
Effective 06-30-25 to 06-30-26
Policy # PHSD1796355014
Limit $200,000
$5,000 Deductible

Computer Fraud $200,000
$5,000 Deductible

City of Spokane, their officers, employees and agents are additional insured per written contract or agreement.

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Apr 18, 2025

Nonprofit Corporation

Unified Business ID #: 601151579
Business ID #: 001
Location: 0001
Expires: May 31, 2026

CAREER PATH SERVICES - EMPLOYMENT & TRAINING
NUM 1028
816 W FRANCIS AVE
SPOKANE WA 99205-6512

UNEMPLOYMENT INSURANCE - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

MINOR WORK PERMIT (EXPIRES 03/31/2026) - ACTIVE

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

SPOKANE VALLEY NONPROFIT BUSINESS (EXPIRES 04/30/2026) - ACTIVE

SPOKANE NONPROFIT BUSINESS - ACTIVE

DUTIES OF MINORS:

Ages 16-17: JOB INTERNSHIP

LICENSING RESTRICTIONS:

It is the business's responsibility to comply with minor work permit requirements. See WAC 296-125-030 and WAC 296-125-033 for Non-Agricultural and WAC 296-131-125 for Agricultural guidelines and restricted activities.

Service occupations: if a minor works past 8 p.m., minor must be supervised by a responsible adult employee who is on the premises at all times. WAC 296-125-030(30)

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

Director, Department of Revenue

STATE OF WASHINGTON

UBI: 601151579 001 0001

Expires: May 31, 2026

CAREER PATH SERVICES - EMPLOYMENT & TRAINING
NUM 1028
816 W FRANCIS AVE
SPOKANE WA 99205-6512

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
MINOR WORK PERMIT (EXPIRES 03/31/2026) - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE VALLEY NONPROFIT BUSINESS (EXPIRES 04/30/2026) - ACTIVE
SPOKANE NONPROFIT BUSINESS - ACTIVE

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

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

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

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

Telephone: 360-705-6741

Endorsements

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

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

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

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/20/2025

Committee Agenda type: Consent

Council Meeting Date: 11/10/2025

Date Rec'd	10/6/2025		
Clerk's File #	OPR 2025-0739		
Cross Ref #			
Project #			
Submitting Dept	COMMUNITY AND ECONOMIC	**Bid #**	RFQU 6342-25
Contact Name/Phone	TYLER X6733	**Requisition #**	BT
Contact E-Mail	TKIMBRELL@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	JBINGLE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	SAFE STREETS FOR SPOKANE SUPPLEMENTAL PLANNING - KITTELSON &		

Agenda Wording

Contract request for Safe Streets for Spokane Supplemental Planning

Summary (Background)

The Safe Streets for Spokane Supplemental Planning will amend Chapter 3 Street Design Standards to include up to date best practices for choosing and implementing bicycle facilities on various roadway typologies. Included in this package will be a quick-build design guide for mobilizing budget and time friendly bicycle and pedestrian safety projects. Additionally, the project will update the City's Vision Zero Action Plan with the latest road safety data and any required updates to fulfill grant state and federal grant requirements.

What impacts would the proposal have on historically excluded communities?

The updated bikeway design standards, quick-build guide, and Vision Zero Safety Action Plan will ensure consistent design standards for all parts of the city that aim to protect vulnerable road users and create more mobility choice.

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

The Vision Zero Action Plan will incorporate up to date traffic safety data categorized by vulnerable user types.

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

The State collects annual traffic safety data.

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

This project supports the Transportation Element and Bicycle Master Plan of the Comprehensive Plan.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$ 345,666 + $34,566 Administrative Reserve
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

The Safe Streets and Roads for All supplemental grant funding was applied for and awarded in 2023. The grant was awarded to amend bikeway design standards and update the City's Vision Zero Action Plan with up-to-date data to assist in future grant applica

Amount		Budget Account
Expense	$ 345,666 + $34,566	# 3200-95170-42300-54201-86160
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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	MACDONALD, STEVEN	ACCOUNTING -	BROWN, SKYLER
Division Director	MACDONALD, STEVEN	PURCHASING	NECHANICKY, JASON
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Wende Wilber, wwilber@kittelson.com	smacdonald@spokanecity.org
sgardner@spokanecity.org	tkimbrell@spokanecity.org
eking@spokanecity.org	publicworksaccounting@spokanecity.org

City Clerk's OPR 2025-0739

City of Spokane

CONSULTANT AGREEMENT

Title: SAFE STREETS FOR SPOKANE SUPPLEMENTAL PLANNING

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **KITTELSON & ASSOCIATES, INC.**, whose address is 202 East Spokane Falls Boulevard, Suite 303, Spokane, Washington 99202 as ("Consultant"), as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

*WHEREAS, the purpose of this Agreement is to provide **Safe Streets for Spokane Supplemental Planning Services**; and*

WHEREAS, the Consultant was selected from RFQu 6342-25, issued by the City.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on October 20, 2025, and ends on December 31, 2026, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by written agreement of the parties.

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

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

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

4. COMPENSATION.
Total compensation for Consultant's services under this Agreement shall not exceed **THREE HUNDRED FORTY-FIVE THOUSAND SIX HUNDRED SIXTY-SIX AND NO/100 DOLLARS ($345,666.00)**, plus tax if applicable and in accordance with the Project Budget Form in Exhibit B. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.
The Consultant shall submit its applications for payment to City of Spokane, Planning Services and Economic Development, Sixth Floor, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

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

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

request). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).

I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.

J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

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

7. TAXES, FEES AND LICENSES.

A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.

C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this

Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.
The Consultant shall indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage to the extent caused by the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

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

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

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

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

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

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

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

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

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

pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.

C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

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

16. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall require that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

17. CITY ETHICS CODE.

A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.

B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.

C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than $25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the

donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

20. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

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

22. DISPUTES.

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

23. TERMINATION.

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be

given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility

under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
J. Additional Provisions: This Agreement may be modified by additional terms and conditions (“Special Conditions”) which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party’s draftsmanship.
M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

KITTELSON & ASSOCIATES, 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 to this Contract:
Exhibit A – Certificate Regarding Debarment
Exhibit B – Consultant's Scope of Work/Response to RFQu

25-205a

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

KITTELSON & ASSOCIATES
202 East Spokane Falls Boulevard, Suite 303
Spokane, WA 99202
P 800.878.5230

Scope of Work

September 22, 2025 **Project# 31924**

Introduction

The City has recently adopted several active transportation initiatives to support people walking, biking, and rolling within the City including a Vision Zero resolution, Safety Action Plan, Bicycle Master Plan, Pedestrian Master Plan, and a Bicycle Priority Network. Kittelson and Associates, Inc. (Kittelson) will deliver to the City of Spokane (City) an update to the City's Chapter 3 Design Standards incorporating best management practices for Bicycle Facilities (Bikeway Update), updates to the City's Standard Plans, a Quick Build Guide, and an updated Comprehensive Safety Action Plan (Vision Zero Plan) to support these efforts in compliance with the Safe Streets 4 All Supplemental Planning grant from USDOT.

Subconsultants supporting Kittelson include:

- Coffman Engineers
- SPVV Landscape Architects

Key assumptions include:

- The City will provide electronic files of existing City documentation relevant to existing bike standards. This may include existing design standards, design memoranda, CAD files, draft Quick Build guidance, and other supportive materials.
- It is assumed meetings will be virtual and average 90 minutes in length, unless otherwise noted. Local Spokane staff will always be available to meet in person.
- The City will coordinate meeting locations for any in person meetings with the TAC or Focus Groups.
- Draft documents will be submitted two weeks prior to review meetings.
- The City will coordinate internal reviews and provide one set of consolidated, non-conflicting comments on draft deliverables.
- The City will lead public outreach efforts and the City Council adoption process. Kittelson will provide PowerPoint presentations and supporting graphics as noted in the tasks below.
- Six final deliverables will include:
  - Bikeway Update which will consist of an update to the Chapter 3.0 Streets, Alleys, Bikeways and Sidewalks Design Standards as a distinct section within the existing document. A separate Executive Summary will also be provided to summarize and describe changes and for use as an educational tool.
  - Quick Build Guide which will be a separate document.
  - Standard Plans for select bicycle facilities.
  - Memo summarizing recommended changes to other planning documents.
  - Vision Zero Plan with a Progress Reporting Template.
- All documents will be delivered electronically.

The table below provides an overview of the key deliverables for each project phase. The remaining sections outline the details of each project task.

Task	Key Deliverables
Task 1 Project Management	▪ Conduct Project Kick-off Meeting ▪ Prepare for and participate in monthly check in calls with City Project Manager ▪ Prepare for and participate in monthly check-in calls with Project Management Team ▪ Develop and monitor project schedule ▪ Prepare monthly invoices and progress reports
Task 2 Stakeholder Meetings	**Technical Advisory Committee (7 Meetings)** at the following project milestones: 1) Kick-off meeting 2) Table of contents for the Bikeway Update, Quick Build Guide, and Vision Zero Plan 3) Draft Crash/High Injury Memo 4) Preliminary Draft Bikeway Update and Quick Build Guide 5) Draft Bikeway Update and Quick Build Guide 6) Vision Zero Plan Project List, Countermeasures, and 7) Preliminary Draft Vision Zero Plan **Community Partners Work Sessions (2 Meetings)** at the following milestones: 1) Draft Crash/High Injury Network Memo 2) Draft Bikeway Update **Standard Plans Team (3 Meetings)** at the following milestones: 1) Review list of Standard Plans 2) 60% draft plans 3) 90% draft plans **Transportation Commission and Bicycle Advisory Board Presentations** – Attend 4 presentations – Provide supporting graphics in support of city led efforts **Comment response log**
Task 3 Research	▪ Data Needs Summary ▪ Draft and Final Document/Code Review Gap Analysis ▪ Draft Vision Zero Plan Crash Analysis/High Injury Network Memo ▪ Draft Vision Zero Preliminary Countermeasures and Strategies Memo
Task 4 Develop Annotated Outlines	▪ Draft Table of Contents for Bikeway Update ▪ Draft Table of Contents for Quick Build Guide ▪ Draft Table of Contents for Vision Zero Plan ▪ Draft and Final Annotated Outline Bikeway Update ▪ Draft and Final Annotated Outline/Sample Chapter Quick Build Guide ▪ Draft and Final Annotated Outline/Sample Chapter for Vision Zero Plan
Task 5 Bikeway Update and Quick Build Guide	▪ Preliminary Draft Quick Build Guide ▪ Draft Quick Build Guide ▪ Final Quick Build Guide
	▪ Preliminary Draft Bikeway Update and Executive Summary ▪ Draft Bikeway Update and Executive Summary ▪ Final Bikeway Update and Executive Summary
	▪ Preliminary Draft, Draft and Final Memo: Plan Update Recommendations
Standard Drawing Review and Updates	▪ 60% draft standard plans ▪ 90% draft standard plans ▪ Final standard plans
Task 6 Safety Action Plan Update	▪ Project List/Cost Estimates for top 10 priorities ▪ Draft and Final Progress Reporting Summary Template ▪ Preliminary Draft Vision Zero Plan ▪ Draft Vision Zero Plan ▪ Final Vision Zero Plan
Data Transfer	▪ Provide the final files

Bikeway Update, Quick Build Guide, Standard Plan, and Vision Zero Plan

Bikeway Update

The Bikeway Update will include a comprehensive update to the City of Spokane Design Standards, Chapter 3.7-1 Bike Facilities, as well as appropriate sections and cross references within Chapter 3.0 Streets, Alleys, Bikeways, and Sidewalks. It will be developed to be inserted into the existing City Design Standards. A four-to-six-page Executive Summary will also be developed as part of this step that summarizes the City Design Standard updates, purpose, importance, and key recommendations. Anticipated updates include the following:

- Guidance on bicyclist operating speeds, minimum bicycle design vehicle (width and length), and bicyclist operating space.
- Adding references to WSDOT Level of Traffic Stress (LTS) methodology.
- Updating references to the most recent AASHTO and NACTO guides.
- Guidance on bikeway facility selection – buffered lanes, striped bike lane, PBLs, shared lanes, contra-flow, use of hardening, one-way vs. two-way, side paths, etc. to enhance existing Figure 23, FHWA Bikeway Guide Speed/Volume figure.
- Adding tables and exhibits with bikeway dimensions for various facility types and intersection treatments.
- Updating the bike facility types and dimension table.
- Expanding the greenway discussion and providing typical treatments, including guidance on intersection control of side streets and traffic calming along greenway.
- Guidance on the use of bike signals, including separated signal phasing for bicycles, diagonal crossings, and leading bicycle intervals.
- Guidance on bikeway signing and striping including when to use bike boxes, green markings, two-stage bicycle turn boxes, protected intersection layouts, diagonal crossings, and advanced bicycle stop bars, etc.
- Guidance on bikeways with bus stops (floating islands, raised bike lanes, shared, etc.) and required spacing for channelized bike lanes behind bus stop.
- Revisions to Section 3.6-1 Access Management to address the need to minimize access conflicts across bikeways.
- Variance process for changing bikeway standard.
- Guidance for temporary traffic control for bikeways during construction.
- Guidance on bikeway signage and wayfinding based on facility type.
- Guidance for shared-use streets.

A separate 5 to 10 page memo will be provided that outlines recommendations for future updates to relevant planning documents for alignment with the Bikeway Update.

Quick Build Guide

Guidance for Quick Build bicycle facilities will be included as a separate document using the City draft guidance as a starting point. It will include guidance for selecting facility type, quick build materials, and construction and maintenance of facilities.

Standard Plans

Based on the Bikeway Update, up to 20 standard plans will be developed and are expected to include the following:

1) Shared-use pathway section
2) Speed hump and speed cushion for local street - hump design, signs, markings (see Denver Bicycle Design Guide BDS 4-3 for example)
3) Speed table - concrete table design, signs, markings
4) Buffered bike lane with precast curb – typical spacing of curbs and delineators, curb placement within the buffer, and striping widths
5) Protected intersections for bicycles
6) Pedestrian Hybrid Beacons with bicycle-specific accommodations
7) Diagonal bicycle crossings at signalized intersections
8) Update to existing bike lane standard plans
9) Placement and dimensions of green bike box and bike lane markings at intersections, driveways
10) Diagonal Diverter
11) Update the traffic circle standard plan – how to specify size based on intersection footprint
12) PHB with the Tacoma style design
13) Transition ramp for bikes from street to curb level (with the new linear tactile strip being piloted on Fish Lake Trail at Sunset/Government Way)
14) Pushbutton placement for bike lanes with loop detection.
15) Placement of planters when used to buffer bike lanes.
16) Painted bump outs –how they should fit around crosswalks and required vertical delineation.
17) Bicycle wayfinding – sign design and placement
18) Neighborhood Greenway signage – show setup for a typical block

Vision Zero Plan

The Vision Zero Plan will update the 2023 existing plan and consolidate key safety elements from adopted City planning documents. In addition to an updated safety analysis and project list. It will also align with the Washington Department of Transportation (WSDOT) Highway Safety Improvement Program (HSIP) for eligibility with the City Safety Program funding. The Vision Zero Plan is anticipated to support the 2028 funding cycle. The crash analysis will use data from 2020 through 2025 (assuming it is available).

Tasks

Task 1: Project Management

The purpose of this task is to prepare for and attend project check-in/coordination meetings with City and conduct project management activities.

Upon approval of the Contract by the City, Kittelson will prepare for and hold an in person 2 hour kick-off meeting with the City Staff to:

- Define project success and key elements of the Bikeway Update, Quick Build Guide, and Vision Zero Plan
- Obtain available data and published materials.
- Establish communication protocols.
- Establish file sharing approach and file management structure
- Agree on project schedule with key milestones identified.
- Identify members for the Project Management Team (PMT) and Technical Advisory Committee (TAC)

Kittelson will lead monthly:

- 30-minute check-in calls with the City Project Manager to discuss progress, deadlines, questions, risks, and solutions to protect the schedule and budget.
- 60-minute hybrid meetings with PMT

Agendas and action item summaries will be distributed via email for the above meetings.

Kittelson will prepare a detailed project schedule showing project tasks, milestones, and review periods. The schedule will be revisited monthly for the duration of the contract and updated as needed.

Kittelson will prepare monthly invoices and progress reports to facilitate grant reporting.

Deliverables

- Kick Off Meeting agenda, attendance/facilitation, and summary
- Monthly check in meetings with City Project Manager (12)
- Agendas and summaries for monthly check ins with PMT (12)
- Project milestone schedule and updates
- Monthly invoices/progress report (12)

Task 2: Stakeholder Meetings

Kittelson will prepare draft and final agendas, presentations, and meeting summaries in support of the following meetings. Presentations will contain draft content for discussion. Kittelson will prepare and maintain comment/response logs to track changes throughout the development of the documents.

Technical Advisory Committee (8 meetings)

Potential members should include representatives from:

- Integrated Capital Management Department
- Street Department
- Engineering Services Department)

- Development Services Department
- Planning
- STA
- SRTC
- WSDOT
- Bicycle Advisory Board or Transportation Commission Representatives
- Spokane County
- Spokane Regional Health District
- Police and Fire Department

Meetings will occur at the following milestones.

1) Kick-off meeting
2) Table of contents for the Bikeway Update, Quick Build Guide, and Vision Zero Plan
3) Draft Crash/High Injury Memo
4) Preliminary Draft Bikeway Update and Quick Build Guide
5) Draft Bikeway Update and Quick Build Guide)
6) Vision Zero Plan Project List, Countermeasures, and Strategies
7) Preliminary Draft Vision Zero Plan

Community Partners Work Sessions (2 meetings)
Community Partners will include practitioners who regularly apply design criteria, conduct safety reviews, or oversee road safety audits, as well as community members who use the facilities and advocate for safer streets and public health. These may be small group meetings or one-on-ones. Potential Partner meetings may be with:

- Avista
- Spokane Parks and Recreation
- Design professionals, developers, contractors in private industry
- Cascade and Spokane bicycle clubs
- Reimagine Spokane

Meetings will occur at the following milestones:

3) Draft Crash/High Injury Network Memo
4) Draft Bikeway Update

Standard Plans Team Work Sessions (3 meetings)
The standard plans team will be a highly technical group focused on the review of construction ready standard plans. Meetings occur to review list of plans to include and at 60%, and 90% draft plans.

- Integrated Capital Management Department
- Street Department
- Engineering Services Department - Design
- Engineering Services Department - Construction
- Wastewater Department
- Development Services Department
- Planning
- Fire Department

Transportation Commission and Bicycle Advisory Board Presentations (4 meetings)

Kittelson will attend four (4) presentations (2 to each group) in support of the planning efforts with the Transportation Commission and Bicycle Advisory Board. As part of this effort, Kittelson will prepare a PowerPoint presentation. Assumes attendance will be 2 hours per presentation.

Deliverables

- Draft and final TAC agendas and PowerPoint presentations (7)
- Attendance at TAC meetings (7)
- Draft and final TAC meeting summaries (7)
- Attendance at Community Partners Work Session (2)
- Attendance at Standard Plans Team Work Sessions (3)
- PowerPoint Presentation and attendance at the Transportation Commission and Bicycle Advisory Board (4)
- Comment/response logs

Task 3: Research

Kittelson proposes three parts to the research task.

Data/Document Gathering and Review. We will prepare a document/data needs summary identifying what data Kittelson currently has and what is needed from the City. Expected data and documents for review include:

- City of Spokane Municipal Code
- City of Spokane Zoning Code
- City of Spokane Comprehensive Plan Update
- City of Spokane Design Standards
- WSDOT Design Manual
- NACTO manuals
- AASHTO manuals
- FHWA manuals
- STA Design Standards
- Bicycle Master Plan
- Downtown Plan
- Street Maintenance and Operations Plans, including staffing and budgets
- City Comprehensive Safety Action Plan
- SRTC Regional Safety Action Plan (Kittelson already has the data and GIS layers)
- Spokane Regional Transportation Council's Horizon 2045 Metropolitan Transportation Plan
- WSDOT Strategic Highway Safety Plan
- Traffic Calming Studies
- 2024/2025 crash data
- Capital Improvement Plans/safety projects completed in 2024/2025

Once the data is compiled, we will review the existing data, plans, policies, standards, and design guidance and synthesis key findings into a summary matrix, one for the Bikeway Update and one for the Vision Zero Plan. The matrices will identify inconsistencies between documents, areas of alignment, existing gaps in information, and recommendations for changes such as new standards,

graphics, policies, and administration. Additionally for the Bikeway Update, we will note where references will need to be updated throughout the City of Spokane Design Standards and Zoning Code to reflect the new Bikeway Update.

Vision Zero Plan Analysis. As part of this task, Kittelson will analyze the previous five years of available fatal and serious injury crash data and identify crash factors present. This analysis will identify socio-economic, roadway, and human factor characteristics that correlate with fatal and serious injury crashes for each mode and look at both spot location and systemic crashes. The analysis will also include descriptive analysis identifying trends, location characteristics, and contributing factors that most commonly occur in the crash data. These findings will be summarized using charts, maps, and infographics. Using an agreed upon methodology with the PMT and TAC, a High Injury Network (HIN) will be developed (one for each mode) for spot location and systemic treatments.

Kittelson will also work with the TAC and PMT to identify initial countermeasures and strategies, to address crashes on the HIN. This effort will focus on the Safety System approach, proven countermeasures, including those identified by FHWA, WSDOT, NHTSA, as well as those that have been found to be effective in other research at addressing the types of crashes on the HIN. It will emphasize low-cost/high-impact countermeasures that can be deployed systemically throughout the region. It will also consider planned projects and existing programs and processes.

Two draft memos will be prepared, one for the crash analysis and one for the strategies. These memos will be finalized in Phase 2.

Deliverables

- Data Needs Summary
- Draft & Final Document/Code Review Gap Analysis
- Draft Vision Zero Draft Crash/High Injury Network Memo
- Draft Vision Zero Plan Preliminary Countermeasures/Strategy Memo

Task 4: Develop Annotated Outlines

Kittelson will prepare annotated outlines using a three step process to create a "roadmap" for how the Bikeway Update, Quick Build Guide, and Vision Zero Plan will be developed.

1. **Table of Contents:** An outline of the primary sections for the Bikeway Update within the City of Spokane Design Standards, highlighting new information to be integrated. Feedback on the Table of Contents will be incorporated into the Annotated Outline.
2. **Annotated Outline:** Based comments received on the table of contents, an annotated outline will be developed demonstrating the information to be addressed in each section and what will and will not be included.

- For the Bikeway Update, key design elements will be identified such as: Protected Bike Lanes, Contra-Flow Bike Lanes, Intersection Designs, Bikeway-Transit Stop Integration, Neighborhood Greenway/Bicycle Boulevard Intersection Design and Mid-Block Treatments, Trail/Shared Use Path Crossings, and bicycle parking in public ROW. It will include sections on specifications and construction considerations.
- A draft outline will also be prepared for the Quick Build Guide that identifies quick build treatments based on facility type, and operations and maintenance considerations.

- For the Vision Zero Plan, it will include chapter and section headings aligned with SS4A and HSIP guidelines including vision and goals, data analysis methodology, High Injury Networks, emphasis areas, countermeasures, prioritization, performance measures, and implementation.

3. **Sample Chapter:** A sample chapter will be developed with example layouts illustrating the format, text style, colors, exhibits (e.g., figures, tables), headers, footers, and margins for the Quick Build Guide and Vision Zero Plan (the Bikeway Guide and Standard Plans will match existing format). The sample chapter will be submitted with the Draft Annotated Outline.

Deliverables

- Draft Table of Contents for Bikeway Update
- Draft Table of Contents for Quick Build Guide
- Draft Table of Contents for Vision Zero Plan
- Draft & Final Bikeway Update Annotated Outline
- Draft and Final Quick Build Guide Annotated Outline/Sample Chapter
- Draft and Final Vision Zero Plan Annotated Outline/Sample Chapter

Task 5: Bikeway Update, Quick Build Guide, Standard Plans

The Bikeway Update, Quick Build Guide, and Plan Update Memo will be grouped into three phases for review: (Interim content will be developed and presented via PowerPoint to TAC, Community Partners, and Standard Plans Teams for review throughout the process).

1. **Preliminary Draft.** One round of revisions will be addressed and resubmitted for review.
2. **Draft.** Two rounds of revisions will be addressed before finalizing.
3. **Final**. We will address final comments and submit the final version in a Microsoft Word document and Adobe PDF, including a web version.

Standard Plan Updates. Kittelson will produce up to 20 combined standard plan updates, renderings, or similar graphics at 60%, 90%, and final plans. One set of revisions will be made at the 60% and 90% submittals.

Data Transfer: All supporting data, GIS, Excel, CAD, Word, and PDF files will be transferred to the City.

Deliverables

- Preliminary Draft Bikeway Update and Executive Summary
- Draft Bikeway Update, and Executive Summary
- Final Bikeway Update and Executive Summary
- Preliminary Draft Quick Build Guide
- Draft Quick Build Guide
- Final Quick Build Guide
- Draft and Final Memo: Recommendations for Plan Updates
- 30% standard plans
- 60% standard plans
- 90% standard plans
- Final standard plans

Task 6: Vision Zero Plan Update

Updates to the existing Vision Zero Plan will include:

- Addition of newly adopted plans, policies and guidelines since last plan.
- Updated crash analysis and High Injury Network.
- Project selection and prioritization methodology.
- Countermeasure selection using the FHWA Crash Modification Factors Clearinghouse and addition of new countermeasures informed by local feasibility and maintenance practices.
- Required components for SS4A grant compliance.
- Required components for WSDOT's Highway Safety Improvement Program compliance.
- Progress evaluation based on metrics in existing plan, and a format for a 1-2 page summary that City staff can update annually.
- Cost estimates for ten (10) highest priority projects.

Deliverables

- Draft Project List
- Cost estimates for 10 highest priority projects
- Draft and Final Progress Reporting Summary Template
- Preliminary Draft
- Draft Vision Zero Plan
- Final Vision Zero Plan
- Data Transfer

Project Budget Form

Project Name: City of Spokane
Project Manager: Wende Wilber
KAI Project Number: 31924
Date: Sep 17, 2025

LABOR ESTIMATE - City of Spokane

Task	Notes	Staff	Steyn, Hermanus	Wilber, Wende	Semler, Conor	Knudsen, Julia	Ulrich, Mike	Davies, Anthony	Bennett, Cameron	Scott, Wade	Rhyne, Steve	Marks, Jennifer	WORK TASK/ TASK HOURS	WORK TASK/ TASK COST
			HJS											
001	**Project Management**													
	Kick off Meeting with City PM - 1 hour			1		1	1	1	1	1			6	$1,276
	Milestone Schedule with Updates			2			1						3	$826
	Monthly Meetings with City PM (12 - 30 hour meetings)			6			6						12	$3,073
	Monthly PMT Meetings (12 - 1 hour meetings)			12	6	6	12	6	4	4			50	$11,756
	Meeting agendas, summaries (24)			6					12	12			30	$5,428
	Monthly Invoicing (12)			6									6	$1,884
	Reimbursable Expense													$0
	Task #001 - Subtotal		0	33	6	7	20	7	17	17	0	0	107	$24,243
002	**Stakeholder Meetings**													
	Draft and Final TAC Agendas/Presentations 7)			7	4	4	4		16	16			51	$9,877
	TAC Meetings (7)			7	4	4	7	4	4	4			34	$7,719
	TAC Meeting summaries (7)						2		4	4			10	$1,577
	Community Partner Work Session (2)			4			4			6			14	$2,864
	Standard Plans Team Meetings (3)		2	6				12	12				32	$6,802
	Draft and Final PowerPoint Presentation for City Outreach			1						2			3	$586
	Presentation Support (Attend 4 - 2 hours each)			8				8					16	$4,097
	Comment Response Logs			2			2		4	4			12	$2,205
	Reimbursable Expense													$0
	Task #002 - Subtotal		2	35	8	8	19	24	40	36	0	0	172	$35,727
003	**Research**													
	Data and Document Gathering								2	2			4	$591
	Data Needs Summary								1	1			2	$295
	Draft and Final Document/Code Review Gap Analysis			1			1		8	8			18	$2,875
	Safety Analysis						8			32	24		64	$10,704
	Draft Crash and High Injury Network Memo			2			6			30	12		50	$8,278
	Draft Strategy Memo			2			8			16			26	$4,386
	Reimbursable Expense													$0
	Task #003 - Subtotal		0	5	0	0	23	0	11	89	36	0	164	$27,129
004	**Outlines**													
	Draft Bikeway Update Table of Contents			1	2	4			6				13	$2,891
	Draft Quick Build Table of Contents			1	1	2			6				10	$2,081
	Draft Vision Zero Table of Contents			1			2			3			6	$1,118
	Draft Bikeway Update Annotated Outline		2	1	2	6		2	8				21	$4,775
	Draft Quick Build Annotated Outline/Sample Chapter			1	2	6		1	8			4	22	$4,597
	Draft Vision Zero Annotated Outline/Sample Chapter			1			4			8		4	17	$2,842
	Final Bikeway Update Annotated Outline			1		2		1	4				8	$1,690
	Final Quick Build Annotated Outline/Sample Chapter			1		2			4			2	9	$1,816
	Final Vision Zero Annotated Outline/Sample Chapter			1			1			2		2	6	$1,108
	Reimbursable Expense													$0
	Task #004 - Subtotal		2	9	7	22	7	4	36	13	0	12	112	$22,919
005	**Bikeway Update and Quick Build Guide**													
	Preliminary Draft Bikeway Update & Executive Summary		1	6	16	40		24	40		6	16	149	$32,243
	Draft Bikeway Update & Executive Summary		2	4	12	32		12	32		6	8	108	$23,738
	Final Bikeway Update & Executive Summary		1	1	4	16		4	24		6	6	62	$12,815
	Preliminary Draft Quick Build Guide			6	12	24		8	40		2	8	100	$21,265
	Draft Quick Build Guide			4	8	16		12	28		2	6	76	$15,950
	Final Quick Build Guide			1	2	8		2	10		2	4	29	$6,052
	60% Standard Plans (20)		4		2	16		36	80				138	$26,003
	90% Standard Plans (20)		4		2	8		24	40				78	$15,088
	Final Standard Plans (20)		2			8		12	20			16	58	$10,949
	Preliminary Draft and Draft Plan Updates Recommendations Memo			4					16		4	4	28	$5,251
	Final Plan Update Recommendations Memo			2					6		2	2	12	$2,307
	Data Transfer								1		1		2	$358
	Reimbursable Expense													$0
	Task #005 - Subtotal		14	28	58	168	0	134	337	0	31	70	840	$172,020
006	**Vision Zero Plan**													
	Project List / Cost estimates			1			8	12		16	8		45	$8,039
	Draft and Final Progress Reporting Template			1			8			8		4	21	$3,634
	Preliminary Draft Vision Zero Plan			4			12	6		32	16	16	86	$14,945
	Draft Vision Zero Plan			2			8	2		24	12	12	60	$10,201
	Final Vision Zero Plan			2			4	1		8	4	6	25	$4,474
	Data Transfer									1	1		2	$335
	Reimbursable Expense													$0
	Task #006 - Subtotal		0	10	0	0	40	21	0	89	41	38	239	$41,627
	TOTAL HOURS		18	120	79	205	109	190	441	244	108	120		
	LABOR RATE		$314.07	$314.07	$270.11	$270.11	$198.05	$198.05	$159.44	$135.87	$198.81	$162.16	**TOTAL HOURS**	**TOTAL LABOR**
	LABOR COST		$5,653	$37,688	$21,339	$55,373	$21,587	$37,630	$70,313	$33,152	$21,471	$19,459	**1,634**	**$323,666**

Rates shown above are for budgeting purposes only. Additional staff may be billed at the time services are performed.

TOTAL REIMBURSABLES
$0

TOTAL KAI FEES
$323,666

TOTAL SUB FEES
$22,000

TOTAL PROJECT BUDGET
$345,666

CITY OF SPOKANE - PURCHASING
& CONTRACTS
915 N. Nelson St.
Spokane, Washington 99202
(509) 625-6400

REQUEST FOR QUALIFICATIONS

RFQu NUMBER: 6342-25 **RFQu TITLE: Safe Streets for Spokane Supplemental Planning** **RFQu COORDINATOR: Connie Wahl, City of Spokane Purchasing Department** **PRE-PROPOSAL CONFERENCE: N/A** **QUESTION DEADLINE: MONDAY, MAY 26, 2025 TIME: 1:00 P.M.**	**PROPOSAL DUE DATE: MONDAY, JUNE 2, 2025 TIME: 1:00 P.M.** **PROPOSAL SUBMITTAL:** **All Proposals shall be submitted electronically through the ProcureWare online procurement system portal: https://spokane.procureware.com by the due date and time.**

TABLE OF CONTENTS

1. GENERAL INFORMATION 2
1.1 NO PRE-PROPOSAL CONFERENCE 2
1.2 COMMUNICATION 2
1.3 BACKGROUND AND PURPOSE 2
1.4 MINIMUM QUALIFICATIONS 2
1.5 CONTRACT PERIOD 2
1.6 ADDENDA 2
1.7 TERMS AND CONDITIONS 2
1.8 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES 3
1.9 DEFINITIONS 3
2. SCOPE OF SERVICES 3
2.1 SCOPE OF SERVICES SUMMARY 3
2.2 SCOPE OF SERVICES 4
3. PROPOSAL CONTENT 6
3.1 PREPARATION OF PROPOSAL 6
3.2 LETTER OF SUBMITTAL 6
3.3 TECHNICAL PROPOSAL 7
3.4 MANAGEMENT PROPOSAL 7
4. PROPOSAL SUBMISSION AND EVALUATION 8
4.1 SUBMISSION OF PROPOSALS 8
4.2 EVALUATION PROCEDURE 8
4.3 EVALUATION SCORING 8
4.4 AWARD/REJECTION OF PROPOSAL/CONTRACT 9
5. GRANT REQUIREMENTS 9
6. RFQu ATTACHMENTS 9

1. GENERAL INFORMATION

1.1 NO PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference is not anticipated for this RFQu.

1.2 COMMUNICATION

All communication between the Proposer and the City of Spokane (hereinafter "City") shall be with the Request for Qualifications Coordinator and submitted through the 'Clarifications' tab in the City's online procurement system portal: https://spokane.procureware.com. Any communication directed to other parties is prohibited.

1.3 BACKGROUND AND PURPOSE

The City, through its Planning and Economic Development Department is initiating this Request for Qualifications (hereinafter "RFQu") to solicit Proposals from Firms to provide expertise in the development of a Best Management Practices and Design Standards manual for bicycle facilities. The City has recently adopted several significant active transportation initiatives to support people walking, biking, and rolling within the City including a Vision Zero resolution, Safety Action Plan, Bicycle Master Plan, Pedestrian Master Plan, and a Bicycle Priority Network. The Best Management Practices and Design Standards will support these planning efforts by providing strategies for implementation, design standards, standard plans, and development regulation and policy recommendations.

Funded by the Safe Streets 4 All supplemental grant program, the Best Management Practices and Design Standards' outcome should be to assist in the goal of reducing fatal and serious injuries on Spokane's roadways by planning for an all ages and abilities transportation network. It will utilize current national, state, and local standards as a starting point for developing bikeway design standards and plans that are customized to Spokane's needs.

1.4 MINIMUM QUALIFICATIONS

The Proposer must have five (5) years of experience in transportation planning and engineering.

Note: In order to enter into a contract, the Proposer must be licensed to do business in the State of Washington.

1.5 CONTRACT PERIOD

Any contract resulting from this RFQu will be until December 31, 2026. A contract extension is not anticipated, but contract may be extended upon mutual agreement due to unforeseen circumstances.

1.6 ADDENDA

It is the responsibility of Proposers to check the City's online procurement system https://spokane.procureware.com for Addenda or other additional information that may be posted regarding this Request for Qualifications.

1.7 TERMS AND CONDITIONS

Terms and Conditions applicable to this RFQu are included herein by reference and attached to this RFQu as Attachment 1.

1.8 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Question deadline	5/26/2025 – 1:00 p.m.
Proposals due	6/2/2025 – 1:00 p.m.
Evaluation, Negotiation, and Award	June-July, 2025
Begin contract work	Q3, 2025

The City reserves the right to revise the above schedule.

1.9 DEFINITIONS

Definitions for the purposes of this RFQu include:

City – The City of Spokane, a Washington State municipal corporation, the agency issuing this RFQu.

Firm – Consultant, Individual, Joint Venture, Team, or Company including Sub-consultants.

Proposal – A formal offer submitted in response to this solicitation**.**

Proposer - Firm submitting a Proposal in order to attain a contract with the City.

Request for Qualifications (RFQu) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFQu is to permit Firms to submit qualifications and, if requested, project methodology and plan for evaluation.

2. SCOPE OF SERVICES

2.1 SCOPE OF SERVICES SUMMARY

The full scope of services is to be negotiated, and some responsibilities of the Proposer may be shifted in whole or in part to the City to address budget constraints, best utilize the Proposer's resources, and maintain overall project effectiveness. The final scope of work, including deliverables for each subsequent task will be developed in Task 1 following project kick-off meetings. Meetings may be attended virtually or in-person. The City is looking for a qualified Firm to develop *Active Transportation Best Management Practices and Design Standards* as part of the Safe Streets 4 All Supplemental Planning grant from USDOT. This includes developing a City specific Bikeways Design Manual, updating the City's Comprehensive Safety Action Plan, and creating a strategy and implementation plan for constructing bicycle infrastructure.

The *City of Spokane Bikeway Design Manual* will create design standards and standard plans for local adoption and use by City staff and contractors in the planning, design and construction of projects identified through the Six Year Comprehensive Street Program, Comprehensive Plan, Regional Transportation Plans, and other bicycle infrastructure design efforts. This document will include locally adopted standards for Protected Bike Lanes, Intersection Designs, Bikeway-Transit Stop Integration, Neighborhood Greenway/Bicycle Boulevard Intersection Design and Mid-Block Treatments, Trail/Shared Use Path Crossings, and more as necessary. Additionally, the bikeway design manual should include strategies for constructing and maintaining the recommended bicycle facility types.

The *Comprehensive Safety Action Plan Update* includes necessary updates to the comprehensive safety action plan such as additional safety analysis and expanded data collection and evaluation using integrated data, follow-up stakeholder engagement and collaboration, updating plan components required from an action plan, and consolidation of key safety and equity elements in various plans including the City of Spokane's Comprehensive Plan, Bike Master Plan, Downtown Plan, and regional

plans such as the Spokane Regional Transportation Council's Horizon 2045 Metropolitan Transportation Plan. The Comprehensive Safety Action Plan update should include a *Strategy and Implementation Plan* that will create process for prioritizing projects for future implementation based on targeted assessments of safety, connectivity, and health equity conditions.

The project will be broken into three phases including a scoping phase, a bikeway design manual development phase, and the comprehensive safety action plan update phase.

2.2 SCOPE OF SERVICES

Phases, Tasks, Deliverables	Description
Phase 1: Scoping	Q3 2025
Task 1: Project Management	• Define the scope • Host a virtual kickoff meeting and subsequent meetings with the project management team (PMT) • Provide meeting agendas and summaries • Monthly progress reports • Fulfill any federal requirements stemming from the Safe Streets 4 All USDOT grant including requirements for the Comprehensive Safety Action Plan
Task 1: Deliverables	• Finalized scope • Meeting agendas and materials • Monthly progress reports • Meeting Summaries
Task 2: Stakeholder meetings	• Host technical advisory committee (TAC) meetings to define goals and outcomes of the project • Attend and present to Transportation Commission
Task 2: Deliverables	• Meeting materials for technical advisory committee including an agenda, presentations, and summaries • Meeting materials for Transportation Commission meeting including presentations and summaries
Task 3: Research	• Review as necessary existing plans, policies, standards, development recommendations and design guidance • Meet with City staff and other stakeholders as necessary to confirm processes and identify City templates and standards for deliverables • Gather necessary data to update the comprehensive safety action plan
Task 3 Deliverables	• Document and summaries of review material including findings

Task 4: Develop framework	• Identify key design elements and goals for the Bikeways Design Manual
	  ○ This should include consideration of construction and maintenance
	• Identify necessary updates to the comprehensive safety action plan to make future grant applications more competitive and to fulfill the USDOT requirements for a Comprehensive Safety Action plan
	  ○ Including a process for project area phasing

Task 4 Deliverables	• Draft and final bicycle facility design elements and goals, including facility types • Annotated outline of the Spokane Bikeway Design Manual • Annotated outline of the Comprehensive Safety Action Plan including the Strategy and Implementation plan
Phase 2: Bikeway Design Manual Development	Q3/Q4 2025
Task 5: Phase 2 Project Management	• Project management team meetings • Monthly progress reports
Task 5 Deliverables	• Meeting materials including agendas and summaries • Monthly progress reports
Task 6: Stakeholder Meetings	• Host technical advisory committee meetings to review deliverables • Attend and present to Transportation Commission
Task 6 Deliverables	• Presentation materials • Meeting agendas and summaries
Task 7: Draft and Final Bikeway Design Manual	• Develop policy and procedural guidance for bikeway design • Develop standard plans and typical marking standards • Revision recommendations to other City of Spokane design standards, policies, regulations, and plans
Task 7 Deliverables	• Draft and final Bikeway Design Manual • Draft review and revisions with PMT, TAC and Transportation Commission • All original files associated with the deliverable including CAD, Word, Excel, PDF, GIS, etc.
Phase 3: Comprehensive Safety Action Plan Update	Q1/Q2 2026

Task 8: Phase 2 Project Management	• Project management team meetings • Monthly progress reports
Task 8 Deliverables	• Meeting materials including agendas and summaries • Monthly progress reports
Task 9: Stakeholder Meetings	• Host technical advisory committee meetings to review deliverables • Attend and present to Transportation Commission
Task 9 Deliverables	• Presentation materials • Meeting agendas and summaries
Task 10: Draft and Final Comprehensive Safety Action Plan	• Update any key metrics, formatting, and narrative • Ensure compliance with the USDOT's requirements for a Comprehensive Safety Action Plan • Include project area phasing and scoring for bikeway projects
Task 10 Deliverables	• Draft and final Comprehensive Safety Action Plan • Draft review and revisions with PMT, TAC and Transportation Commission • All original files associated with the deliverable including CAD, Word, Excel, PDF, GIS, etc.

3. PROPOSAL CONTENT

3.1 PREPARATION OF PROPOSAL

Proposals shall be clear, concise, in sequential order and titled as: Letter of Submittal, Technical Proposal and Management Proposal. Proposals shall be **maximum of ten (10) single sided pages** including cover sheet and letter of submittal. Resumes and Certification Regarding Debarment and Lobbying Form are not included in page limit. Proposals shall be prepared with the most favorable terms that can be proposed. There is not a "best and final offer" procedure.

3.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship. Include the following information about the Firm and any proposed sub-consultants:

A. Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written.

B. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the Firm would operate.

C. Identification of any current or former employees from the participating Agencies employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.

D. Confirmation that Firm meets minimum qualifications identified in Paragraph 1.4 “Minimum Qualifications”.

E. Acknowledgement that the Firm will comply with all terms and conditions set forth in the RFQu, unless otherwise agreed by the City.

3.3 TECHNICAL PROPOSAL

Proposal content for this section shall include an understanding of the City’s requirements with a comprehensive proposed approach, methodology and work plan.

A. Demonstrate a clear and concise understanding of the project requirements along with a proposed approach and methodology for management and successful completion of the scope of services. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.

B. Provide a detailed description of the work plan with all proposed tasks, services, activities, and other items necessary to accomplish the scope of the project as described in the Scope of Services section. Include a project schedule with completion dates for elements of work and deliverables. If applicable, provide name and address of any sub-consultant and what services they may provide. Include any required involvement by City staff.

3.4 MANAGEMENT PROPOSAL

Proposal content for this section shall include experience, capabilities, qualifications and application of resources to convey the ability to perform the scope of services.

A. Indicate the experience the Firm, staff and any sub-consultants have relevant to the scope of services. Explain and provide documentation of how Firm meets the minimum qualifications as identified in Paragraph 1.4 “Minimum Qualifications”. Provide name, title, brief description of duties, responsibilities, qualifications, and years of pertinent experience. Provide details describing project team, team assignments, allocation of resources, lines of authority, and responsibility. Identify person within the Firm that will have prime responsibility and authority for the work. Indicate availability for each staff member assigned to the project and include percentage of time each will be assigned to the project. Describe how Firm will respond proactively to issues and project scope changes. Resumes may be included limited to 2 pages per person. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

B. Include a list of contracts the Firm has had during the last three (3) years up to a maximum of ten (10) contracts that relate to the Firm’s ability to perform the services needed under this RFQu. Provide contract period, contact names, phone numbers and e-mail addresses. Identify three (3) specific references from this list and briefly describe the work accomplished. **Do not include City staff as references.** The Firm grants permission to the City to contact the list provided.

C. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm’s non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Provide other party’s name, address, phone number and email address. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

4. PROPOSAL SUBMISSION AND EVALUATION

4.1 SUBMISSION OF PROPOSALS

Proposals shall be submitted with most favorable terms that can be proposed. There will be no best and final offer procedure. Proposals shall be submitted electronically through the City's online procurement system portal: https://spokane.procureware.com by the due date and time. **Hard paper, e-mailed or faxed copies will not be accepted. Late Proposals shall not be accepted.** Proposers must register if they have not done so previously and follow the steps below to enter and submit the electronic Proposal:

1. Click on "Bids" located on the left hand column.
2. Find the applicable project and click the "Project Number".
3. Click on the "Response" tab.
4. In the "Questions" tab, **answer questions and** upload required documents into the bid portal by clicking on "Browse" for each item. Note that only one document can be uploaded per question line item so combine if necessary.
5. Once the Questions have been entered, the yellow "Question Response" information message will change from incomplete to complete. Then the "Submit" button will become available.
6. Skip "Pricing Form" tab since no pricing is requested or allowed on a RFQu.
7. Click the "Submit Bid" button and review the terms and conditions, pop-up window that appears. If you agree to the terms and conditions, click the "I Accept and Submit this Bid" button.
8. If you want to remove your Proposal, click the red "Withdraw Bid" button in the "Response" tab for the applicable Proposal.

4.2 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Proposals will be evaluated including overall completeness, quality of content, and ability to follow instructions demonstrating attention to detail as part of the Technical and Management categories. Point scores are preliminary for evaluation discussion to determine ranking. The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation and evaluation. Commitments made by the Firm at the oral interview will be considered binding. The RFQu Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

4.3 EVALUATION SCORING

The Proposal will be evaluated as follows:

TECHNICAL PROPOSAL – 50% Project Approach/Methodology/Understanding Work Plan/Schedule/Deliverables	 50 Points (Maximum) 50 Points (Maximum)	100 points
MANAGEMENT PROPOSAL - 50% Firm and Staff Experience/Qualifications/Capabilities/ Project Team/Allocation of Resources	 100 Points (Maximum)	100 points
GRAND TOTAL FOR WRITTEN PROPOSAL		**200 POINTS**

4.4 AWARD/REJECTION OF PROPOSAL/CONTRACT

This RFQu does not obligate the City to award a contract. **Any contract awarded as a result of this procurement is contingent upon the availability of funding.**

The City reserves the option of awarding this contract in any manner most advantageous for the City and without further discussion of submitted Proposal. Failure to comply with any part of the RFQu may result in rejection of Proposal as non-responsive. The City also reserves the right, at its sole discretion, to waive minor irregularities, reject any and all Proposals received without penalty and to not issue a contract from this RFQu. More than one contract may be awarded. Contract negotiations may incorporate some or all of the Proposal.

Award of contract, when and if made, will be to the Proposer whose Proposal is the most favorable to the City including, but not exclusively, consideration of the evaluation criteria. Interlocal agreements accessing other agency contracts where applicable may be considered as a Proposal. Contract is optional (non-exclusive) use.

5. GRANT REQUIREMENTS

This project may be funded by federal and state grant monies. Firms are warned to take into consideration applicable federal requirements in making their Proposal and performing the work.

6. RFQu ATTACHMENTS

Attached to this RFQu and incorporated herein by reference are the following background documents:

Attachment 1 – Terms and Conditions

Attachment 2 – Certification Regarding Debarment and Lobbying Form

KITTELSON & ASSOCIATES

1. Letter of Submittal

June 2, 2025

City of Spokane
Purchasing & Contracts
915 N. Nelson Street
Spokane, Washington 99202

RE: Safe Streets for Spokane Supplemental Planning

Dear Connie Wahl and Evaluation Committee:

Congratulations on becoming a silver-level Bicycle Friendly Community!

Kittelson & Associates, Inc. (Kittelson) been applying research to transform how practitioners plan, design, and operate transportation facilities for more than 40 years. We have over 400 professionals in 27 offices across the United States, including our Spokane office. We have teamed with Coffman Engineers, Inc. (Coffman) and SPVV Landscape Architects (SPVV) to bring a local perspective backed by national expertise for this City of Spokane (City) transformative initiative. We will deliver a state of the art Active Transportation Best Management Practices and Design Standards, Bikeway Design Manual, and Comprehensive Safety Plan Update.

1.A. Principal Place of Business. This project will be managed by Wende Wilber, PTP, Senior Principal Planner, from our Spokane office. Wende is an authorized representative with the authority to represent Kittelson in contractual matters.

Kittelson
202 East Spokane Falls Boulevard, Suite 303, Spokane WA 99202
Wende Wilber, PTP, Senior Principal Planner
E. wwilber@kittelson.com
P. 509-508-0939

Coffman
221 N. Wall Street, Suite 500, Spokane, WA,99201
Carston Mortenson, PE. Principal
E. carston.mortenson@coffman.com
P. 509-328-2994

SPVV Landscape Architects
1908 W. Northwest Boulevard, Suite A, Spokane, WA 99205
Ken Van Voorhis, PLA, Principal in Charge
E. kvan@spvv.com
P. 509-325-0511

1.B. Legal Status & Location of Work. Kittelson, Coffman, and SPVV are legal corporations and will manage this work from our Spokane offices.

1.C. Previous City Employees. There are no current or former employees employed by Kittelson and our subconsultants, or any of the firm's governing boards as of the date of the Proposal or during the previous 12 months.

1.D. Minimum Qualifications. Kittelson and the proposed subconsultants are all licensed to do business in Washington and exceed the minimum qualifications for the services requested. Kittelson has provided transportation research, planning, and design services for 40 years, Coffman has been in business for 46 years, and SPVV for 30 years.

1.E. Acknowledge of Terms & Conditions. Kittelson has reviewed the Terms & Conditions and reserves the right to negotiate.

Our team is excited to adapt national best practices to our hometown's local context and provide you with practical, implementable design criteria guidance and solutions to improve safety for all users. Thank you for your time and consideration of our proposal.

Sincerely,
Kittelson & Associates, Inc.

Wende Wilber, PTP
Senior Principal Planner

Table of Contents

1. Letter of Submittal 1
2. Technical Proposal 2
2.A. Understanding, Approach & Methodology 3
2.B. Work Plan, Subconsultants & Schedule 3
3. Management Proposal 7
3.A Firm Experience 7
3.B Firm Contracts & Experience 9
3.C Contract Termination 10
Attachments
Resumes
Addendum 1
Certification Regarding Debarment & Lobbying

2. Technical Proposal

Why Kittelson? Team Benefits

Commitment to our home town. Our core team all live, work, and play in Spokane and as professionals we implement the design criteria on a daily basis. You will have local accountability, expertise, and boots on the ground for enhanced responsive and availability for impromptu meetings.

Efficiencies. We have already analyzed crash data for the City (2023) and have a GIS framework built out. We can update the information and focus our time digging deeper into the crashes to identify implementable solutions.

National Expertise. Our local team is supported by a network of National Experts that are a Microsoft Teams message away for guidance. Kittelson has developed 100+ manuals and guidebooks, including the Manual on Uniform Traffic Control Devices, 11th Edition (MUTCD), NACTO Urban Bikeway Design, and 48 Safety Action Plans, including the Spokane Regional Transportation Council (SRTC) Regional Safety Action Plan.

Bike Nerds. *Our staff field test our ideas!* Cameron (Kittelson) has biked 80+ miles of Spokane's network and McKenna (Kittelson) used cycling as her primary transportation mode while studying at Gonzaga. They are working on the West Central Infrastructure and Division Street Transit-Oriented Development projects.

A truly multi-disciplinary team. We are more than just bicycle/pedestrian experts. We specialize in research, planning, and design for all modes and take a systemic approach to transportation improvements.

Tailored Manual Development

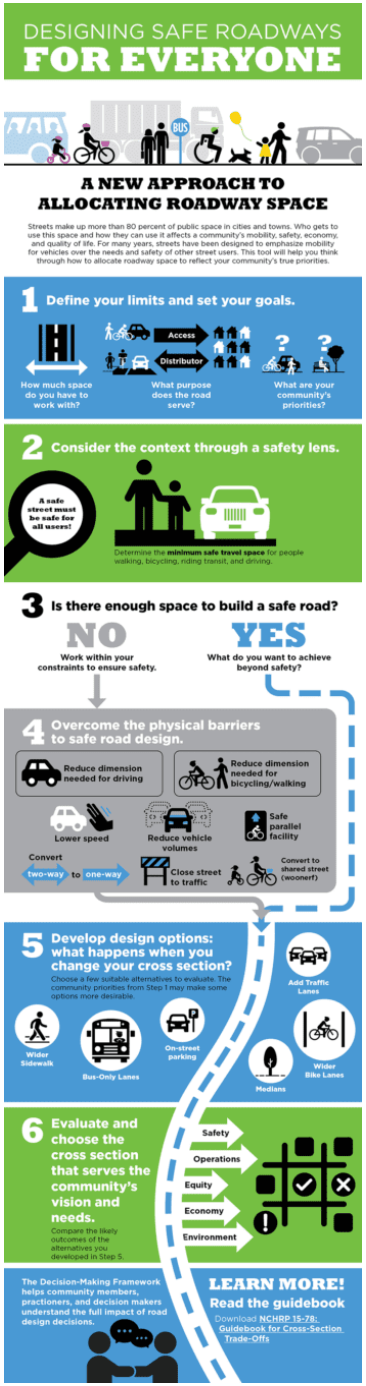
The Federal Highway Administration (FHWA), National Cooperative Highway Research Program (NCHRP), National Association of City Transportation Officials (NACTO) and other organizations at the forefront of transportation projects have several guidebooks and documents —but it can be a confusing world to navigate, especially when many of the guidebooks appear to cover very similar topics. **How do you know which one to pull off the shelf and adapt to your local conditions?**

The **Kittelson team** is at the forefront of helping agencies tailor research to practical solutions that work in each unique community. Kittelson is supported by:

- **Coffman (Spokane-based)** brings a strong background with the City's, Spokane Transit Authority's (STA), and Washington State DOT's (WSDOT) design standards, including stormwater and utility design.
- **SPVV (Spokane-based)** brings local knowledge in developing streetscape recommendations.

Together we will deliver a Best Management Practices and Design Standards Manual For Bicycle Facilities (Bikeway Manual) and an updated Comprehensive Safety Action Plan (Safety Action Plan) that translates proven strategies into tools Spokane can use to make measurable safety improvements. These documents will be grounded in local context, policies, and infrastructure realities. They will provide actionable guidance with a clear framework for design consistency, safety improvements, and project prioritization to support near- and long-term investments.

We transform technical information into stunning, readable deliverables including infographics, websites, mailers, and 3D visualizations to help educate community partners and agencies.



With visualizations and infographs, Kittelson can convey concepts and methods for all people to understand. (Left: Rendering of Cycle Track / Right: NCHRP 1036: Roadway Cross-Section Reallocation: A Guide excerpt.

2.A Understanding, Approach & Methodology

This is an exciting time for the City to build on the momentum gained to improve safety and mobility for all users. Some exciting activities include:

- Receiving a $9.6M Safe Streets and Roads for All (SS4A) implementation grant for bicycle and pedestrian safety improvements.
- Implementing Safe Streets infrastructure with Mayor Brown signing an executive order to establish pedestrian and bicycle safety as top priorities for transportation investments.
- Establishing a new Transportation Commission
- Passing the "Janet Mann – Safe Streets Now" resolution to improve traffic calming, implement Safe Streets infrastructure, improve bicycle and pedestrian infrastructure, and implement adaptive design projects.
- Completing the accelerated Mobility Playbook (September 2024) which recommends accelerating implementation of the Bicycle Priority Network, safety improvements, and streamlining project delivery.

Progress Made. The City set a goal to add 27 miles of new bike lanes by 2027, as part of an "Urban Mobility Network" plan. This plan aims to create a safe and connected system of bike routes, including low-stress pathways. Using adaptive design or "quick builds" the network is starting to be developed. This includes the Chestnut-Elm Greenway Phase 1, scheduled for 2025 construction (Kittelson is designing this project). The first contraflow bike lane improved connectivity of the Centennial Trail along Post Street and new bike racks were installed in response to community requests. The purchase of dedicated sweeper and snowplow equipment helps to keep bike lanes clear.

Work to do. Spokane continues facing serious safety challenges. In 2024, 36% of fatal crashes involved a vulnerable road user, highlighting the need to address systemic safety risks through infrastructure, design, and policy. This project is an opportunity to bring clarity, consistency, and coordination to the City's active transportation network and reduce preventable tragedies. It allows the City to address emerging issues such as e-bike and micromobility design, new traffic control strategies like "No Turn on Red," public education, and sustainable funding and maintenance. Education is essential to improving outcomes, and we see an opportunity to align with the Spokane Regional Transportation Council (SRTC) SS4A supplemental planning grant and support their region-wide transportation safety campaign.

Implementation Focused. We combine national expertise in bike facility design and safety planning with a deep understanding of Spokane's infrastructure, policies, and community vision. Our team turns plans into practical, safety-focused design standards, offering clear, tailored guidance to bring Spokane's vision to life with community support.

Approach/Methodology for Successful Project Management & Delivery

Our cost-effective approach to developing the Bikeway Design Manual and updating the Safety Action Plan will be an iterative process where the City, elected officials, stakeholders, and the community will be engaged to provide feedback, give input, and guide decisions.

Through our three-phased approach we will set a good foundation early with a table of contents, potential white papers to dive into more nuanced topics, and an annotated outline to verify we are on the same page before investing resources into chapter development. Our approach to chapter reviews optimizes staff time and allows us to make course corrections early.

We understand virtual meetings are efficient, but also know that in-person meetings can be beneficial for strategic work sessions and problem solving. Our staff is always available to meet in person with technical experts attending virtually.

Building upon the guidance in the Oregon DOT Blueprint for Urban Design (led by Kittelson), Kittelson developed concepts for bicycle lanes along Main Street in Medford, OR

2.B Work Plan, Subconsultants & Schedule

Work Plan

We propose convening targeted groups for each phase, providing the flexibility to engage the right expertise at the right time. We will prepare agendas, presentations, and summaries with action items for all meetings. This work plan will consist of:

- **Project Management Team (PMT).** The City's Project Manager will establish the PMT to help guide the overall project development and will meet throughout all phases.
- **Technical Advisory Committee (TAC).** The TAC will provide guidance and input on deliverables. Kittelson will provide materials for review one week in advance of the meetings to streamline discussions (all meetings will be virtual or hybrid, averaging 2 hours). Representatives from City Integrated Capital Management, Traffic Engineering, Public Works (Streets and Maintenance), Planning, STA, SRTC, Parks and Recreation, WSDOT, and Bicycle Advisory Committee may participate.
- **Partner Meetings.** We will convene focused discussions with agencies, technical staff, and community members. These will be one-on-ones or small group meetings as needed. This includes practitioners who regularly apply design criteria, conduct safety reviews, or oversee road safety audits, and community members who use the facilities and advocate for safer streets. We could meet with the Police and Fire Department, Spokane Regional Health District, Avista, Public Works (Stormwater), designers, developers, contractors, Cascade and Spokane bicycle clubs, and Reimagine Spokane.
- **City Commission/Committee Presentations.** Our team has experience working with elected and appointed leaders to communicate the benefits and impacts of design strategies. We will remain flexible to support City briefings with the Transportation Commission, Bicycle Advisory Group, Planning Commission, and the Comprehensive Plan Update team.

PHASE 1: SCOPING

Task 1: Project Management

Objective: Proactively communicate to collaborate, solve problems, minimize risk, and make your jobs easier.

Upon Notice to Proceed (NTP), Wende Wilber, PTP, will schedule a meeting with the City's project manager to discuss initial revisions to the scope/work plan. The initial meeting will identify participants for the TAC and Partner meetings and confirm outreach efforts.

We will develop a draft scope and work plan that reflects the revised approach and has a detailed schedule of deliverables, review periods, meetings, stakeholder outreach, and SS4A grant reporting requirements. During this meeting, we will identify task leads and have an estimated budget by task.

We will schedule a meeting with the PMT to review the scope/work plan and solicit feedback before finalizing. This meeting will find tune the approach based on project expectations and goals, potential challenges and opportunities, and coordination and communication flow. The final scope and fee proposal will be delivered to the City's project manager accompanied by an online interactive document (Smartsheet) that will be accessible to all team members including City staff and the PMT to help us all proactively track project commitments.

Along with as-needed virtual check-ins, we will lead monthly (on average) hybrid meetings with the PMT to discuss progress, deadlines, questions, risks, and solutions to protect the schedule and budget. Agendas and supporting material will be provided at least one week prior to each meeting. Action item summaries will be prepared and distributed within five working days of each meeting. We will include a project progress report that meets the SS4A grant reporting requirements with our monthly invoicing.

Deliverables:

- Draft & Final Scope/Work Plan
- Monthly Meeting Agendas, Presentations & Summaries for PMT Meetings
- Monthly Progress Reports

Task 2: Stakeholder Meetings

Objective: Engage with diverse stakeholders during scoping to understand the design, planning, and policy practices currently in place and how they need to evolve.

Proposed Meetings:

PMT
- Kick-off Scoping
- Monthly to Review Key Deliverables

TAC
- Project Introduction/Review Draft Best Practices
- Review Framework Plan Table of Contents for the Bikeway Design Manual & Safety Action Plan Update
- Draft Bikeway Design Manual Framework Plan
- Draft Safety Action Plan Framework Plan

PRESENTATIONS
- Introduce project and solicit feedback from the Transportation Commission and other entities to PMT

Task 3: Research

Objectives: Understand the state of best management practices, confirm processes and standards, and identify effective approaches that support goals for a safe bicycle network.

This step aims to identify what should be carried forward, existing gaps, data needs, and recommendations for the Bikeway Design Manual and Safety Action Plan. For the Bikeway Design Manual, this may include new criteria, recommendations to relocate or consolidate guidance from multiple locations, ideas for public friendly graphics, suggestions for policy and administrative changes, and updates to the overall design process. We will align the Safety Action Plan with SS4A grant requirements, changing federal guidance, and completed and planned projects. We will conduct a comprehensive review using a shared online document to "crosswalk" information (one for each document). Identifying how elements in one system relate to those in another, this "crosswalk" will inform the Framework task.

We will review existing plans, policies, standards, development recommendations and design guidance to include relevant sections of:

- City of Spokane Municipal Code
- City of Spokane Zoning Code
- City of Spokane Design Standards (with a focus on Chapter 3)
- WSDOT Design Manual
- STA Design Standards

For the research effort, we will identify national and peer city best practices that are most applicable to Spokane's context and recommend how they should be adopted, adapted, or integrated. This work will form the foundation of the best management practices included in the Bikeway Design Manual, ensuring it is not only comprehensive but also actionable and aligned with implementation needs.

We will also coordinate with the Comprehensive Plan Update team, to align with the Bikeway Design Manual and Safety Action Plan, in particular the Transportation Element. For the Safety Action Plan update, we have reviewed and summarized most of these documents for the SRTC Regional Safety Action Plan. We will do a quick tune up of our previous work to include:

- Bicycle Master Plan
- Street Maintenance and Operations Plans, including staffing and budgets
- Comprehensive Safety Action Plan
- SRTC Regional Safety Action Plan (Led by Kittelson)
- WSDOT Strategic Highway Safety Plan
- Traffic Calming Studies

Based on our research, we will prepare a data needs summary identifying what data we have and what is needed. It is expected that we will need 2024/2025 crash data *(we have it through 2023)* and GIS files that have been updated since 2024 for the Safety Action Plan. We will present the key findings to the PMT during our monthly meetings and the TAC.

Deliverables:

- Draft & Final "Crosswalk" Matrices
- Data Needs Summary
- Draft & Final Best Management Practices

Kittelson staff are active cyclists, several who are bicycle commuters. (Image: Cameron Bennett bicycling through Spokane.)

Task 4: Develop Framework

Objective: Define template, content, and standards to create a roadmap for delivery.

We propose the following steps to prepare frameworks for the Bikeway Design Manual and Safety Action Plan update:

Table of Contents: We will establish a framework to organize content based on the findings from the research task and PMT and TAC input. This will include an outline of primary sections/chapters, and highlight new information (e.g., emerging technologies) to be integrated.

Annotated Outline: Based on the table of contents, we will develop an annotated outline demonstrating the information to be addressed in each chapter and section and what will and will not be included. This creates a "roadmap" for how the Bikeway Design Manual and Safety Action Plan will be developed and allows the team to achieve consensus on information and make decisions prior to production.

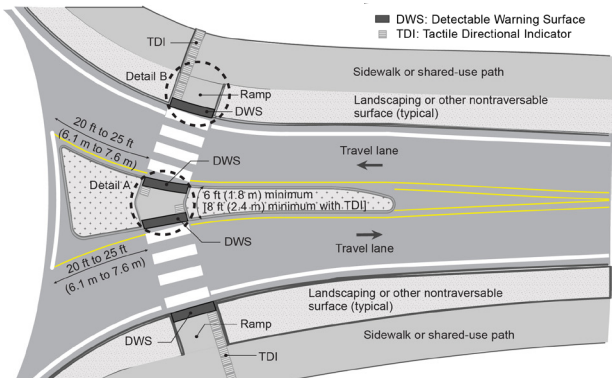
For the Bikeway Design Manual, we will identify key design elements such as: Protected Bike Lanes, Contra-Flow Bike Lanes, Intersection Designs, Bikeway-Transit Stop Integration, Neighborhood Greenway/Bicycle Boulevard Intersection Design and Mid-Block Treatments, Trail/Shared Use Path Crossings, and bicycle parking. It will include sections on specifications, construction considerations, and operations and maintenance. Also, it will be important to also address quick build versus permanent installations.

For the Safety Action Plan update, the annotated outline will include chapter and section headings aligned with SS4A guidelines. This will cover the plan's vision and goals, data analysis methodology, High Injury Networks, emphasis areas, and equity considerations. It will also outline the framework for strategy development, prioritization, performance measures, and implementation planning.

Developing Sample Chapter: We understand the documents should be user friendly and easy to implement. For the Annotated Outline, we will set up a sample chapter with sample layouts illustrating the format, text style, colors, exhibits (e.g., figures, tables), headers, footers, and margins.

Deliverables:

- Draft Outline for Bikeway Design Manual & Safety Action Plan
- Draft & Final Bikeway Design Manual Framework Plan
- Safety Action Plan Draft & Final Framework Plan



Intersection crosswalk figure from NCHRP Research Report 1043: Guide for Roundabouts (Led by Kittelson)

PHASE 2: BIKEWAY DESIGN MANUAL

Our manual and guidebook development project success stems from:

- Testing the delivery of recommended concepts, case studies, and graphics early in the draft development process.
- Integrating work from several researchers into a singular and consistent whole.
- Developing and confirming logistical procedures (e.g., formatting, schedule, comment integration, document delivery, and version control) early.
- Developing the guidebook for print and digital.

Task 5: Project Management

Objective: Getting the project to the finish line on schedule and on budget.

We will carry forward project management tasks from Phase 1 including monthly PMT meetings and invoicing. Using the annotated outline as the framework, we will work with the PMT to group chapters and supporting materials into bundles to provide smaller, more reasonable deliverables (volume/size) for review. The objective is to accept each chapter as a final draft deliverable, with only minor modifications when the chapters are combined into the final draft manual.

We will implement a two step QA/QC protocol for delivering the Bikeway Design Manual.

1. **Quality Control Reviews:** The Technical Advisors will conduct independent quality control reviews of draft chapters.
2. **Editorial Review:** As chapters are finalized, we include an editorial review to verify consistency with naming, text, tone, grammar, and other elements before submitting to the City. *We want reviewers to focus on content, not typos.* Finally, we will develop a document comment and response log to track all input on the Bikeway Design Manual.

Deliverables:

- Monthly Meeting Agendas, Presentations, and Summaries for PMT Meetings
- Monthly Progress Reports
- Comment/Response Logs

Task 6: Stakeholder Meetings

Proposed Meetings:

PMT
- Monthly to Review Key Deliverables

TAC
- 2 to Review Draft Chapters
- Draft Bikeway Design Manual Review

PARTNERS
- 3 Meetings to Provide Technical Input on Draft Chapters

PRESENTATIONS
- Draft Bikeway Design Manual to Transportation Commission and Other Entities Coordinated with PMT

Kittelson engaged people while completing the SRTC Regional Safety Action Plan to empower people to shape their communities.

Task 7: Draft and Final Bikeway Design Manual

Objective: Prepare the final manual for submittal and publication by the City.

Draft Chapters: We will develop a draft chapter bundles and provide them for review and comment by City Project Manager, PMT, and TAC. The review period will typically be two to four weeks for these draft chapter bundles, so coordinating these items within an overall schedule is important to meeting the schedule.

Collaborative Work Session: After the City's and PMT's review, we will facilitate work sessions with the PMT, TAC, and Partners to review the comments and make changes within each Draft Chapter.

Revised Draft Chapters: We will address the comments, track in a comment log, and submit updated draft bundles to the City Project Manager and PMT for review and comment. In some cases, they will be need recirculating to the !TAC and/or Partner members.

Draft Manual: All of the chapters will be consolidated into a draft manual and redistributed for review.

Final Manual: We will address final comments and submit the final version of the Bikeway Design Manual in a Microsoft Word document and Adobe PDF, including a web version.

Deliverables:
- Draft Chapters
- Revised Draft Chapters
- Draft/Final Bikeway Design Manual
- All Supporting Data, GIS, Excel, CAD, Word, and PDF files will be transferred to the City

PHASE 3: COMPREHENSIVE SAFETY ACTION PLAN UPDATE

Task 8: Project Management

We will carry forward project management tasks from Phase 1 including monthly PMT meetings and invoicing. We will maintain a separate comment/response log for the Safety Action Plan.

Deliverables:
- Monthly Meeting Agendas, Presentations, and Summaries for PMT Meetings
- Monthly Progress Reports
- Comment/Response Logs

Task 9: Stakeholder Meetings

Proposed Meetings:

PMT
- Monthly to review key deliverables

TAC
- Review Draft Crash Analysis Memo, Confirm High Injury Network Methodology
- Review Draft High Injury Network Memo and Confirm Prioritization Methodology
- Review Draft Strategy and Implementation Plan Memo
- Review Draft Safety Action Plan

PARTNERS
- 3 Meetings to Understand Health impacts/Findings

PRESENTATIONS
- Draft Safety Action Plan to Transportation Commission and Other Entities Coordinated with PMT

Task 10: Comprehensive Safety Action Plan - Draft & Final

Our team will build on the 2023 Vision Zero Action Plan and SRTC Regional Safety Action Plan to continue compliance with SS4A grant requirements, including any changes as part of the new federal !administration directives. Because we have such a head start, we can dig deeper into crash location and focus on newly adopted strategies to address safety, connectivity, and health equity outcomes across the multimodal transportation network. The update will follow a three-step process:

1. Data Analysis. We will review and expand on the City's existing crash analysis by incorporating the most recent available WSDOT crash data and additional sources (i.e., emergency response records, near-miss data (if available), STA boarding data, and public health indicators). This analysis will help to refine the High Injury Network and better align safety planning with the most pressing systemic risk factors, particularly for vulnerable users.

2. Safety Action Plan Update. Updates to the existing Safety Action Plan will include:
- A consolidated risk-based framework for evaluating crash types, contributing factors, and priority locations, including under-represented corridors.
- Integration of equity using the Washington State Environmental Health Disparities Map. This resource allows us to identify overburdened communities based on cumulative impacts, emphasizing the needs of disadvantaged census tracts where over 78% of vulnerable user fatalities and injuries occur.
- Cross-referencing of countermeasure effectiveness using the FHWA Crash Modification Factors Clearinghouse and addition of new countermeasures informed by local feasibility and maintenance practices.
- Updated High Injury Network with refreshed crash analysis and systemic analysis outputs.
- Develop a Strategy and Implementation Plan that outlines a transparent, replicable scoring framework to rank projects across the Spokane'!s multimodal network, guiding phased implementation and resource allocation.

3. Plan Components and Integration with Existing Policies. The Draft and Final Comprehensive Safety Action Plan will include:
- All required components for SS4A: leadership commitment, safety analysis, engagement strategy, equity considerations, policy alignment, projects list, implementation plan, and plan for progress tracking.
- An updated project scoring and prioritization methodology that supports future SS4A grant applications and other potential funding sources such as Highway Safety Improvement Program or future WSDOT funding.
- Coordination of recommendations with the Comprehensive Plan, Bike Master Plan, Downtown Plan, and SRTC Regional Safety Action Plan to unify policy direction and reduce redundancy across planning documents.

Deliverables:
- Draft/Final Crash Data Analysis Technical Memo
- Draft/ Final High Injury Network Methodology Technical Memo
- Draft/Final Strategy and Implementation Technical Memo
- Draft/Final Comprehensive Safety Action Plan
- Data, GIS, Excel, CAD, Word, and PDF files

Subconsultants

Coffman
21 N Wall Street Suite, 500
Spokane, WA 99205

Services: Civil engineering focused on best practices and design standards manual for bicycle facilities and liaison to STA.

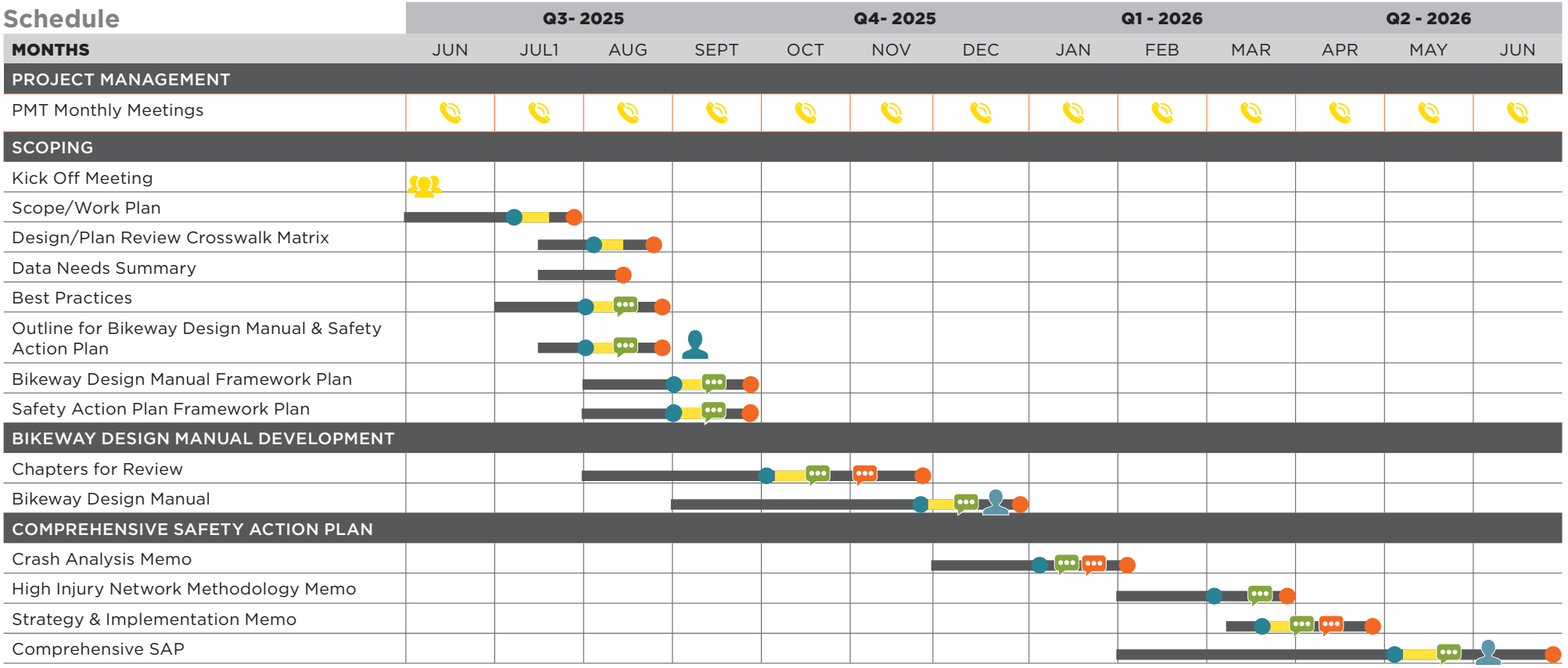
Coffman is a Spokane-based consulting firm with experience supporting the City and STA. Their team has developed transit, pedestrian, and bicycle infrastructure standards, managed utilities, and enhanced transit access. Coffman's expertise includes integrating City, WSDOT, and STA standards, and delivering projects such as Wall Street and Riverside Avenue realignments to improve transit and pedestrian facilities.

SPVV
1908 W Northwest Boulevard, Suite A
Spokane, WA 99205

Services: Landscape architecture guidance and direction for design standards.

SPVV is based in Spokane, has valuable experience providing comprehensive services from site analysis and planning to design, implementation, and post-construction evaluation, having been involved in 200+ City projects, to support pedestrian and bicycle safety.

Schedule



3. Management Proposal

3.A Firm Experience

For 40 years, Kittelson has transformed roads into complete streets that prioritize safety and mobility. As daily riders and walkers ourselves, we bring real-world insight to every project

Leaders in Guidance Development. Transportation practitioners throughout the world have benefited from the leading guidebooks and manuals produced by Kittelson-led teams. These have transformed how transportation professionals address safety, multimodal design, operations, and accessibility in all kinds of projects.

Safety Specialists. Kittelson is routinely involved with transportation safety action plans, systemic safety analyses, road safety audits, corridor and intersection studies, recognizing and diagnosing crash trends and patterns, and designing safety improvements. We also regularly work with communities to develop projects that fit their project goals, creating transportation systems that function well and are safe for all.

The following projects demonstrate our ability to apply the guidance we develop to local projects.

WEST CENTRAL INFRASTRUCTURE PROJECT & QUICK BUILDS. Collaborative planning initiative to enhance multimodal safety and connectivity to trails, transit, downtown, and schools in a low-income, transportation-disadvantaged community. Kittelson applied national design guidance, led focused outreach, and delivered practical solutions. Clear accessible materials enabled meaningful community input. Kittelson is preparing 90% designs for the top 10 projects to prepare for implementation grants.

Click Here

Kittelson can test designs and visualize outcomes. See protected bike lanes and snow removal operations on Broadway Avenue in Spokane, WA.

BURKE-GILMAN TRAIL MISSING LINK. Kittelson advised Seattle DOT on the Burke-Gilman Trail missing link. To test the design, Kittelson led a field test of a two-way separated bike lane through an industrial corridor, using paint, cones, and signage to simulate conditions. The test included truck turning checks, confirmed key design elements, and identified refinements like LED sign placement, tapering, detection, and pavement markings.

Visualization of Burke-Gilman Trail Connection

PULLMAN CITYWIDE INTERSECTION IMPROVEMENTS. To improve intersection safety and achieve the Washington Target Zero goals, the City of Pullman implemented a citywide intersection and pedestrian crossing improvements plan. Kittelson provided design services that brought traffic signals to MUTCD standards. Other design work has involved illuminated street name signs, rectangular rapid flashing beacons coupled with pedestrian ramp reconstruction. These improvements will provide safer and more accessible crossings for pedestrians.

KENNEWICK PATHWAYS & TRAILS MASTER PLAN The Kennewick Pathways & Trails Master Plan outlines a 50-mile trail system, Wigeon Way Trail System, which leverages the existing irrigation canal service roads. This plan includes typical cross sections for trail types, which is based on use and an operations and maintenance needs assessment. The plan has cost estimates and funding strategies.

"Wanted to express appreciation, one of the better presentation and plans I have seen as my tenure of council. Really appreciate Appendix E, which details funding sources. … It's more than here is a nice thing, it's a nice thing and here is how we can pay for it."
--Mayor Pro-Tem of Kennewick:

Kittelson Team Personnel

** Full resumes included in Appendix*

LEGEND:
Percentage (%) of Overall Availability
Percentage (%) of Time Dedicated to this Project

Project Management Team

Wende Wilber, PTP, Project Manager (Kittelson). 45%, 25% Wende has the ideal mix of Vision Zero leadership, active transportation expertise, and local knowledge to effectively manage this multifaceted effort. She developed and implemented multimodal design criteria for the public sector as the City of Anchorage (AK) Urban Design Commission Chair. Over her 30-year career, she has written code amendments; developed context-sensitive design guidance; and managed complete street designs, safety action plans, trail plans, bicycle lane concepts, and roadway and intersection improvements. She leads our in-house grant technical assistance group, supporting agencies in receiving millions in grants. Her experience developing guidebooks includes working on NCHRP 20-24(146): Guide to Supporting and Sustaining Transportation Grant Programs for Local Governments and Tribes; San Francisco Municipal Transportation Agency – Driverless Ridehail Policy, and the SRTC Comprehensive Plan Certification Manual Update.

Hermanus Steyn, PE, Principal Engineer (Kittelson). 30%, 10% Hermanus is a national leader in transportation design and safety. His work on NCHRP Research Report 1036: Roadway Cross-Section Reallocation: A Guide, and Oregon DOT Blueprint for Urban Design has shaped how professionals plan and operate multimodal networks. As a TRB Design Section Chair, he champions context-sensitive design that enhances safety for all.

Mike Ulrich, AICP, Deputy Project Manager/Safety Action Plan Lead (Kittelson). 50%, 35% Mike is a transportation planner and project manager who uses data analytics and modeling to enhance safety, guide investments, and support multimodal travel. He's led major regional plans, like the SRTC Regional Safety Plan, where he applied the Safe System Approach and developed tools to centralize and analyze transportation data across the Pacific Northwest.

Project Leads

Julia Knudsen, PE, Guidebook Lead (Kittelson). 35%, 20% Julia helps state DOTs and local agencies nationwide create safer, multimodal transportation systems by leading design standard updates and guidance development. She helped develop NCHRP Report 613: Guidelines for Selection of Speed Reduction Treatments at High-Speed Intersections, and NCHRP Report 785: Performance-Based Analysis of Geometric Design of Highways and Streets.

Anthony Davies, PE, Project Engineer (Kittelson). 40%, 30% Anthony is a public works expert with construction and public sector experience, giving him insight into design, standards, and constructability. He applies context-sensitive, sustainable solutions to improve safety and mobility. He worked the West Central Infrastructure Project and SRTC Regional Safety Plan.

Technical Support

Carston Mortenson, PE, DBIA, Civil Engineer (Coffman). 30%, 15% Carston leads infrastructure projects that enhance transit access, mobility, and safety. He develops constructable PS&E documents and has delivered 100+ STA projects, including transit standards and pedestrian/bikeway infrastructure.

Ken Van Voorhis, PLA, Landscape Architect (SPVV). 45%, 10% Ken has enhanced public spaces in Spokane through completing 200+ urban revitalization and public space design projects. He's well-versed in City standards and WSDOT safety requirements.

Cameron Bennett, EIT, Planner (Kittelson). 40%, 30% Cameron plans and designs safe and mindful transportation environments. He's skilled in data analysis, PS&E preparation, bikeway design, GIS, micromobility policy, and research.

McKenna Stramler, EIT, Planner (Kittelson). 40%, 30% McKenna plans and designs projects to improve safety, access, and operations. She has worked on complete streets, pedestrian safety, and cross-section reallocation, including the West Central Infrastructure Project in Spokane.

Conor Semler, Technical Advisor - Active Transportation (Kittelson). 30%, 5% Conor is a daily bike commuter and national expert in multimodal planning. He's shaped policies, authored guides, and led NCHRP Report 1036, creating a framework for reallocating road space to boost safety, livability, and equity. He conducted research to develop the FHWA Separates Bike Lane Planning and Design Guide. His work draws on best practices from across the U.S. and abroad.

Gene Hawkins, PE, PhD, Technical Advisor - Traffic Control Devices (Kittelson). 45%, 5% Gene is a national expert on traffic control devices, shaping MUTCD content through his research, leadership as National Committee on Uniform Traffic Control Devices Chair, and work at Texas A&M. He created mutcd.kittelson.com and has served as an expert witness, offering practical insight into device effectiveness.

Steve Rhyne, Visualization Expert (Kittelson). 50%, 20% Steve is a visual communication specialist who supports planning and engineering projects. He specializes in geospatial data analysis, 3D visualization, and infographic creation to develop compelling visualizations in still and animation formats.

Jennifer Marks, PhD, Technical Editor (Kittelson). 45%, 25% Jennifer works alongside planners and engineers to write clear and compelling narratives. She develops publications and visualizations.

City Involvement

We view our role as an extension of your staff. To successfully execute this project and minimize your workload, we envision the role of the City as follows:

- Establishing the PMT.
- Sending out the first invite to stakeholder groups. We will prepare the email and agenda. Once the groups have attended the first invite, we can take over.
- Conducting reviews in a timely manner and consolidate comments.
- Communicating schedules, deadlines, and vacations so we can plan around them.
- Giving constructive feedback.

Allocation of Resources

While unexpected challenges can arise, Kittelson stays on track using InfoSys—our internal scheduling system that monitors staff availability and workload in real time. This allows us to quickly reallocate resources across our nationwide team, keeping projects on schedule and within budget. Because we operate as one-firm, without geographic barriers, we have the full resources of Kittelson to pull from.

Lines of Authority & Responsibilities

Wende Wilber, PTP, will lead the project, overseeing all tasks and deliverables. As an authorized representative, she can make binding decisions and allocate resources as needed. She'll be supported by Hermanus Steyn, PE, as principal engineer, who will carry out our quality assurance/control processes to make sure we provide high-quality, technical sound deliverables. Mike Ulrich, AICP, will serve as deputy project manager and secondary City contact. He will support Wende with daily activities.

3.B Firm Contracts/Experience

We've partnered with agencies nationwide to define context classifications, refine design criteria, and integrate multimodal, context-sensitive approaches into their design standards.

NCHRP RESEARCH REPORT 1036: ROADWAY CROSS-SECTION REALLOCATION

Contract Period: Mar 2020 to Mar 2025
Contact: Patrick Zelinski, Senior Program Officer, NCHRP, 202-334-1889

The guidance elevates roadway user safety by recommending minimum sectional dimensions for each street component, based on best practice in street design. This decision-making framework uses a performance-based design approach and includes performance measures to support decisions throughout project development. Safe System Approach principles infuse the guidance and the framework considers outcomes related to transportation, livability, economic and environmental health, equity, and other concerns.

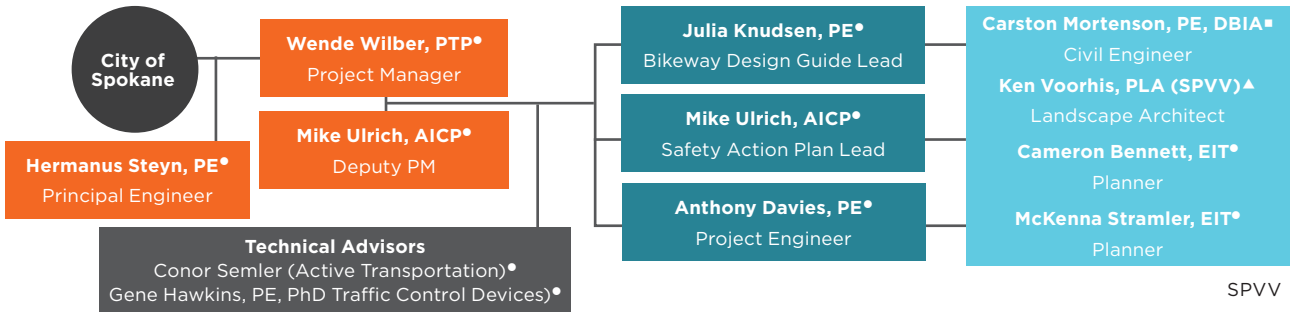
NCHRP Research Report 1036 presents a six-step framework for determining trade-offs, emphasizing the importance of context and community priorities when deciding which trade-offs are acceptable.

ORLANDO QUICK-BUILD GUIDE & DEMONSTRATION PROJECT

Contract Period: April 2022 to July 2024
Contact: Laura Hardwicke, Safety Mobility Manager, City of Orlando, 407-246-3229, laura.hardwick@cityoforlando.net

Kittelson developed a quick-build guide for the City of Orlando, which provides detailed information on the process, materials, and applicable context for implementing quick-build projects. While developing the guide, the team implemented the Corrie Drive Quick-build Demonstration Project, a bike lane constructed with delineators, reflective tape, and spray paint to repurpose under used on-street parking. The team monitored vehicle mobility and parking availability. Based on the data, Orlando extended the one-day demonstration project to one year and made it a permanent bike lane.

Team Organization



OREGON CITY DESIGN STANDARDS
Contract Period: Aug 2021 to Aug 2022
Contact: Josh Wheeler, Assistant City Engineer, Oregon City, 503-657-0891, jwheeler@orgcity.org

Kittelson integrated performance-based design principles based on context into updated street design standards. Working alongside Oregon City staff, Kittelson carried out the following three-step approach to efficiently update the standards.

1. The team created a table of contents capturing a desired flow of the document.
2. Developed an annotated outline specifying what information will be included in standards and what sources will be used.
3. Produced the Street Design Standards based on the annotated outline.

This process resulted in developing the first standalone Street Design Standards reflecting best practices and providing clear project requirements for practitioners within Oregon City.

TENNESSEE DOT SCOPING DOCUMENT
Contract Period: Jul 2023 to Jul 2025
Contact: Ali Hangul, MSCE, PE, Tennessee DOT, 615-741-0840, Ali.Hangul@tn.gov/tdot

Kittelson is leading two projects with the Tennessee DOT to integrate context-based decision making into their roadway design guidance and improve pedestrian and bicyclist safety at intersections.

The ***Tennessee DOT Design Flexibility Bridging Document*** has established design performance criteria and guidance based on roadway context classification to support flexible design decision making. The team prepared a white paper providing guidance on appropriate target speeds for Tennessee roadways and associated speed-management strategies in various contexts.

The Tennessee DOT **Pedestrian and Bicyclist Intersection Safety** project will create guidance for assessment methods that Tennessee DOT staff can use to evaluate intersections for safety and provide pilot applications and training materials to illustrate use of the method. It is anticipated that local agencies (counties and cities) will also use the guidance from these projects to integrate into local projects throughout Tennessee.

SARASOTA ENGINEERING DESIGN CRITERIA MANUAL
Contract Period: Jul 2020 to Dec 2024
Contact: Alvimarie Corales, City of Sarasota, 941-263-6358, Alvimarie.Corales@SarasotaFL.gov

Kittelson is leading a comprehensive update of the Sarasota Engineering Design Criteria Manual to align with changes in urban design, bicycle & pedestrian infrastructure, and technology.

To prepare the update, Kittelson engaged agency staff, designers, developers and the public to gain their insights from existing design guidance. The initial drafting process began with an outline based on this input and reviewing national guidance. Kittelson then collaborated with Sarasota staff to create an annotated outline and draft chapters.

SRTC SAFETY ACTION PLAN
Contract Period: Oct 2023 to Aug 2024
Contact: David Fletcher, AICP, Principal Planner, 509-343-6398, dfletcher@srtc.org

SRTC Regional Safety Action Plan combined robust public and stakeholder engagement with in-depth technical analysis to address transportation safety across the region. The plan identifies key risk and causal factors—like human behavior—and prioritizes proven countermeasures using the Safe System Approach. It positions SRTC and its partners for future funding opportunities.

The plan prioritizes innovative, proven strategies and countermeasures to prevent roadway fatalities and serious injuries based on the FHWA Safe System Approach. It focuses on regional safety and includes chapters specific to each member of the 14-jurisdiction agency within Spokane County, including Spokane. The plan had an aggressive schedule— The draft plan had to be published for public review within 6 months of Notice to Proceed. It was delivered on time and under budget.

Illustrations from Tennessee DOT Scoping Document

1. Cross Section Realm
2. Pedestrian Realm
3. Transition Realm

CLARK COUNTY SS4A SAFETY ACTION PLAN
Contract Period: Nov 2023 to In Progress
Contact Name: Jennifer Campos, Principal Planner, RTC, 564-397-5213, jennifer.campos@rtc.wa.gov

This planning process has involved developing visions and goals, reviewing policies, completing an existing conditions analysis, developing safety strategies, and preparing an implementation plan.

- **Collaborative Approach.** Kittelson has engaged multiple jurisdictions, including Clark County, City of Vancouver, and smaller cities in the region to keep to keep them informed and provide opportunities for collaboration through working groups and one-on-one meetings.
- **Diverse Context.** The team identified programmatic and engineering strategies for rural, suburban, and urban context. The safety countermeasures and strategies will help reduce fatal and serious injury crashes.

KLICKITAT COUNTY ROAD SAFETY PLAN
Contract Period: Feb 2025 to Feb 2026
Contact Name: Kevin Leis, Designer II, Klickitat County, 509-773-2436, kevinl@klickitatcounty.org

Based on the outreach and analysis outcomes, Kittelson, along with Klickitat County, will develop a prioritized list of implementable projects, with cost estimates and funding strategies to position Klickitat County for Highway Safety Improvement Program and other funding opportunities.

References

1) SRTC Regional Safety Action Plan
David Fletcher, Principal Planner, 509-343-6398, dfletcher@srtc.org

Led planning process to complete SS4A funded transportation safety plan.

2) Oregon City Design Standards
Josh Wheeler, Assistant City Engineer, Oregon City, 503-657-0891, jwheeler@orgcity.org

Updated design standards to reflect city context and to incorporate performance-based design approach.

3) Clark County SS4A Safety Action Plan
Jennifer Campos, Principal Planner, RTC, 564-397-5213, jennifer.campos@rtc.wa.gov

Prepared SS4A compliant safety action plan to position the agency for implementation grants.

3.C Contract Termination

Kittelson has not had any contracts terminated for default in the past 5 years.

PROJECT MANAGEMENT TEAM

33 YEARS

Licenses
- Professional Transportation Planner (PTP)

Education
- MURP, Eastern Washington University
- BA, Comparative Literature/French, University of Washington

Wende Wilber, PTP

Project Manager

Wende works with engineering, architectural, and construction teams to deliver multimodal transportation projects that improve safety and enhance public health outcomes. Her background includes serving as the Urban Design Commission Chair in Anchorage, AK. As Chair, Wende developed and implemented design criteria from the public side for multimodal projects.

She brings a strong land use and entitlements background with experience writing code amendments, developing context-sensitive design guidance, and serving on committees to review design guidelines for implementation. Wende has led complete street designs, safety and trails plans, bicycle concepts, and roadway and intersection improvement projects. At Kittelson, Wende leads our in-house grant technical assistance group and helps staff and clients navigate grant requirements.

SELECT PROJECTS

Guidebook & Policy Experience

Wende has recently contributed to the following guidebooks and policy updates:

- NCHRP 20-24 (146) Guide to Supporting and Sustaining Transportation Grant Programs for Local Governments and Tribes
- Guidance for Sustainable Integration of Automated Transportation Technologies Automated Transportation Technology Pooled Fund Study
- San Francisco Municipal Transportation Agency – Driverless Ridehail Policy
- Spokane Regional Transportation Council Comprehensive Plan Certification Manual Update

West Central Infrastructure Project; Spokane WA; Project Manager. Wende led a community-guided co-design process to improve multimodal safety and connections in a transportation disadvantaged community. A **robust engagement effort was based on "going to the people**" to meet them at existing community events and gathering spaces. The outcome of this study was community supported neighborhood traffic calming study with concept level designs for priority projects. Two **quick-build** projects have funding and Wende is managing the design phase, with construction planned for 2025 for one project and three other projects which will be ready for construction when funding is obtained.

Spokane Street Transit-Oriented Development Plan; Spokane, WA; Planner. As part of a multidisciplinary team, Wende is managing the analysis and recommendations for multimodal connections to transit nodes along the transit-oriented development corridor to support bus rapid transit routes. The corridor passes through seven neighborhoods and the recommendations include broader connections outside of the priority nodes to establish a network of low-stress walking and biking facilities. These facilities will support access to transit stations and encourage mode shifts to transit.

University Drive Reallocation Study; Boise ID; Project Manager. Wende managed the evaluation of concepts to reallocate roadway space to provide one travel lane for vehicles in each direction and use the remaining space to provide **enhanced pedestrian and bicycle facilities.** The concepts included two-way cycle tracks, multi-modal pathway buffered bike lanes, floating transit islands, and enhanced crossings. The team **used 3D visual simulations** to convey the concepts to the public, University staff, and transit provider.

Spokane Regional Transportation Council Regional Safety Action Plan; Spokane County, WA; Project Manager. The Spokane Regional Transportation Council (SRTC) Regional Safety Action Plan was developed with funding from a Safe Streets and Roads for All **(SS4A)** planning grant. Wende led the collaborative planning process which engaged a steering committee, agency partners, the Spokane community, and historically underserved communities to understand barriers to safety. The plan prioritizes innovative, proven strategies and countermeasures to prevent roadway fatalities and serious injuries based on the **Safe System Approach**. It focuses on regional safety and includes chapters specific to each member of the 14-jurisdiction agencies within Spokane County, including the City of Spokane.

Kennewick Pathways & Trails Master Plan; Kennewick, WA; Project Manager. As Project Manager, Wende led development of the City of Kennewick's first trails plan to identify and prioritize a trail network for Kennewick. **Completing the plan involved developing a trail classification system and design standards based on context,** as well as an analysis of the new trail system on maintenance and operational needs. The plan focused on activation and improvement projects designed to maximize the value of the existing pathway and trail assets, including agreements with irrigation districts to formalize approximately 40 miles of unpaved irrigation district service roads. A robust community and stakeholder engagement effort contributed to identifying needs and developing priorities.

SRTC General Planning Services; Spokane, WA; Contract Manager. As an extension of SRTC staff and working closely with a multidisciplinary Stakeholder Advisory Group, Wende is managing the on-call contract and multiple task orders. These have included:

- Needs Assessment to support the long-range transportation plan update
- Smart Mobility Plan which includes updating the Electric Vehicle Readiness Plan, Resiliency Plan, Vehicle Miles Traveled Reduction Framework Plan, and Comprehensive Plan Certification Manual
- Regional Modeling Support.

The plans provide guidance for SRTC and its member agencies on how to best invest in the transportation system to make it more resilient, safe, and efficient.

Vision Zero Safety Action Plans. Wende has led Vision Zero Action Plans using the Safe Systems Approach. Each plan involved analyzing fatal and serious injury crashes by mode in the context of the multimodal transportation network, land use, demographics, human factors and community input. **High Injury Networks** and intersections were identified to prioritize projects and investments. Using proven countermeasures, national best practices, input from Steering and Advisory Committees and community outreach, a range of measurable actions were identified to address localized trends related to speed management, street design, vulnerable users, equity, enforcement, and education/messaging. Plans also include guidance for ongoing evaluation. The following are some of these plans and their unique elements:

- **Tampa Vision Zero Action Plan; Tampa, FL.** Priorities focused on quick build projects on the High Injury Network.
- **Space Coast Transportation Planning Organization Vision Zero Action Plan; Brevard County, FL.** Action Plan Toolkits were developed for each municipality to help with developing their own action plans. The planning process resulted in Vision Zero resolutions being adopted by each municipality, Brevard County, and Brevard County Public Schools.
- **Anchorage Vision Zero Action Plan & Implementation; Anchorage, AK.** The plan included a countermeasure toolbox that identifies appropriate pedestrian and bicycle safety improvements based on a location's characteristics and documented crash patterns. A pedestrian intercept survey, demonstration project (mini-roundabout), bicycle and pedestrian counts, and behavioral surveys were conducted along High Injury Networks (many in disadvantaged areas) to identify solutions to improve vulnerable user safety. **Working with the State Health Department, funding for implementation was obtained through a five-year public health grant.**

FHWA Reconnecting Communities Institute. Wende is assisting grant recipients with all stages of the Reconnecting Communities grants. This includes project readiness, scoping, planning, implementing, and complying with reporting measures. She has provided one-on-one technical support to communities across the nation.

33
YEARS

Licenses
- Professional Engineer, WA #43046

Education
BEng, Civil Engineering, University of Stellenboch

Affiliations
- Transportation Research Board
  - Performance Effects of Geometric Design (AKD10) Committee; Past Chair
  - Design (AKD00) Section, Chair
- Institute of Transportation Engineers, Member
- Women's Transportation Seminar, Member

KITTELSON & ASSOCIATES

Hermanus Steyn, PE

Project Principal

Hermanus takes transportation concepts he has researched into the planning, design, and construction phases. Nationally, he is recognized for his expertise in safety, context- and performance-based design, bicycle and pedestrian facilities, and geometric design. Through several NCHRP and FHWA projects, he has created methodologies and approaches to make roadways and streets safer for all users, which includes incorporating performance-based design standards based on context.

He has managed hundreds of projects and knows that the context of the project and working with the community are essential to a successful project. Hermanus understands the interaction between design, operations, and safety for all users and capably synchronizes all facets of a project to achieve regulatory compliance and facilitate construction.

SELECT PROJECTS

Oregon City Design Standards; Oregon City, OR; Project Manager. Kittelson led a team of design engineers to develop content for each specific topic, including geometric design, multimodal design, utilities, street lighting, stormwater, pavement, and more. Hermanus participated in work sessions with Oregon City staff and executive leaders and presented at a City Commission meeting to outline the standards approach and outcomes. Kittelson is collaborating with Oregon City through the publication stages to support them with having a standalone Street Design Standards. These standards will reflect best practices and provide clear requirements for practitioners to plan and design projects within Oregon City.

Beaverton Active Transportation Plan; Beaverton, OR; Senior Advisor/Quality Manager. Kittelson led the development of the Beaverton Active Transportation Plan, with goals to improve walking and bicycling conditions for people of all ages and abilities, increase opportunities to access key destinations, and to develop fundable and practical strategies for implementation. The plan was developed through an analysis of the existing gaps and deficiencies in the pedestrian and bicycle system; **identifying design solutions** to improve connectivity, safety, and comfort; and the prioritization of near-, medium-, and long-term investments. Hermanus served as Senior Advisor and Quality Manager.

Metro (Portland) Designing Livable Streets and Trails Guide; Portland, OR; Project Manager. Hermanus guided efforts to update Metro's street design guides to reflect current best practices and provide guidance on a performance-based design approach for regional streets and trails. The new Designing Livable Streets and Trails Guide provides the linkage between the Greater Portland region's policies and vision for implementing streets based on land uses by defining project outcomes, the functions of the streets to support the communities and the intended outcomes, establishing design principles and elements to support the functions, and providing a performance-based design decision-making framework that gives practitioners the flexibility to develop community-based solutions.

Vancouver Bicycle Design Guidelines; Vancouver, WA; Project Principal. Kittelson developed the internal Bicycle Planning and Design Guide that has a summary of design guidance and research related to bicycle facility selection and design. The guide also discussed research on vehicular lane widths and their impacts on safety, operations, and various user types. The guide is divided into three parts:

- Guidance for bicycle facilities and network needs
- Identifying appropriate vehicle lane widths based on context
- Applying principles in the design process in Vancouver.

This guidance is intended to assist City of Vancouver planners and engineers internally with selecting appropriate street designs and embracing their Complete Streets policy.

Washington County Bicycle Design Toolkit; Washington County, OR; Project Principal. Hermanus provided guidance and direction to develop the first Pedestrian and Bicycle Design Toolkit for Washington County. Initially, Washington County's road standards did not accommodate best practices at the time.

The toolkit defines roadway conditions to support new pedestrian and bicycle treatments for various users. Kittelson's work included a decision matrix for treatment selection, typical cross sections with off-street paths, stakeholder engagement, and staff training. Hermanus co-authored a white paper summarizing literature on lane width trade-offs and supporting flexible design decisions that balance mobility, safety, and user needs.

Marion County Engineering Standards; Marion County, OR; Principal Engineer. Kittelson is leading a multidisciplinary team to update engineering standards and standard detail drawings for Marion County, Oregon. The standards will guide project implementation for each context within the county and include technical chapters for the following topics:

- Geometric Design
- Traffic Engineering
- Stormwater
- Pavement Design
- Utility Coordination
- Right-of-Way Development
- Environmental Guidance

The new standards will provide guidance and criteria for private development and capital improvements, and create consistent approaches with flexibility for implementing projects throughout the county. As project principal, Hermanus is overseeing the team's work and conducting quality review of the entire manual.

Tennessee DOT Scoping Document; Project Principal. For the Tennessee DOT, Kittelson led two projects to integrate performance- and context-based decision-making into their roadway design guidance and **improve pedestrian and bicyclist safety at intersections**. The published Project Scoping Guide provides guidance and criteria for context classifications. The draft 20-Flag Intersection Evaluation Guide assists with assessment methods to evaluate intersections for safety and provide pilot applications/training materials to illustrate using the method. It is anticipated that local agencies (counties and cities) will use this guidance for local projects throughout Tennessee. Hermanus is overseeing the team's work as the project principal and conducting quality reviews of all deliverables.

Burke-Gilman Missing Link; Seattle, WA; Kittelson Project Manager. The Seattle DOT hired Hermanus to be on the Design Advisory Committee to provide national best practices insights to the design which will complete a missing link in the popular Burke-Gilman Trail. He led a field test to test the corridor visibility and accessibility of the separated bike lane in the design documents. The test included various perspectives at the schematic design milestone.

Project staff simulated a driveway crossing of the Missing Link design with paint, traffic cones and barrels, and trail signs at a test driveway. A large tractor-trailer truck was driven across simulation to test turning motions and verify that driveway design specifications can accommodate these truck movements. The field test verified design parameters and identified design components for the final driveway design. This included modifying LED warning signs locations, adjusting tapers, implementing vehicle detection to trigger flashing LED lights, and extending pavement markings.

Montana DOT Design Manuals; Project Manager. Kittelson collaborated with the Montana DOT to develop and update the Montana Road Design Manual to reflect current national research and Montana DOT design practice. Hermanus led the team and was an author for the new manual. He and the Kittelson team:

- Developed a table of contents;
- Prepared white papers on key road design topics for consideration;
- Created an annotated outline; and
- Wrote a sample draft chapter.

The firm then led workshops with Montana DOT staff to gather input and work collaboratively to generate design material that reflects current design research, updated project development processes, and best practices for road design.

One key component of the update involved incorporating a **performance-based road design approach** into the road design project development process, which enables designers to make informed decisions about performance tradeoffs. Key new and updated chapters in the manual include Road Design Policies and Procedures (i.e., Performance Based Design), Multimodal Design Considerations, and Urban Design Considerations. The completed project was awarded the ACEC Montana Transportation Category Award in 2016.

11 YEARS

Education

- Masters in Public Administration, University of Colorado
- BA, Political Science, Virginia Commonwealth University

Certifications

- American Institute of Certified Planners, #31224
- Data Visualization Certificate, University of Washington

Mike Ulrich, AICP

Deputy Project Manager

Mike has a background in applying traffic data analysis to transportation planning. He uses data analytics to improve safety, inform investment decisions, alleviate congestion, and support multimodal mobility. He has expertise with 4-step gravity models and is knowledgeable in best practices for applying them effectively. His work includes developing an online data hub to centralize transportation datasets which improved utility for planners, engineers, and policy makers. He skilled in public engagement and is adept at understanding various perspectives and identifying ways to reconcile them.

SELECT PROJECTS

Spokane Regional Transportation Council Planner; Spokane, WA. While working at the Spokane Regional Transportation Council (SRTC), Mike updated the regional transportation model, developed methodologies for data analysis, and led regional transportation planning activities. His experience while at SRTC includes:

- **Metropolitan Transportation Plan Update.** Mike managed integrating multimodal transportation needs with land use and economic development strategies. This involved applying travel demand modeling to evaluate growth scenarios, engaging stakeholders, and prioritizing transportation investments. By refining data analysis methodologies and identifying emerging trends, Mike informed policy development, making sure the transportation systems met current and future demands for all travelers.
- **Traffic Count Data Review & Analysis.** While with SRTC, Mike reviewed and analyzed regional traffic count data to assess travel patterns and inform transportation planning decisions. He also led updating the regional travel demand model, which integrated insights from a household survey and passive data source to enhance forecasting accuracy. He managed the traffic count collection effort and verified data consistency and reliability across jurisdictions.
- **SRTC Regional Safety Action Plan.** Mike led the planning process to complete a Safe Streets and Roads for All (SS4A) Regional Safety Action Plan. This involved completing a safety analysis, identifying high-risk locations, applying Safe System Approach principles, engaging the public, developing a prioritization framework, and aligning recommendations with available funding sources. The plan was prepared to make future projects eligible for SS4A Implementation grants and other grants. .

Klickitat County Road Safety Plan; Klickitat, WA; Project Manager. Klickitat County has unsafe driving conditions along its rural roadways. Mike is leading the planning process, which is applying the Safe System Approach and involves combining data-driven analysis with input received through public engagement activities. The team is developing a prioritized list of implementable projects with cost estimates to position Klickitat County !for Highway Safety Improvement Program grants and other grant opportunities.

21 YEARS

Licenses
- Professional Engineer, OR #74268

Education
BA, Civil Engineering, University of Portland

Affiliations
- Transportation Research Board
- American Public Works Associations

Julia Knudsen, PE

Guidance Lead

Julia is specialized in developing planning and design guidance and standards for national, state, and local agencies. She has collaborated with multiple agencies to develop design manuals and standards that integrate current research and design practices. She has worked on several research projects focused on performance-based design and developing context classifications, including preparing content for the future *Green Book, 8th Edition*. Through her research and design experience, she has become a recognized expert on multimodal design, context classification, performance-based design, and operational effects of geometric design.

SELECT PROJECTS

Oregon DOT Blueprint for Urban Design; Deputy Project Manager. Julia helped to establish consistent guidance and standards for urban multimodal projects that achieve a project's intended outcomes. The team established six urban context categories, recommended urban design elements based on these contexts, and developed a multimodal performance based decision-making framework that is applicable throughout Oregon.

The Blueprint for Urban Design emphasizes using **target speed** (desired operating speed) and has strategies to achieve the desired speed for urban projects. While the goal is for the target speed to match design speed, in situations when the target speed is below the current design or operating speed, the Blueprint summarizes speed management treatments that the Oregon DOT recommends using to achieve the target speed.

Oregon City Design Standards; Oregon City, OR; Deputy Project Manager. Julia worked on developing standards specific to Oregon City's communities. She developed content for geometric design, multimodal design, utilities, street lighting, stormwater, and pavement. She facilitated work sessions with Oregon City staff and executive leaders, and presented at a City Commission meeting to outline the standards approach and outcomes. Julia has continued supporting Oregon City with a standalone street design standards that reflect best practices and has clear requirements.

Marion County Engineering Standards; Marion County, OR; Project Manager. Julia is working on updating engineering and detail drawing for Marion County, OR. The standards will guide project implementation for each context within the county and include technical chapters for geometric design, traffic engineering, stormwater, pavement design, utility coordination, right-of-way development, and environmental guidance. It will also have guidance and criteria for private development and capital improvements, which will establish consistent approaches with flexibility for implementing projects.

Tennessee DOT Scoping Documement; Project Manager. Julia is leading two projects to integrate context-based decision-making into Tennessee DOT's roadway design guidance and **improve pedestrian and bicyclist safety at intersections**. The Tennessee DOT Pedestrian and Bicyclist Intersection Safety project will create guidance for evaluating intersections safety and provide pilot applications/training materials to illustrate using the method. It is anticipated that local agencies will integrate the guidance into local projects throughout Tennessee.

Montana DOT Safety Engineering Manual; Deputy Project Manager. Kittelson worked with the Montana DOT to write the Montana DOT Safety Engineering Manual. While preparing the manual, Julia engaged the Montana DOT Traffic Safety Engineering Section to understand their safety analysis tools and procedures. The completed manual provides guidance for conducting road safety audits and selecting appropriate pedestrian crossing treatments. **The Montana DOT has adopted the pedestrian crossing guidance as a design practice and is using it throughout the organization.**

NCHRP Research Report 1043: Guide for Roundabouts; National: Project Manager & Co-Author. Julia managed the development of NCHRP Research Report 1043: Guidebook for Roundabouts that provides guidance in planning, designing, and implementing roundabouts based project contexts and user needs. Julia managed research activities, facilitated work sessions, and developed 15 new chapters for the guide. The guide incorporates research conducted on designing for trucks at multilane roundabouts and **designing for bicyclists in a variety of on-street, separated, and shared facilities.**

15 YEARS

License
- Professional Engineer, WA #23009143

Education
- MEng, Civil Engineering, Oregon State University
- BA, Civil Engineering, Oregon State University (Cum Laude)

Affiliations
- American Public Works Associations, Washington Chapter, Member

Anthony Davies, PE

Project Engineer

Anthony is a public works professional with public and private sector experience and a background in construction. His background in construction, design, and project administration allows him to balance public needs with agency constraints, while meeting the project goals. He has led various transportation projects, including intersection geometric improvements, roadway corridor widenings, bicycle and pedestrian facility improvements, and ADA pedestrian ramp retrofits. Anthony's prior experience in the public sector included serving on the agency's ADA advisory committee and helping steer the agency's ADA transition plan and design standards.

SELECT PROJECTS

Spokane Regional Transportation Council Regional Safety Action Plan; Spokane, WA; Project Engineer. Anthony supported developing the Spokane Regional Transportation Council Safety Action Plan that aligns with regional goals to achieve zero serious and fatal crashes. This effort has involved in-depth analysis at the regional level and jurisdictional level for 14 towns and cities. Anthony provided quality control reviews for deliverables and engineering design guidance.

West Central Infrastructure Project & Quick-build Projects; Spokane, WA; Project Engineer. The City of Spokane carried out a community-guided "co-design" process to improve street infrastructure for incentivizing economic development and redevelopment. Anthony worked on identifying design solutions for improving safety and connectivity. He developed concept designs and prepared planning level cost estimates. The study resulted in implementing quick-build projects. Anthony designed a quick-build bicycle greenway that has construction funding and five other priority projects for future funding opportunities.

Pullman Citywide Intersection Improvements; Pullman, WA; Project Engineer. To improve intersection safety and achieve the Washington Target Zero goals, the City of Pullman implemented a citywide intersection and pedestrian crossing improvements project. Anthony is leading a design team that is designing rectangular rapid flashing beacons and replacing pedestrian ramps to meet current ADA standards. These improvements will provide safer and more equitable crossings throughout Pullman.

Thain Road Corridor & Access Study; Lewiston, ID; Project Engineer. The Lewis & Clark Valley Metropolitan Planning Organization initiated the Thain Road Corridor Study to identify alternatives that create a unified corridor and accommodate all roadway users. Anthony provided analysis and design expertise for creating a safer and more unified corridor through thoughtful concept planning and support from area stakeholders, the public, and involved agencies.

Marion County Engineering Standards; Marion County, OR; Project Engineer. As a former public works employee for Washington County, OR, Anthony brought his knowledge about public infrastructure to update engineering standards and detail drawings for Marion County. The standards will guide project implementation based on context. Anthony supported the development of chapters on structural design, geometric design, traffic engineering, and stormwater design. The new document will create consistent approaches with enough flexibility for implementing private development and capital improvements.

TECHNICAL SUPPORT

STAFF & CREDENTIALS	CAPABILITIES	EXPERIENCE

Cameron Bennett, EIT, Planner

- MS, Civil Engineering, Portland State University
- BS, Civil Engineering, Oregon State University
- Engineer-in-Training, OR
- 1 Year of Experience

- Corridor Studies
- Safety Analysis
- Existing & Future Conditions Analyses
- Bicycle & Pedestrian Planning and Design
- PS&E Document Preparation
- Public Outreach

- Texas DOT Manual on Uniform Traffic Control Devices; Researcher
- Montana DOT Traffic Design Manuals; Researcher
- Kuna Neighborhood Bicycle & Pedestrian Plan; Kuna, ID; Analyst
- Kennewick Pathways and Trails Master Plan; Kennewick, WA; Planner
- West Central Infrastructure Projects; Spokane, WA; Analyst

McKenna Stramler, EIT, Planner

- MS, Civil Engineering, Oregon State University
- BS, Civil Engineering, Gonzaga University
- Engineer-in-Training, WA
- 3 Years of Experience

- Traffic Design
- Intersection Analysis & Design
- State DOTs Programmatic Support
- PS&E Document Preparation
- Public Outreach

- Texas DOT Manual on Uniform Traffic Control Devices; Researcher
- West Central Infrastructure Projects; Spokane, WA; Analyst
- Montana DOT Traffic Design Manuals; Research
- Marion County Engineering Standards; Marion County, WA; Researcher

McKenna rode a bicycle as her primary mode of transportation while attending Gonzaga University.

Carston Mortenson, PE, DBIA, Civil Engineer

- BS, Civil Engineering, North Dakota State University
- Professional Engineer, WA #42312
- Designated Design-Build Professional, Design Build Institute of America
- 25 Years of Experience

- Transportation Planning & Design
- Transit Guidance Development
- Transit Facilities Design
- PS&E Document Preparation
- Public Outreach

- Spokane Transit Authority On-Call A/E Services (2012, 2017, and 2022); Spokane, WA
- Spokane Transit Authority Division Street Stop Improvements - Design 28 Transit Stops across 16 Intersections; Spokane, WA; Project Manager/Civil Engineer
- Spokane Transit Authority Riverside City Line Extension; Spokane, WA; Project Manager

Ken Van Voorhis, PLA, Landscape Architect

- BS, Landscape Architecture, Washington State University
- Professional Landscape Architect, WA #647
- 38 Years of Experience

- Complete Street Enhancements
- Streetscape Design
- Park Master Planning & Design
- Pedestrian Safety Design
- Visualizations

- Kennewick Bicycle Master Plan; Kennewick, WA
- Martin Luther King Jr. Way Phase 1 &2; Spokane, WA
- University District Gateway Bridge; Spokane, WA
- Apple Boulevard Stormwater & Landscape Improvements; Spokane, WA
- Division Street Gateway Project; Spokane, WA

Conor Semler, Technical Advisor - Active Transportation

- MS, City & Regional Planning, Cornell University
- BA, Government, Colby College
- 17 Years of Experience

- Transportation Research
- Bicycle & Pedestrian Planning, Design Guidance, and Concept Design
- Public Engagement
- Visualizations

- NCHRP Research Report 1036: Roadway Cross-Section Reallocation: A Guide; Principal Investigator
- NCHRP Report 926: Guidance to Improve Pedestrian and Bicycle Safety at Intersections; Researcher
- FHWA Separated Bike Lane Planning and Design Guide; Lead Researcher/Co-author
- NACTO Urban Bikeway Design Guide; Team Member
- Florida DOT Complete Streets & Context Classification System; Advisor

Gene Hawkins, PE, PhD, Technical Advisor - Traffic Control Devices

- PhD, Civil Engineering, Texas A&M University
- MS, Civil Engineering, Texas A&M University
- BS, Civil Engineering, Teas A&M University
- Professional Engineer, TX
- 40 Years of Experience

- Transportation Research
- Traffic Control Devices Expert
- Construction Zone Expert
- Traffic Engineering
- Transportation Guidance

- Texas DOT Manual of Uniform Traffic Control Devices; Technical Advisor
- National Committee on Uniform Traffic Control Devices Chair
- NCHRP Research Report 1043: Guide for Roundabouts
- Research Team Panelist
  - NCHRP Project 05-18: Color Effectiveness of Yellow Pavement Marking Materials
  - NCHRP Program Synthesis 31-07: Temporary and Long-Term Pavement Markings
  - TCRP Panel A-9: Signs and Symbols in Transit Facilities

Steve Rhyne, GIS/Visualization Specialist

38 Years of Experience

- GIS Analysis
- Visualizations
- Animations

- Spokane Regional Transportation Council Regional Safety Action Plan - Visualizations; Spokane, WA
- West Central Infrastructure Project; Visualizations; Spokane, WA
- University Drive Reallocation Visualizations; Boise, ID
- 8th, 10th, and 11th Bikeway Visualization; Boise, ID

Jennifer Marks, PhD, Technical Editor

- PhD, History, University of Iowa
- MA, History, University of Iowa
- BA, History & English, Truman State University

- Technical Editing
- Storytelling
- Visualizations
- Document Publishing

- West Central Infrastructure Project; Spokane, WA; Technical Editor/ Production Coordinator
- Texas DOT Manual of Uniform Traffic Control Devices; Technical Editor
- Sarasota Engineering Design Criteria Manual; Sarasota FL; Technical Editor/Production Coordinator
- Kennewick Pathways & Trails Master Plan; Kennewick, WA; Technical Editor

CITY OF SPOKANE - PURCHASING
& CONTRACTS
915 N. Nelson St.
Spokane, Washington 99202
(509) 625-6400

May 27, 2025

ADDENDUM NO. 1

REQUEST FOR QUALIFICATIONS #6342-25 - Safe Streets for Spokane Supplemental Planning

This Addendum 1 to the above identified Request for Qualifications is being issued to provide answers to questions received. Questions are identified with "Q". Answers are identified with "A" and red text.

1. **Q:** Can you confirm what the program title is for Attachment 2?

   A: The current grant is from the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**"). The agreement reflects the selection of the Recipient (City of Spokane) to receive a Safe Streets and Roads for All ("**SS4A**") Grant for Safe Streets for Spokane.

2. **Q:** Are there three deliverables, an Active Transportation Best Management Practices and Design Standards, Spokane Bikeway Design Manual, and Comprehensive Safety Action Plan Update?

   A: There are three primary deliverables as stated above. The project may also include deliverables related to the management of the project including, but not limited to, memos, agendas, minutes, etc.

3. **Q:** Could you clarify whether you're looking for a bicycle-focused effort or a combined bicycle and pedestrian-focused effort?

   A: This is a bicycle focused effort, the standards, practices, and/or policies may include tangential benefits to the pedestrian realm.

4. **Q:** Proposer can only list the City as an additional insured under its Commercial General Liability and Automobile Liability Insurance; Section 18 of Attachment A is not clear in this regard. Can the City please make the following clarification to the requirement "under the Firm's Commercial General Liability and Automobile Liability Insurance" 18. INSURANCE COVERAGE 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 Firm or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Firm shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" under the Firm's Commercial General Liability and Automobile Liability Insurance specifically for Firm'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 Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

A: Follow the instructions for requesting exceptions to the City Terms and Conditions provided in the ProcureWare Bid Form Tab, line number 5 where the City asks the Proposers questions for their answer/confirmation.

It is not clear how much of the current language is being requested for replacement, so it is recommended to include all of the current insurance language in Paragraph 18 and then use cross out to identify what is requested for removal with the new requested language identified in underline.

For references, line number 5 in the ProcureWare Bid Form tab states:
Proposer agrees and acknowledges compliance with Terms and Conditions in Request for Qualifications document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.

Connie Wahl

Connie Wahl, C.P.M., CPPB
Senior Procurement Specialist,
Purchasing & Contracts
Department

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Kittelson & Associates, Inc.

Company

Authorized Signature

ATTACHMENT 2
CERTIFICATION REGARDING LOBBYING, 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

4. 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.

5. 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.

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

Kittelson & Associates, Inc. Name of Subrecipient / Contractor / Consultant (Type or Print)	Safe Streets and Roads for All Program Program Title (Type or Print)
Wende Wilber, PTP Name of Certifying Official (Type or Print)	 Signature
Senior Principal Planner Title of Certifying Official (Type or Print)	June 2, 2025 Date (Type or Print)

NOTE: Signature also required on next page "Certification Regarding Lobbying".

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Kittelson & Associates, Inc.

Organization:

202 East Spokane Falls Boulevard, Suite 303

Street address:

Spokane, WA 99202

City, State, Zip:

Wende Wilber, PTP

CERTIFIED BY: (type or print)

Senior Principal Planner

TITLE:

June 2, 2025

(signature) (date)

Bid Response Summary

Bid Number	RFQu 6342-25
Bid Title	Safe Streets for Spokane Supplemental Planning
Due Date	Monday, June 2, 2025 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Kittelson & Associates, Inc.
Submitted By	pdxleads@kittelson.com pdxleads@kittelson.com - Monday, June 2, 2025 11:30:37 AM [(UTC-08:00) Pacific Time (US & Canada)] pdxleads@kittelson.com
Comments	

Question Responses

Group	Reference Number	Question	Response
Proposer Acknowledgements			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	1
	2	Proposer agrees and acknowledges that Request for Qualifications document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer confirms meeting the minimum qualifications as identified in Paragraph 1.4 “Minimum Qualifications”.	AGREED AND ACKNOWLEDGED
	4	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
	5	Proposer agrees and acknowledges compliance with Terms and Conditions in Request for Qualifications document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as “Exception to Terms and Conditions”. The City will consider and determine if exception will be accepted.	AGREED WITH EXCEPTION IDENTIFIED

	6	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as “Proprietary”. See “Proprietary Information/Public Disclosure” Paragraph for public record requirements.	AGREED AND ACKNOWLEDGED
	7	Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Proposer certifies that his/her Firm is not a nuclear weapons producer.	YES
	8	Proposer has included Letter of Submittal with Proposal combined into one document per Section 3 "Proposal Content" instructions.	YES
	9	Proposer has signed and included Attachment 2 Certification Regarding Debarment and Lobbying Form with Proposal as instructed in Attachment 1 Terms and Conditions.	AGREED AND ACKNOWLEDGED
	10	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Wende Wilber, PTP, Principal Planner wwilber@kittelson.com 509-508-0939
	11	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Wende Wilber, PTP, Principal Planner wwilber@kittelson.com 509-508-0939
DOCUMENTS TO UPLOAD			
	1	Upload Request for Qualifications Proposal Response (Proposal). Combine documents as needed prior to upload. Only one document can be uploaded in this line item.	Safe Streets for Spokane Supplemental Planning_Kittelson Proposal.pdf
	2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed prior to upload. Only one document can be uploaded in this line item.	

3	Upload signed Attachment 2 Certification Regarding Debarment and Lobbying Form if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.
4	Upload any other documents required or desired. Combine documents as needed prior to uploading. Only one document can be uploaded in this line item.
5	Upload any other documents required or desired. Combine documents as needed prior to uploading. Only one document can be uploaded in this line item.

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Mar 28, 2025

Profit Corporation

Unified Business ID #: 602304272
Business ID #: 001
Location: 0002
Expires: May 31, 2026

KITTELSON & ASSOCIATES, INC.
STE 303
202 E SPOKANE FALLS BLVD
SPOKANE WA 99202-1612

UNEMPLOYMENT INSURANCE - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

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

Director, Department of Revenue

STATE OF WASHINGTON

UBI: 602304272 001 0002

Expires: May 31, 2026

KITTELSON & ASSOCIATES, INC.
STE 303
202 E SPOKANE FALLS BLVD
SPOKANE WA 99202-1612

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

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

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

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

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

Telephone: 360-705-6741

Endorsements

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/8/2025

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 Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** Greyling COI Specialist **PHONE (A/C, No, Ext):** 770.552.4225 **FAX (A/C, No):** **E-MAIL ADDRESS:** greylingcerts@greyling.com
INSURED KITTASS Kittelson & Associates, Inc. 225 E Robinson St Ste 355 Orlando FL 32801-4326	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** The Hanover Insurance Company — 22292 **INSURER B :** Allmerica Financial Benefit Ins Co — 41840 **INSURER C :** XL Specialty Insurance Company — 37885 **INSURER D :** The Hanover American Insurance Company — 36064 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 691329768 **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	
D	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X WA Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:			ZZ2D78128006	1/1/2025	1/1/2026	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 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			AW2D78128707	1/1/2025	1/1/2026	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 X RETENTION $ 0			UH2D78128107	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WM2D78128906	1/1/2025	1/1/2026	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
C	Professional Liability Incl. Pollution			DPR5038158	1/1/2025	1/1/2026	Per Claim Aggregate	$5,000,000 $5,000,000

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

Proof of Insurance.

CERTIFICATE HOLDER

For Informational Purposes Only

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: ZZ2D781280

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

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

However:

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

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

2. This insurance does not apply to:

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

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

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

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

1. Required by the contract or agreement; 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.

© Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	$2,500
	- Loss of Earnings	$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

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

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

(1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor

(4) To any:

(a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

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 failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph **a.;** or

2. Available under the applicable Limits of Insurance shown in the Declarations.

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

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **4. Other insurance:**

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

(1) For the sole negligence of the Additional Insured;

(2) When the Additional Insured is an Additional Insured under another primary liability policy; or

(3) 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

(1) This insurance is excess over 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 coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional 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 Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INURY AND PROPERTY DAMAGE LIABILITY**.

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

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

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

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

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

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition **3.** "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. SECTION I – COVERAGES, COVERAGE A – BODILIY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions** subparagraph **j.** is amended as follows:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs **(3), (4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINTIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

a. worked on; or

b. used in your manufacturing process.

c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

a. SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS, Paragraph **1. Insuring Agreement,** subparagraph **a.(3)(b)** is replaced by the following:

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

b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

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

a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions,** subparagraph **g.(2)** is replaced by the following:

g. Aircraft, Auto Or Watercraft

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

(a) Less than 51 feet long; and

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

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs **1.b.** and **1.d.** are replaced by the following:

1.b. Up to $2,500 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.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit", including actual loss of earnings up to $1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **6. Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

A. The following is added to **SECTION II - LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured:**

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph **A.1.c.** of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

(1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or

(2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS,** Paragraph **B. General Conditions,** subparagraph **5. Other Insurance:**

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II - LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured,** subparagraph **Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

(1) For the sole negligence of the additional "insured"; or

(2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or

(3) When the additional "insured" is also an additional "insured" under another liability policy.

C. This endorsement will apply only if the "accident" occurs:

1. During the policy period;

2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and

3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

 Includes copyrighted material of ISO Insurance Services Office, Inc., with its permission

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): BLANKET ADDTIONAL INSURED PER WRITTEN AGREEMENT, CONTRACT OR PERMIT

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

 Copyright, Insurance Services Office, Inc., 1998

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED BY CONTRACT OR AGREEMENT – WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Additional Insured – Written Contract, Agreement or Permit

a. Any person or organization as required by a written contract, agreement or permit to add as an additional insured on your policy is an additional insured 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, and only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy;

(3) Your maintenance, operation or use of equipment leased to you; or

(4) "Your work" for the additional insured(s) designated in the contract, agreement or permit including "bodily injury" or "property damage" included in the "products-completed operations hazard" provided that:

(a) This Coverage Part provides such coverage; and

(b) The written contract, agreement or permit requires such coverage for the additional insured.

b. If the written contract or agreement specifically requires you to add an additional insured to your policy via endorsement CG 20 10 11 85, CG 20 10 10 93, CG 20 10 03 97, CG 20 10 10 01 or endorsement CG 20 37 10 01, then the words "caused in whole or in part by"' in paragraph **a.** above are replaced by the words "arising out of".

c. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law.

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

(3) Is primary to and will not seek contribution from any other insurance available to such additional insured provided that:

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

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

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

d. This provision does not apply:

(1) Unless the written contract or agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) If the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the additional insured.

(4) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the lessor

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
Copyright 2017 The Hanover Insurance Company. All Rights Reserved.

(5) To any:

(a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(6) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

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 failure to render any professional services by or for you.

B. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the written contract, agreement or permit described in paragraph **A.a.;** or

2. Available under the applicable Limits of Insurance shown in the Declarations or any endorsement to this policy.

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

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
Copyright 2017 The Hanover Insurance Company. All Rights Reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **4. Other Insurance**:

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

(1) Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

(a) For the sole negligence of the Additional Insured;

(b) When the Additional Insured is an Additional Insured under another primary liability policy; or

(c) When **(2)** 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 **(3)** below.

(2) Excess Insurance

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

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

(ii) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(iii) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or

(iv) 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 I – COVERAGE A – BODILY INURY AND PROPERTY DAMAGE LIABILITY**.

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

(c) 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:

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

(ii) 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.

(3) Method Of Sharing

(a) 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.

(b) 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.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

 Includes copyrighted materials of Insurance Services Office, Inc., with its permission.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on _____ at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. WM2 D781289 of the

(NAME OF INSURANCE COMPANY)

issued to

Premium (if any) $

_____

_____
Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.*

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

AZ, DE, DC, FL, GA, ID, IL, IN, KS, MD, MA, MO, NY, NC, OR,

PA, TN, VA, WI

THIS ENDORSEMENT APPLIES AS A BLANKET WAIVER

OF SUBROGATION FOR THOSE PARTIES HAVING A WRITTEN

CONTRACT WITH THE POLICYHOLDER REQUIRING A WAIVER

OF SUBROGATION FOR WORKERS COMPENSATION COVERAGE OF THE

POLICYHOLDERS EMPLOYEES.

 Copyright 1983 National Council on Compensation Insurance

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	**Job Description**
APPLIES AS BLANKET WAIVER FOR THOSE HAVING A WRITTEN CONTRACT WITH THE POLICY-HOLDER REQUIRING WOS FOR WC POLICYHOLDER EMPLOYEES.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective | Policy No. WM2 D781289 | Endorsement No.
Insured | Insurance Company

Countersigned By _____

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver
   Name of person or organization
   ☐ Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations: ALL TEXAS OPERATIONS
3. Premium:
   The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. WM2 D781289 Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

WC 42 03 04 B (Ed. 6-14) © Copyright 2014 National Council on Compensation Insurance, Inc. All Rights Reserved.

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/20/2025

Committee Agenda type: Discussion

Council Meeting Date: 11/10/2025

Date Rec'd	10/15/2025
Clerk's File #	OPR 2025-0756
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	COMMUNITY, HOUSING & HUMAN
Contact Name/Phone	KERI (509)625-6577
Contact E-Mail	KCEDERQUIST@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	BWILKERSON PDILLON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** NO
Agenda Item Name	SFY 2026 ENCAMPMENT RESOLUTION PROGRAM (ERP)

Agenda Wording

Authorization to contract with the Department of Commerce for the Encampment Resolution Program (ERP); and execute subrecipient agreements with providers pre-approved by funder.

Summary (Background)

The Encampment Resolution Program (ERP), established by the Dept of Commerce, funds local efforts to resolve encampments on public property by connecting unsheltered individuals to housing and supportive services. As lead grantee, the City of Spokane's CHHS department will administer ERP funds to sustain and expand housing options for individuals relocated from encampments, support outreach and navigation services, and ensure data and performance reporting to Commerce. CHHS will subcontract with local housing and service providers to operate ERP-funded projects across the housing continuum: Catalyst (operated by Catholic Charities of Eastern WA): temporary housing with on-site wraparound services and case management - $4,525,000 Revive Emergency Beds: 35 short-term beds for ERP referrals with stabilization supports - $1,092,659 Revive Permanent Housing with Services: 22 permanent housing units with individualized services - $942,440 El Estero (operated by Catholic Housing Communities): 25 permanent housing units with individualized services - $533,750 New Roots Tiny Home Village (operated by Compassionate Addiction Treatment in partnership with Waters Meet Foundation): new tiny home program with on-site case management - $575,000 I2 Strategies: outreach and identification of ERP-eligible individuals to assist CHHS in building By-Names List - $127,889 ERP funds may also be used for outreach, data tracking, and staff coordination to ensure program effectiveness. HMIS and contract management

What impacts would the proposal have on historically excluded communities?

This program reduces housing and service disparities by prioritizing low-barrier access for people disproportionately impacted by homelessness—particularly BIPOC, disabled, and other historically excluded residents—and by partnering with providers that deliver culturally responsive, trauma-informed care.

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?

All data will be entered into HMIS and quarterly reports will be given by HMIS to Council on program outcomes

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

All projects funded will be expected to follow the Five-Year Plan to Prevent and End Homelessness.

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 program aligns with the CoC's Five Year Strategic Plan to End Homelessness as well as the H.O.M.E. Starts Here Initiative.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$ 8271738
Current Year Cost	$ 8271738
Subsequent Year(s) Cost	$ 0

Narrative

The total contract amount is $8,271,738. Subcontractor allocations are based on program capacity, unit count, and level of service required to support ERP participants. Please see the attached draft contracts for more specific budgets.

Amount		Budget Account
Expense	$ 184000	# 1540-95655-65430-51991-9999
Expense	$ 59984	# 1540-95655-65430-52991-9999
Expense	$ 191016	# 1540-95655-65430-54992-9999
Expense	$ 40000	# 1540-95655-65430-54214-9999
Expense	$ 7796738	# 1540-95655-65410-54201-9999
Revenue	$ 8271738	# 1540-95655-99999-33442-9999

Funding Source	One-Time
Funding Source Type	Grant

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

No, this contract is for a fixed period of 7/1/25 – 6/30/26?

Expense Occurrence	One-Time

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

his award has a net-zero cost with revenues offsetting all expenses.

Approvals		Additional Approvals	
Dept Head	ANDERSON, ARIELLE M.	ACCOUNTING -	BROWN, SKYLER
Division Director	GBYRD		
Accounting Manager	GBYRD		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	GBYRD		

Distribution List	
	CHHSACCOUNTING@CITYSPOKANE.ORG
CHHSGRANTS@CITYSPOKANE.ORG	

Committee Briefing Paper
Urban Experience Committee

Committee Date	October 20, 2025
Submitting Department	Community, Housing, & Human Services (CHHS)
Contact Name	Keri Cederquist
Contact Email & Phone	kcederquist@spokanecity.org 509-625-6577
Council Sponsor(s)	
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 15 minutes
Agenda Item Name	Authorization to contract with the Department of Commerce for the Encampment Resolution Program (ERP); and execute subrecipient agreements with providers pre-approved by funder
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	**Background:** The Encampment Resolution Program (ERP), established by the Dept of Commerce, funds local efforts to resolve encampments on public property by connecting unsheltered individuals to housing and supportive services. As lead grantee, the City of Spokane's CHHS department will administer ERP funds to sustain and expand housing options for individuals relocated from encampments, support outreach and navigation services, and ensure data and performance reporting to commerce. **Summary of Work:** CHHS will subcontract with local housing and service providers to operate ERP-funded projects across the housing continuum: • Catalyst (operated by Catholic Charities of Eastern WA): temporary housing with on-site wraparound services and case management - $4,525,000 • Revive Emergency Beds: 35 short-term beds for ERP referrals with stabilization supports - $1,092,659 • Revive Permanent Housing with Services: 22 permanent housing units with individualized services - $942,440 • El Estero (operated by Catholic Housing Communities): 25 permanent housing units with individualized services - $533,750 • New Roots Tiny Home Village (operated by Compassionate Addiction Treatment in partnership with Waters Meet Foundation): new tiny home program with on-site case management - $575,000 • I2 Strategies: outreach and identification of ERP-eligible individuals to assist CHHS in building By-Names List - $127,889 ERP funds may also be used for outreach, data tracking, and staff coordination to ensure program effectiveness. HMIS and contract management
Fiscal Impact **Approved in current year budget**? ☐ Yes ☐ No ☒ N/A Total Cost: $8,271,738	

Current year cost: $8,271,738
Subsequent year(s) cost:

Narrative: The total contract amount is $8,271,738. Subcontractor allocations are based on program capacity, unit count, and level of service required to support ERP participants. The City's administrative costs are limited to the percentage allowed under the Commerce contract (≥15%) and cover fiscal oversight, data reporting, and coordination: Catalyst Operations: $4,525,000; Revive: $2,035,099; CCEW – El Estero: $533,750; New Roots: $575,000; I2 Strategies: $127,889; HMIS and Contract Management: $475,000

Funding Source ☒ One-time ☐ Recurring ☐ N/A
Specify funding source: Grant
Is this funding source sustainable for future years, months, etc? *No, this contract is for a fixed period of 7/1/25 – 6/30/26*

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

Other budget impacts: (revenue generating, match requirements, etc.) *This award has a net-zero cost with revenues offsetting all expenses.*

Budget Codes:
Salaries: 1540-95655-65430-51991-9999
Benefits: 1540-95655-65430-52991-9999
Indirect costs: 1540-95655-65430-54992-9999
Software: 1540-95655-65430-54214-9999
Contractual services: 1540-95655-65410-54201-9999
Revenue Commerce: 1540-95655-99999-33442-9999

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

- What impacts would the proposal have on historically excluded communities? *This program reduces housing and service disparities by prioritizing low-barrier access for people disproportionately impacted by homelessness—particularly BIPOC, disabled, and other historically excluded residents—and by partnering with providers that deliver culturally responsive, trauma-informed care.*

- 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? *All data will be entered into HMIS and quarterly reports will be given by HMIS to Council on program outcomes*

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? *All projects funded will be expected to follow the Five-Year Plan to Prevent and End Homelessness.*

- 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 program aligns with the CoC's Five Year Strategic Plan to End Homelessness as well as the H.O.M.E. Starts Here Initiative.*

Council Subcommittee Review

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

OPR 2025-0756

Interagency Agreement with

City of Spokane, Washington

through

Encampment Resolution Program – Housing Division

Contract Number:
SFY26-45320211-002

For

Establishing an agreement between Spokane County and Commerce to achieve housing stability for individuals and families relocated from State Rights of Way.

Dated: Monday, August 25, 2025

Table of Contents

TABLE OF CONTENTS **2**

FACE SHEET **3**

SPECIAL TERMS AND CONDITIONS **5**

1. AUTHORITY 5
2. CONTRACT MANAGEMENT 5
3. COMPENSATION 5
4. DIRECT AND INDIRECT COSTS 5
5. BILLING PROCEDURES AND PAYMENT 5
6. SUBCONTRACTOR DATA COLLECTION 7
7. INSURANCE 7
8. FRAUD AND OTHER LOSS REPORTING 7
9. BUDGET ADJUSTMENTS 7
10. COMPLIANCE WITH PROGRAM GUIDELINES 7
11. ORDER OF PRECEDENCE 7

GENERAL TERMS AND CONDITIONS **8**

1. DEFINITIONS 8
2. ALL WRITINGS CONTAINED HEREIN 8
3. AMENDMENTS 8
4. ASSIGNMENT 8
5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION 8
6. COPYRIGHT 9
7. DISPUTES 9
8. GOVERNING LAW AND VENUE 10
9. INDEMNIFICATION 10
10. LICENSING, ACCREDITATION AND REGISTRATION 10
11. RECAPTURE 10
12. RECORDS MAINTENANCE 10
13. SAVINGS 10
14. SEVERABILITY 10
15. SUBCONTRACTING 10
16. SURVIVAL 11
17. TERMINATION FOR CAUSE 11
18. TERMINATION FOR CONVENIENCE 11
19. TERMINATION PROCEDURES 11
20. TREATMENT OF ASSETS 12
21. WAIVER 12

ATTACHMENT A: SCOPE OF WORK **13**

ATTACHMENT B: BUDGET **15**

Face Sheet

Contract Number: SFY26-45320211-002

Washington State Department of Commerce
Housing Division

1. Contractor City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201		**2. Contractor Doing Business As (as applicable)** N/A	
3. Contractor Representative Dawn Kinder, Director Community Housing & Human Services (509) 625-6443 dkinder@spokanecity.org		**4. COMMERCE Representative** Nathan Peppin Director of Homelessness on State Property (360) 628-1410 nathan.peppin@commerce.wa.gov	1011 Plum St SE Olympia, WA 98504
5. Contract Amount $8,271,738	**6. Funding Source** **Federal:** ☐ **State:** ☒ **Other:** ☐ **N/A:** ☐	**7. Start Date** 7/1/2025	**8. End Date** 6/30/2026
9. Federal Funds (as applicable)	**Federal Agency:**	**ALN**	
10. Tax ID # 91-60001280	**11. SWV #** 0003387-03	**12. UBI #** 328-013-877	**13. UEI #** PDNCLY8MYJN3
14. Award Method ☐ **Non-Competitive** ☒ **Competitive**	**NOFO/RFX #** SFY24-25 ERP NOFA	**Proviso #** N/A	

15. Contract Purpose

This grant provides resources to fund the ongoing operation of the Encampment Resolution Program (ERP). The program delivers a collaborative, housing-focused response to unsheltered homelessness, including support for properties that have received a capital investment through Commerce to house individuals and families relocated from state rights-of-way or other public encampments as approved by Commerce. Resources may also be used for outreach, housing navigation, supportive services, and related activities necessary to achieve housing stability for ERP participants. Additional details are provided in the Scope of Work.

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: ERP guidelines, CHG guidelines, and Commerce-issued guidance, with the most recent version of such guidelines/guidance governing program operations in the event of updates or revisions., Contractor Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget.

FOR CONTRACTOR	FOR COMMERCE
Dawn Kinder Human Services Director	Tedd Kelleher Co-Interim Assistant Director, Housing Division
Date	Date
	APPROVED AS TO FORM ONLY **BY ASSISTANT ATTORNEY GENERAL** **APPROVAL ON FILE**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Special Terms and Conditions

1. AUTHORITY

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

2. CONTRACT MANAGEMENT

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

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

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

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **$8,271,738.00** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation shall be based on the terms of the Scope of Work and Budget.

Expenses
Grantee shall receive reimbursement for approved expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed **$8,271,738.00**, which amount is included in the Grant total above.

If travel is required to complete the scope of work and approved in advance in writing, reimbursable travel expenses may include airfare (economy or coach class only), other transportation, lodging, and food necessary during periods of required travel. Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations.

4. DIRECT AND INDIRECT COSTS

The Contractor shall comply with the Department of Commerce Housing *Division Direct and Indirect Cost Guide* (May 14, 2025, as amended). Only costs that are necessary, reasonable, allocable, and allowable under the Guide, applicable federal regulations (2 CFR 200), and Commerce policies are reimbursable. Within thirty (30) days of execution of this Contract, the Contractor shall submit to Commerce its designation of which allowable costs will be billed as direct and which as indirect. Commerce shall have thirty (30) days thereafter to review and approve the submission. Failure to reach an approved understanding within sixty (60) days of contract execution may limit Commerce's ability to continue reimbursement. Indirect costs may be billed only through the de minimis rate not to exceed fifteen percent (15%) of Modified Total Direct Costs methodology and once approved shall apply from July 1, 2025 through the end date listed on the Face Sheet. The agreed methodology will apply to all reimbursement requests under this Contract, including those previously submitted or approved. The Contractor shall maintain documentation supporting all charges, and any costs later determined unallowable are subject to recapture under this Contract.

5. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of deliverables or services provided and receipt of properly completed invoices, which shall be submitted to COMMERCE via the Contracts Management System (CMS).

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and any expenses to be reimbursed. The invoice shall include Grant Number SFY26-45320211-002.

If applicable, Grantee must also include attachments that describe and document, to COMMERCE's satisfaction, a detailed description of the work performed, progress of the project, and/or receipts or other proof of payment. Except for approved indirect costs, if any, or as otherwise authorized by COMMERCE in writing, a receipt must accompany every expense in the amount of $50.00 or more to receive reimbursement. COMMERCE may request additional documentation at any time.

Any expense reimbursed under this Grant which is later determined to be unallowable must be repaid according to the terms COMMERCE provides.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be made electronically utilizing Grantee's Statewide Vendor (SWV) number.

COMMERCE may, in its sole discretion, terminate this Grant or withhold payments if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

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

If subgranting and/or subcontracting is authorized by COMMERCE, all Subgrantee/Subcontractor payments are reimbursable expenses within the meaning of this Agreement. Grantee must have, and may be required to demonstrate, the means to pay each and every Subgrantee/Subcontractor. Failure to pay Subgrantees/Subcontractors as agreed may result in suspension or termination of this Grant.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

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

Duplication of Billed Costs

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

Disallowed Costs

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

Unless otherwise authorized by COMMERCE in writing, reimbursable payroll costs shall not include employee overtime nor bonus pay.

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

Cost date

Allowable expenses paid by Grantee from July 1, 2025 through the end date listed on the Face Sheet are eligible for reimbursement under this Contract subject to reimbursement requirements stated herein.

6. SUBCONTRACTOR DATA COLLECTION

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

7. INSURANCE

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

8. FRAUD AND OTHER LOSS REPORTING

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

9. BUDGET ADJUSTMENTS

The Contractor may adjust line items within the approved budget by up to ten percent (10%) of the total contract amount without a formal contract amendment. Such adjustments require prior written approval from Commerce. Email authorization from Commerce shall constitute sufficient written approval.

10. COMPLIANCE WITH PROGRAM GUIDELINES

Grantee shall maintain policies and procedures which comply with all applicable terms of the Program Guidelines available at:

- Encampment Resolution Program Guidelines (link will be provided when available)
- Consolidated Homeless Grant

Grantee shall pass these requirements down to any subgrantee/subcontractor and appropriately monitor performance to ensure their compliance.

11. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- ERP guidelines
- Commerce Written Guidance
- CHG Guidelines
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

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

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "COMMERCE" shall mean the Washington Department of Commerce.

C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.

D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.

E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

F. "State" shall mean the state of Washington.

G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

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

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

ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

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

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

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

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

7. DISPUTES

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

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

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

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

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

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

15. SUBCONTRACTING

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

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

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

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

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

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

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

A. Stop work under the Contract on the date, and to the extent specified, in the notice;

B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;

C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Contract had been completed, would have been required to be furnished to COMMERCE;

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

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

A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Contract.

B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Contract.

E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

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

Attachment A: Scope of Work

The City of Spokane will, on behalf of the Washington State Department of Commerce, administer the Encampment Resolution Program focusing on clearing encampments on public right of way, state owned property, and city owned property.

To accomplish this the City of Spokane will administer funds for critical housing projects, across a continuum of interventions, to ensure spaces are available for sites deemed eligible for the Encampment Resolution Program. Critical components of this work were established between 2022-2024 as the program launched.

Eligible ERP interventions include:

- Catalyst Housing: managed and operated by Catholic Charities Eastern Washington this program providers temporary housing and programming for eligible individuals. This site is a motel conversion with on site wrap around services. Individuals participating in this program are housed in individual rooms (or one couple per room), have assigned case management and peer services, must follow program rules, and have access to onsite substance misuse and mental health services. This is not a permanent housing placement but rather a stabilization opportunity for individuals between street homelessness and long term housing.
- Revive Emergency Beds offered as part of the continuation of ERP programming. These 35 beds will be available for individuals from by names list created at designated ERP sites. These beds serve a critical role in the continuum of ERP interventions and provided wrap around services intended to stabilize individuals while helping them identify longer term housing options.
- Revive Housing at AJ's Place, Shemeul's Space, and Amarah Lofts: these sites collectively provide 22 unit of permanent supportive housing for eligible ERP individuals and couples. These units are critical in our ability to move individuals through the housing continuum and will include supportive housing services. These sites provide trauma informed care, community building, and stabilizing services to keep individuals housed.
- El Estero: operated by Catholic Housing Communities this site providers 25 permanent supportive housing units for ERP eligible individuals. These units are critical in our ability to move individuals through the housing continuum and will include supportive services. CHC ensures their services are able to meet the diverse needs of their residents and strive to support individuals in maintaining their housing.
- Tiny Homes Village (new name forthcoming) providing tiny home and wrap around support services to eligible ERP individuals. This site will provide tiny home units and shared restroom/community spaces along with on-site case management and connections to behavioral health services. This site will be managed in partnership Waters Meet Foundation, and an operator will be selected via competitive Request for Proposals during the summer/fall of 2025.

Additionally, should funds be available within the existing budget to supplement new programming for ERP eligible individuals, the City of Spokane may allocate resources, with Washington State Department of Commerce approval, to additional sites. These new programs would be intended to bring additional interventions to the ERP housing continuum to better meet the diverse needs of those living in encampments.

The City of Spokane, in partnership with ERP contracted service providers will be utilizing the Homeless Management Information System to do the following, at minimum:

- Complete enrollments for each program an individual accesses
- Maintain data on services provided and received for all individuals enrolled
- Track outcomes and exits for participating individuals
- Utilize HMIS to fill permanent supportive housing units within the ERP housing continuum

The City of Spokane will facilitate regularly scheduled meetings with ERP contracted services providers. In addition, we will coordinate and leverage resources for the following activities related to ERP programming:

- Staff training and professional development
- Budgeting and invoicing
- Participant guidelines and eligibility
- Outreach and assessment for potential and designated ERP sites

Washington State Department of Commerce

Attachment B: Budget

Activity	FY26	TOTAL
Catalyst Operations	**$4,525,000**	**$4,525,000**
Revive	**$2,035,099**	**$2,035,099**
CCEW – El Estero	**$533,750**	**$533,750**
Tiny Home Village	**$575,000**	**$575,000**
I2 Strategies	**$127,889**	**$127,889**
HMIS and Contract Management	**$475,000**	**$475,000**
Total	**$8,271,738**	**$8,271,738**

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 10/20/2025 **Committee Agenda type:** Consent **Council Meeting Date:** 11/10/2025		**Date Rec'd**	10/15/2025
		Clerk's File #	OPR 2025-0086
		Cross Ref #	
		Project #	
Submitting Dept	COMMUNITY, HOUSING & HUMAN	**Bid #**	
Contact Name/Phone	HEATHER PAGE 625-6578	**Requisition #**	CR 27788
Contact E-Mail	HPAGE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	CDBG NORTHEAST COMMUNITY CENTER COVERED WALKWAY PROJECT-		

Agenda Wording

Request to increase the awarded $120,000 in CDBG funds to $150,979.

Summary (Background)

NECC was initially awarded $120,000 in CDBG funds for their covered walkway project connecting the main facility to the health center. However, after receiving bids, the lowest bid came in significantly over the original budget. NECC was able to cover part of the additional cost but requested an extra $30,979 in CDBG funds to help cover the total expenses. With the budget increase the total project cost is $150,979.00. The Affordable Housing Committee approved the request for additional funds at the July 1, 2025, meeting. The CHHS Board approved the increase on July 2, 2025.

What impacts would the proposal have on historically excluded communities?

CDBG supports households earning less than 80% AMI.

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?

CDBG follows HUD protocols in reporting demographic data associated with projects. Data is reported in IDIS, HUD's reporting and data collection platform for CDBG.

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

Each year an annual performance report is published regarding the effectiveness of CDBG funded projects. Changes are made to projects to increase effectiveness during each contract term.

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 CDBG funding allocations align with the City of Spokane's 2025-2029 Consolidated Plan and the 2025 Annual Action Plan required by HUD.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 150,979
Current Year Cost	$ 150,979
Subsequent Year(s) Cost	$

Narrative

Funds utilized are a part of the City of Spokane's CDBG formula grant allocation from HUD. The City issues awards to eligible subrecipients to carry out the activities of the grants.

Amount		Budget Account
Expense	$ 30,979	# 1690-95576-51010-54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

CDBG: $3,017,244.00 1690

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	ANDERSON, ARIELLE M.	ACCOUNTING -	BROWN, SKYLER
Division Director	GBYRD	PURCHASING	GBYRD
Accounting Manager	GBYRD		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	GBYRD		

Distribution List

	chhscontracts@spokanecity.org
chhsaccounting@spokanecity.org	arielleanderson@spokanecity.org
hpage@spokanecity.org	dnorman@spokanecity.org

OPR 2025-0086 (DILLON AMENDMENT)(10-28-25)

1. **Insert Contract Amendment A (attached hereto) into agenda packet.**

CITY CLERKS NUMBER OPR 2025-0086
AMENDMENT A

1. GRANTEE NORTHEAST COMMUNITY CENTER ASSOCIATION 4100 N COOK ST SPOKANE, WA 99207		**2. GRANTEE DOING BUSINESS AS** N/A	
3. GRANTEE PROGRAM REPRESENTATIVE DAVE RICHARDSON 4001 N COOK ST SPOKANE, WA 99207 (509) 481-1603 DRICHARDSON@NECOMMUNITYCENTER.COM		**4. CITY PROGRAM REPRESENTATIVE** CARLOS PLASCENCIA, PROGRAM PROFESSIONAL 808 WEST SPOKANE FALLS BLVD, STE 650 SPOKANE, WA 99201 (509) 625-6321 CPLASCENCIA@SPOKANECITY.ORG	
5. GRANTEE SIGNATORY DAVE RICHARDSON 4001 N COOK ST SPOKANE, WA 99207 (509) 481-1603 DRICHARDSON@NECOMMUNITYCENTER.COM		**6. CITY SIGNATORY** ALEXANDER SCOTT, CITY ADMINISTATOR 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6774 ASCOTT@SPOKANECITY.ORG	
7. CONTRACT AMOUNT $150,979.00 **AMENDMENT AMOUNT** $30.979.00	**8. FUNDING SOURCE** ☒ FEDERAL ☐ STATE ☐ LOCAL/OTHER ☐ N/A	**9. START DATE** 07/01/24	**10. END DATE** 12/31/25
11. FEDERAL AGENCY DEPARTMENT OF HOUSING & URBAN DEVELOPMENT		**FEDERAL PROGRAM** COMMUNITY DEVELOPMENT BLOCK GRANT	
FEDERAL AWARD NUMBER B-24-MC-53-0006	**FEDERAL FUNDS** $150,979.00	**TOTAL FEDERAL AWARD** $3,046,666.00	**AWARD DATE** 05/18/24
ALN # 14.218	**RESEARCH & DEVELOPMENT?** ☐YES ☒NO ☐N/A	**12. INDIRECT COST RATE** DE MINIMIS – 15%	
13. EIN # 91-1196071	**14. UEI #** LWUWRGJNL4A5	**15. UBI #** 600-488-843	**16. FMS VENDOR #** 015770	**17. PROJECT ID #** NBRLY# 43678 IDIS# 4511
18. CONTRACT PURPOSE NORTHEAST COMMUNITY CENTER WALKWAY COVER INCREASE CDBG FUNDS AND EXTEND CONTRACT DATES			
CITY and the GRANTEE, as identified above, acknowledge and accept the terms of this AMENDMENT and attachments and have executed this AMENDMENT on the date signed. The rights and obligations of both parties to this AMENDMENT are governed by this AMENDMENT.			

City Clerk's No. OPR 2025-0086

CITY OF SPOKANE

CONTRACT AMENDMENT A

Title: NECC Walkway Cover

THIS CONTRACT AMENDMENT ("AMENDMENT") is between the **CITY OF SPOKANE** as ("CITY"), a Washington municipal corporation, and **NORTHEAST COMMUNITY CENTER ASSOCIATION** whose address is 4100 N COOK STREET, SPOKANE, WASHINGTON 99207 as ("GRANTEE"). Individually hereafter referenced as a "PARTY", and together as the "PARTIES".

WHEREAS, additional time has been requested; and

WHEREAS, the PARTIES desire to increase funding and modify the corresponding budget; and

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

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

2. EFFECTIVE DATE.
   This CONTRACT AMENDMENT shall become effective on July 1,2024.

3. AMENDMENT.
   SECTION 2 – CONTRACT TERM/PERIOD OF PERFORMANCE: The Contract shall run through December 31, 2025
   SECTION 3 – BUDGET: The contract budget is increased by **THIRTY THOUSAND NINE HUNDRED SEVENTY-NINE AND NO/100 DOLLARS ($30,979.00)** for a new total of **ONE HUNDRED FIFTY THOUSAND NINE HUNDRED SEVENTY-NINE AND NO/100 DOLLARS ($150,979.00)** for all things necessary or incidental to the performance of services as listed in Attachment B-Scope of Services in the original contract.
   ATTACHMENT B – SCOPE OF SERVICE – SECTION E – BUDGET: The budget table is replaced in its entirety by the following:

Construction Costs	$150,979.00
Total	$150,979.00

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

GRANTEE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/20/2025

Committee Agenda type: Consent

Council Meeting Date: 11/10/2025

Date Rec'd	10/15/2025
Clerk's File #	OPR 2025-0740
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	COMMUNITY, HOUSING & HUMAN
Contact Name/Phone	HEATHER PAGE 625-6578
Contact E-Mail	HPAGE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	PDILLON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES / **Public Works?** NO
Agenda Item Name	1680- CHHS ACCEPTANCE OF PY 2025 FORMULA GRANTS- HOME

Agenda Wording

HUD allocation of $1,138,478.43 for HOME Investment funds

Summary (Background)

Each year, HUD allocates Community Development Block Grant (CDBG) funds, HOME Investment Partnership (HOME) funds, and Emergency Solution Grant (ESG) funds to the City of Spokane in its role as a participating jurisdiction. The PY2025 HOME allocation is $1,138,478.43 HOME grants funds may be used within the City of Spokane to meet program objectives and requirements as outlined in 24 CFR 92.

What impacts would the proposal have on historically excluded communities?

The CDBG program provides resources to address housing and community development needs that benefit low- to moderate-income individuals (<80% AMI). HOME benefits households earning 30% and 50% AMI, and ESG provides emergency services for households at-risk of homelessness or who are homeless.

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

Data is collected and reported as per HUD's requirements outlined in 24 CFR 570, 576, and 92.

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

Data is collected and reported as per HUD's requirements outlined in 24 CFR 570, 576, 92.

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 funding source must align with the 2025-2029 Consolidated Plan.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ $1,138,478.43
Current Year Cost	$ $1,138,478.43
Subsequent Year(s) Cost	$

Narrative

Acceptance of annual formula grant (PY25 CDBG, HOME, ESG) from HUD.

Amount		Budget Account
Revenue	$ 1,138,478.43	# 1710-95579-99999-33114-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Grant

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

This is an annual formula grant from HUD

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	ANDERSON, ARIELLE M.	ACCOUNTING -	BROWN, SKYLER
Division Director	GBYRD		
Accounting Manager	GBYRD		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	GBYRD		

Distribution List	
	chhscontracts@spokanecity.org
chhsaccounting@spokanecity.org	arielleanderson@spokanecity.org
hpage@spokanecity.org	dnorman@spokanecity.org

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
FEDERAL AWARD AGREEMENT

A. General Federal Award Information

1. Recipient name (must match Unique Entity Identifier name) and address: Spokane 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201-3301	12. Assistance listing number and title: 14.239, HOME Investment Partnerships Program
2. Recipient's Unique Entity Identifier: PDNCLY8MYJN3	13. Amount of federal funds obligated by this action: $1,138,478.43
3. Tax identification number: 916001280	14. Total amount of federal funds obligated: $1,138,478.43
4. Federal Award Identification Number (FAIN): M25MC530201	15. Total approved cost sharing (if applicable): See Addendum 2
5. Instrument type: Grant ☒ Cooperative agreement ☐ Loan Guarantee ☐	16. Total federal award amount, including approved cost sharing: $1,138,478.43
6. Period of performance start and end date: - 09/30/2034	17. Budget approved by HUD:
7. Budget period start and end date: FY 2025 through FY 2033	18. Fiscal year: See Addendum 2
8. Initial Agreement ☒ Amendment ☐ #	19. Statutory authority: 42 U.S.C. 12701 et seq
9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule	20. Applicable appropriations act(s): Public Law 118-158, Public Law 119-4
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes ☐ No ☒	21. Notice/notice of funding opportunity this award is made under (if applicable): N/A
11. Awarding official name and contact information:	22. Program regulations (if applicable): 24 C.F.R. Part 92
23. Federal award description: Under the HOME Investment Partnerships Program, HUD allocates funds by formula among eligible State and local governments to strengthen public-private partnerships and to expand the supply of decent, safe, sanitary, and affordable housing, with primary attention to rental housing, for very low-income and low-income families. • Addendum 1. Policy Requirements • Addendum 2. Program-Specific Requirements • Addendum 3. Indirect Cost Rate Schedule	

Authority and Agreement. This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This agreement incorporates by reference the HOME Investment Partnerships program statute 42 U.S.C. 12701 et seq., the program regulations at 24 C.F.R. § 92 (as now in effect and as may be amended from time to time), Recipient's consolidated plan/action plan, the relevant funding notice (box 21), any attached Specific Terms and Conditions, and the attached addenda (box 23).

B. Terms and Conditions

1. *General terms and requirements*. The Recipient must comply with all applicable federal laws, regulations, and requirements unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.

2. *Administrative requirements*. The Recipient must comply with the following requirement(s) if checked below:

   ☐ The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.

   ☒ The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.

3. *Applicability of 2 C.F.R. part 200*.

   ☒ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.

   ☐ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.

4. *Future budget periods*. If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.

5. *Indirect Cost Rate*. If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, either with its application using HUD-426 (competitive grants) or with this agreement using "Addendum #3 "Indirect Cost Rate Schedule" (formula and congressional grants). The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.

6. *Recipient integrity and performance matters*. If the Federal share of this award is more than $500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.

7. *Recordkeeping and Access to Records*. The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt, and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

8. *Noncompliance*. If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.

9. *Termination provisions.* Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.

10. *Build America, Buy America.* The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.

11. *Waste, Fraud, Abuse, and Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.

12. *Third-Party Claims.* Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.

13. *Rule of Construction and No Construction Against Drafter*. Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

D. Specific Terms and Conditions

Not applicable ☒ Attached ☐

For the U.S. Department of HUD (name and title of authorized official)	Signature	Date
For the Recipient (name and title of authorized official)	Signature	Date

ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;

2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;

3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;

4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,

5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS

Assistance Listing 14.239, HOME Investment Partnerships Program

1. For the purposes of this Agreement and any applicable addenda, the term "recipient" shall have the meaning of "grantee", "participating jurisdiction" as defined in 24 C.F.R. 92.2., or "insular area" as defined in 24 C.F.R. 92.2.

2. *Community Housing Development Organizations (CHDOs).* When 42 U.S.C. 12771(b) is suspended by a given year's appropriations, the Secretary shall not deduct funds set aside for CHDOs from the Recipient's HOME Investment Trust Fund for failure to reserve those funds for projects owned, developed, or sponsored by CHDOs within 24 months after the last day of the month in which HUD notifies the Recipient of HUD's execution of this Agreement.

3. *Commitment.* When 42 U.S.C. 12749(g) is suspended by a given year's appropriations, the Recipient's ability to commit funds provided through this Agreement will not expire 24 months after the last day of the month in which such funds are deposited in the jurisdiction's HOME Investment Trust Fund.

4. *Deobligations.* To the extent authorized by HUD regulations at 24 C.F.R. Part 92, HUD may, by its execution of an amendment to this Agreement, deobligate funds previously awarded to the Recipient without the Recipient's execution of the amendment or other consent.

5. *State Environmental Review.* If a Recipient is a State, as defined in 24 C.F.R. 92.2, and the Recipient provides HOME funds to a "State recipient", as that term is defined in 24 CFR 92.2, then the Recipient must require that the "State recipient" shall assume responsibility for the environmental review in accordance with 24 CFR 92.352 in the written agreement entered into pursuant to 24 CFR 92.504. Notwithstanding the foregoing, as per 24 CFR 92.504(c)(1)(vi), the "State recipient" shall not assume the Recipient's responsibilities for release of funds under 24 CFR 92.352.

6. *Reallocations.* All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Recipient's execution of the amendment or other consent.

7. *Repayments*. The Recipient agrees that funds invested in affordable housing under 24 C.F.R. Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 C.F.R. Part 92.

8. *Cost Sharing.* This award is subject to match provisions in 24 C.F.R. 92.64(a)(1) and 24 C.F.R. 92.218-222, as applicable. The amount of match that a recipient may be required to provide in a year is not based upon the amount of the recipient's award. Under 24 C.F.R. 92.218, the amount of match that a recipient may be required to provide is determined by the type of eligible costs incurred by the recipient and the amount of funds drawn from the HOME Investment Trust Fund Treasury Account in that year. Since these factors are fact-sensitive, the amount of match is not included in either Box 15 or Box 16 of this Agreement.

9. *Funding Information*:

Source of Funds	Appropriation Code	PAS Code	Amount
2023	*86 3/6 0205*	*HMF (M)*	$5,656.43
2024	*86 4/7 0205*	*HMF (N)*	$4,245.43
2025	*86 5/8 0205*	*HMF (P)*	*$1,128,576.57*

ADDENDUM 3. INDIRECT COST RATE SCHEDULE

As the duly authorized representative of the Recipient, I certify that the Recipient:

☐ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.

☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 C.F.R. § 200.414(f), as may be amended from time to time.

☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 C.F.R. part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Instructions for the Recipient:
The Recipient must mark the one (and only one) checkbox above that best reflects how the Recipient's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/20/2025

Committee Agenda type: Consent

Council Meeting Date: 11/10/2025

Date Rec'd	10/15/2025
Clerk's File #	OPR 2025-0741
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	COMMUNITY, HOUSING & HUMAN
Contact Name/Phone	HEATHER PAGE 625-6578
Contact E-Mail	HPAGE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	PDILLON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** NO
Agenda Item Name	CHHS ACCEPTANCE OF PY 2025 FORMULA GRANTS – ESG

Agenda Wording

Acceptance of HUD ESG allocation of $267,764

Summary (Background)

Each year, HUD allocates Community Development Block Grant (CDBG) funds, HOME Investment Partnership (HOME) funds, and Emergency Solution Grant (ESG) funds to the City of Spokane in its role as a participating jurisdiction. The PY2025 ESG allocation is $267,764 ESG funds may be used within the City of Spokane to meet program objectives and requirements as outlined in 24 CFR 576.

What impacts would the proposal have on historically excluded communities?

The CDBG program provides resources to address housing and community development needs that benefit low- to moderate-income individuals (<80% AMI). HOME benefits households earning 30% and 50% AMI, and ESG provides emergency services for households at-risk of homelessness or who are homeless.

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

Data is collected and reported as per HUD's requirements outlined in 24 CFR 570, 576, and 92.

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

Data is collected and reported as per HUD's requirements outlined in 24 CFR 570, 576, 92.

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 funding source must align with the 2025-2029 Consolidated Plan.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ $267,764
Current Year Cost	$ $267,764
Subsequent Year(s) Cost	$

Narrative

Acceptance of annual formula grant (PY25 CDBG, HOME, ESG) from HUD.

Amount		Budget Account
Revenue	$ 267,764.00	# 1540-95573-99999-33114-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Select

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

This is an annual formula grant from HUD This is an annual formula grant from HUD This is an annual formula grant from HUD

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	ANDERSON, ARIELLE M.	ACCOUNTING -	BROWN, SKYLER
Division Director	GBYRD		
Accounting Manager	GBYRD		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	GBYRD		

Distribution List

	chhscontracts@spokanecity.org
chhsaccounting@spokanecity.org	arielleanderson@spokanecity.org
hpage@spokanecity.org	dnorman@spokanecity.org

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
FEDERAL AWARD AGREEMENT

A. General Federal Award Information

1. Recipient name (must match Unique Entity Identifier name) and address: Spokane 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201-3301	12. Assistance listing number and title: 14.231, Emergency Solutions Grants Program
2. Recipient's Unique Entity Identifier: PDNCLY8MYJN3	13. Amount of federal funds obligated by this action: $267,764.00
3. Tax identification number: 916001280	14. Total amount of federal funds obligated: $267,764.00
4. Federal Award Identification Number (FAIN): E25MC530006	15. Total approved cost sharing (if applicable): $267,764.00 (See Addendum 2)
5. Instrument type: Grant ☒ Cooperative agreement ☐ Loan Guarantee ☐	16. Total federal award amount, including approved cost sharing: $535,528.00
6. Period of performance start and end date:	17. Budget approved by HUD:
7. Budget period start and end date:	18. Fiscal year: 2025
8. Initial Agreement ☒ Amendment ☐ #	19. Statutory authority: 42 U.S.C. 11371 et seq.
9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule	20. Applicable appropriations act(s): Public Law 119-4
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes ☐ No ☒	21. Notice/notice of funding opportunity this award is made under (if applicable): N/A
11. Awarding official name and contact information:	22. Program regulations (if applicable): 24 C.F.R. 576
23. Federal award description: The Emergency Solutions Grant Program is designed to assist people with quickly regaining stability in permanent housing after experiencing a housing crisis and/or homelessness. • Addendum 1. Policy Requirements • Addendum 2. Program-Specific Requirements • Addendum 3. Indirect Cost Rate Schedule	

Authority and Agreement. This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This agreement incorporates by reference the Emergency Solutions Grants program statute 42 U.S.C. 11371 et seq., the program regulations at 24 C.F.R. § 576 (as now in effect and as may be amended from time to time), Recipient's consolidated plan/action plan, the relevant funding notice (box 21), any attached Specific Terms and Conditions, and the attached addenda (box 23).

B. Terms and Conditions

1. *General terms and requirements*. The Recipient must comply with all applicable federal laws, regulations, and requirements, unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.

2. *Administrative requirements*. The Recipient must comply with the following requirement(s) if checked below:
   ☐ The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.

   ☒ The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.

3. *Applicability of 2 C.F.R. part 200*.

   ☒ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.

   ☐ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.

4. *Future budget periods*. If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.

5. *Indirect Cost Rate*. If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, either with its application using HUD-426 (competitive grants) or with this agreement using "Addendum #3 "Indirect Cost Rate Schedule" (formula and congressional grants). The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.

6. *Recipient integrity and performance matters*. If the Federal share of this award is more than $500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.

7. *Recordkeeping and Access to Records*. The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt, and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

8. *Noncompliance*. If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.

9. *Termination provisions.* Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.

10. *Build America, Buy America.* The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.

11. *Waste, Fraud, Abuse, and Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.

12. *Third-Party Claims.* Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.

13. *Rule of Construction and No Construction Against Drafter*. Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

D. Specific Terms and Conditions

Not applicable ☒ Attached ☐

For the U.S. Department of HUD (name and title of authorized official)	Signature	Date/ Federal Award Date
For the Recipient (name and title of authorized official)	Signature	Date

ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;

2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;

3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;

4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,

5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS

Assistance Listing Number 14.231, Emergency Solutions Grants Program

1. The funds may be used for costs incurred before the Budget Period under the conditions specified in HUD Notice CPD-25-02 or another prior written approval by HUD, or if the Recipient is not covered by Notice CPD-25-02, under the condition that the costs are otherwise allowable and were incurred on or after the date HUD received the Recipient's Consolidated Plan submission, the Recipient's program year start date, or 90 calendar days before the period of performance start date in Box 6 (whichever is latest).

2. The Recipient agrees to assume responsibility for environmental review, decision making, and action under 24 C.F.R. Part 58; except that if the Recipient is a state and distributes funds to a unit of general local government, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 C.F.R. 58.4.

3. To the extent authorized by applicable law, HUD may, by its execution of an amendment, deobligate funds under this Agreement without the Recipient's execution of the amendment or other consent.

4. Despite any requirements that provide otherwise, youth aged 24 and under who seek assistance (including shelter, services or rental assistance) shall not be required to provide third-party documentation that they meet the homeless definition in 24 C.F.R. 576.2 as a condition for receiving assistance, and unaccompanied youth aged 24 and under (or families headed by youth aged 24 and under) who have an unsafe primary nighttime residence and no safe alternative to that residence shall be considered homeless for purposes of assistance provided by any private nonprofit organization whose primary mission is to provide services to youth aged 24 and under and families headed by youth aged 24 and under.

5. Cost sharing is defined in 2 C.F.R. Part 200 to include match, which is the required level of cost share that must be provided. Box 15 reflects the total match amount the recipient is required to contribute, as determined in accordance with 24 CFR 576.201.

ADDENDUM 3. INDIRECT COST RATE SCHEDULE

As the duly authorized representative of the Recipient, I certify that the Recipient:

☐ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.

☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 C.F.R. § 200.414(f), as may be amended from time to time.

☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 C.F.R. part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Instructions for the Recipient:
The Recipient must mark the one (and only one) checkbox above that best reflects how the Grantee's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/20/2025

Committee Agenda type: Consent

Council Meeting Date: 11/10/2025

Date Rec'd	10/15/2025		
Clerk's File #	OPR 2025-0742		
Cross Ref #			
Project #			
Submitting Dept	COMMUNITY, HOUSING & HUMAN	**Bid #**	
Contact Name/Phone	HEATHER PAGE 625-6578	**Requisition #**	
Contact E-Mail	HPAGE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	CHHS ACCEPTANCE OF PY 2025 FORMULA GRANTS – CDBG		

Agenda Wording

Acceptance of HUD funds for CDBG in amount of $3,017,244

Summary (Background)

Each year, HUD allocates Community Development Block Grant (CDBG) funds, HOME Investment Partnership (HOME) funds, and Emergency Solution Grant (ESG) funds to the City of Spokane in its role as a participating jurisdiction. The PY2025 CDBG allocation is $3,017,244. CDBG grant funds may be used within the City of Spokane to meet program objectives and requirements as outlined in 24 CFR 570.

What impacts would the proposal have on historically excluded communities?

The CDBG program provides resources to address housing and community development needs that benefit low- to moderate-income individuals (<80% AMI). HOME benefits households earning 30% and 50% AMI, and ESG provides emergency services for households at-risk of homelessness or who are homeless.

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

Data is collected and reported as per HUD's requirements outlined in 24 CFR 570, 576, and 92.

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

Data is collected and reported as per HUD's requirements outlined in 24 CFR 570, 576, 92.

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 funding source must align with the 2025-2029 Consolidated Plan.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** $3,017,244
Current Year Cost	**$** $3,017,244
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Revenue	**$** 3,017,244.00	**#** 1690-95576-99999-33114-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	Recurring
Funding Source Type	Select

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

This is an annual formula grant from HUD

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	ANDERSON, ARIELLE M.	**ACCOUNTING -**	BROWN, SKYLER
Division Director	GBYRD		
Accounting Manager	GBYRD		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	GBYRD		

Distribution List	
	chhscontracts@spokanecity.org
chhsaccounting@spokanecity.org	arielleanderson@spokanecity.org
hpage@spokanecity.org	dnorman@spokanecity.org

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
FEDERAL AWARD AGREEMENT

A. General Federal Award Information

1. Recipient name (must match Unique Entity Identifier name) and address: Spokane 808 W SPOKANE FALLS BLVD Spokane, WA 99201-3333	12. Assistance listing number and title: • 14.218, Community Development Block Grant Program for Entitlement Communities • 14.225, Community Development Block Grant Program for Insular Areas • 14.228, Community Development Block Grant Program for States and Non-Entitlement Grants in Hawaii
2. Recipient's Unique Entity Identifier: PDNCLY8MYJN3	13. Amount of federal funds obligated by this action: $3,017,244.00
3. Tax identification number: 916001280	14. Total amount of federal funds obligated: $3,017,244.00
4. Federal Award Identification Number (FAIN): B25MC530006	15. Total approved cost sharing (if applicable): N/A
5. Instrument type: Grant ☒ Cooperative agreement ☐ Loan Guarantee ☐	16. Total federal award amount, including approved cost sharing: $3,017,244.00
6. Period of performance start and end date: 10/1/2024 - See Addendum 2	17. Budget approved by HUD:
7. Budget period start and end date: 10/1/2024 - See Addendum 2	18. Fiscal year: 2025
8. Initial Agreement ☒ Amendment ☐ #	19. Statutory authority: 42 U.S.C. 5301 et seq.
9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule	20. Applicable appropriations act(s): Public Law 119-4
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes ☐ No ☒	21. Notice/notice of funding opportunity this award is made under (if applicable): N/A
11. Awarding official name and contact information:	22. Program regulations (if applicable): 24 C.F.R. Part 570
23. Federal award description: The CDBG program provides funding to eligible grantees for the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. • Addendum 1. Policy Requirements • Addendum 2. Program-Specific Requirements • Addendum 3. Indirect Cost Rate Schedule	

Authority and Agreement. This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This agreement incorporates by reference the Community Development Block Grant program statute 42 U.S.C. 5301 et seq., the program regulations at 24 C.F.R. § 570 (as now in effect and as may be

amended from time to time), Recipient's consolidated plan/action plan, the relevant funding notice (box 21), any attached Specific Terms and Conditions, and the attached addenda (box 23).

B. Terms and Conditions

1. *General terms and requirements*. The Recipient must comply with all applicable federal laws, regulations, and requirements, unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.

2. *Administrative requirements*. The Recipient must comply with the following requirement(s) if checked below:

   ☐ The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.

   ☒ The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.

3. *Applicability of 2 C.F.R. part 200*.

   ☒ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.

   ☐ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.

4. *Future budget periods*. If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.

5. *Indirect Cost Rate*. If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, either with its application using HUD-426 (competitive grants) or with this agreement using "Addendum #3 "Indirect Cost Rate Schedule" (formula and congressional grants). The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.

6. *Recipient integrity and performance matters*. If the Federal share of this award is more than $500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.

7. *Recordkeeping and Access to Records*. The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt, and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in

such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

8. *Noncompliance*. If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.

9. *Termination provisions.* Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.

10. *Build America, Buy America.* The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.

11. *Waste, Fraud, Abuse, and Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.

12. *Third-Party Claims.* Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.

13. *Rule of Construction and No Construction Against Drafter.* Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

D. Specific Terms and Conditions Not applicable ☒ Attached ☐

For the U.S. Department of HUD (name and title of authorized official)	Signature	Date
For the Recipient (name and title of authorized official)	Signature	Date

ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;

2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;

3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;

4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,

5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS

Assistance Listing 14.218, Community Development Block Grant Program for Entitlement Communities

Assistance Listing 14.225, Community Development Block Grant Program for Insular Areas

Assistance Listing 14.228, Community Development Block Grant Program for States and Non-Entitlement Grants in Hawaii

1. *Environmental Review*. The Recipient agrees to assume all the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to section 104(g) of title I of the Housing and Community Development Act of 1974 and published in 24 C.F.R. part 58; except that if the Recipient is a state, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 C.F.R. 58.4.

2. *Public Use*. The Recipient shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport, or highway projects as well as utility projects that benefit or serve the general public (including energy-, communication-, water-, and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. Law No. 107–118) shall be considered a public use for purposes of eminent domain.

3. *Prohibition on Selling, Trading, and Transferring Funds.* The Recipient or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Housing and Community Development Act of 1974.

4. *Construction of Water and Sewer Facilities.* Notwithstanding any other provision of this agreement, the Recipient may not obligate or expend award funds to plan or construct water or sewer facilities, including any new or revised activities, until after 1) it completes the review procedures required under Executive Order 12372, Intergovernmental Review of Federal Programs, and 24 C.F.R. part 52 and 2) HUD provides written notice of the release of funds.

5. *Funds for For-Profit Entities.* Under 42 U.S.C. § 5305(a)(17), CDBG funds may not be provided to a for-profit entity unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 C.F.R. § 570, *Guidelines and Objectives for Evaluating Project Costs and Financial Requirements*.

6. *Violence Against Women Act*. The Recipient will comply with the right to report crime and emergencies protections at 34 U.S.C. § 12495 of the Violence Against Women Act.

7. Funding Information and Period of Performance and Budget Period End Dates

Source of Funds	Amount	Period of Performance End Date	Budget Period End Date
2025	$3,017,244.00	9/30/2033	9/30/2033

ADDENDUM 3. INDIRECT COST RATE SCHEDULE

As the duly authorized representative of the Recipient, I certify that the Recipient:

☐ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.

☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 C.F.R. § 200.414(f), as may be amended from time to time.

☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 C.F.R. part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Instructions for the Recipient:
The Recipient must mark the one (and only one) checkbox above that best reflects how the Recipient's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 10/20/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	10/16/2025
		Clerk's File #	OPR 2025-0750
		Cross Ref #	
Council Meeting Date: 11/10/2025		**Project #**	
Submitting Dept	COMMUNITY, HOUSING & HUMAN	**Bid #**	
Contact Name/Phone	ARIELLE 509-564-5278	**Requisition #**	
Contact E-Mail	ARIELLEANDERSON@SPOKANECITY.		
Agenda Item Type	Report Item		
Council Sponsor(s)	PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	APPROVAL OF NEW ROOTS VILLAGE OPERATOR - COMPASSIONATE		

Agenda Wording

Approval of New Roots Village Tiny Home Project operator from RFP and CHHS board vote from Human Services Committee Recommendation.

Summary (Background)

On August 20th, 2025, CHHS posted a Request for Proposals (RFP) to solicit applications for an Operator at the New Roots Village Tiny Home Project. There were two applicants, but only Compassionate Addiction Treatment (CAT) passed staff threshold review. Where CHHS did have at least four other interested applicants, only two submitted applications. On October 1, 2025, the CHHS Board voted to approve the Human Services Committee recommendation to support CAT as the Operator. Attached to this briefing paper is the excel worksheet provided by the Human Services Committee that rolls up their total scores in each category. Additionally, there are comments included in the worksheet and that have been communicated to CAT to ensure alignment with the recommendations made by the Committee. The property where New Roots will be located, is owned by Waters Meet and includes the land and the tiny home structures and is adjacent to Ascenda Sober Living, near both a railroad corridor and residential neighborhood in West Hills. This initiative leverages a mix of Opioid Settlement dollars and Encampment Resolution Program (ERP) funds to create a small-scale, services connected tiny home community focused on stabilization recovery. The project is designed to serve individuals who are on a pathway out of homelessness, particularly those who demonstrated engagement in stabilization services or exiting short-terms settings such as emergency shelters, transitional facilities, or treatment programs. Referrals will come through established providers already working with individuals who are temporarily housed and engaged in services-such as local emergency shelters, the Stabilization Center, and other qualified partners. New Roots will be a structured, services-oriented environment intended to provide short-term stability for participants transitioning from homelessness toward permanent housing, supported by strong case management and connection to

behavioral health, employment, and other housing stability related services.

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?	YES
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	ANDERSON, ARIELLE M.	**ACCOUNTING -**	BROWN, SKYLER
Division Director	KINDER, DAWN		
Accounting Manager	BROWN, SKYLER		
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

Distribution List	

New Roots Village Tiny Homes Operator	**Request: $877,590 for November 1, 2025-December 31, 2026 ($975K available from Opiod Settlement & Encampment Resolution Fund)**										
RFP Section/Criteria	**Evidence**	**Max points**	**Avg of Total Points**	Karen	Diane	Flor	Wes	Maura	David	Barb	Waters Meet
	88%	**154**	**136**	132	144	140	110	143	129	147	141
Application Threshold Review (Completed by CHHS Staff)	Application includes all required documents:	**75**	**74**	70	75	75	70	75	75	75	75
	Complete Narrative Response	98%									
	Certification of 501c3 Status										
	Active Business License (or statement that you are able to obtain one if awarded)										
	Active UEI Number										
	Completed Risk Assessment										
	Debarment and Suspension Certification										
Research & Experience	Applicant demonstrated knowledge of successful tiny home housing projects in similar climate communities and identified best practices that they would adopt in Spokane to achieve required outcomes	**15**	**12**	11	14	14	10	13	10	15	12
	Applicant demonstrated experience of providing services and housing to unhoused populations using trauma informed best practices.	83%									
	Applicant demonstrated successful outcomes from current or previous housing/homeless services projects or successfully demonstrated ability to meet outcomes if not a current provider.										
Community Engagement & Communications	Applicant identifies commitment to good neighbor agreements, public health and safety measures, and an understanding of the importance of community building.	**20**	**17**	16	19	18	10	20	16	17	17
	Applicant demonstrated, via letters of support, ability to build and maintain critical partnerships with service and behavioral health providers, public safety agencies, neighborhood councils etc. (Please note that City of Spokane and Waters Meet Foundation employees cannot provide letters of recommendation/support for this funding round. Letters submitted from City & Waters Meet employees will not be considered.)	83%									
Policies & Procedures	Applicant provided clear policies/procedures regarding and implementing best practices for: i. Case Management ii. Employment Services iii. Referral Practices iv. Partnership Building	**20**	**15**	15	18	17	0	20	15	20	18
	Applicant provided clear internal policies and procedures related to expectations of employees and leadership.	77%									
	Applicant demonstrated willingness to work with City of Spokane and Waters Meet to revise and/or establish policies and procedures for the operations and management of the New Roots Village.										
Data Compliance & Financial Qualifications	Agency demonstrated clear internal fiscal controls and fund management practices.	**20**	**18**	20	18	16	20	15	13	20	19
	Agency provided proof of or demonstrated ability to comply with Consolidated Homeless Grant guidelines.	88%									
	Agency provided demonstration of ability to cover cost of the New Roots Village operation for up to 60 days pending City review and reimbursement.										
	Agency submitted a clear budget proposal, in accordance with CHG guidelines, that is within or under budget.										
	Agency provided examples of quality and timely data entry, a commitment to data quality and timeliness, and demonstrated shared understanding of the critical role data plays in evaluating program effectiveness.										

Scoring Criteria:

Total Points:	**150**
Excellent:	135-150 points
Good:	115-134 points
Fair:	100-114 points
Needs Improvement:	85-99 points
Poor:	75-84 points
Not Considered	0-74 points

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/20/2025

Committee Agenda type: Discussion

Council Meeting Date: 11/10/2025

Date Rec'd	10/1/2025
Clerk's File #	OPR 2025-0743
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HISTORIC PRESERVATION
Contact Name/Phone	MEGAN 6543
Contact E-Mail	MDUVALL@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	JBINGLE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	UNION BLOCK NOMINATION TO THE REGISTER OF HISTORIC PLACES

Agenda Wording

The Spokane Historic Landmarks Commission reviews properties for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100. The Union Block was constructed in 1890 and has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owner.

Summary (Background)

The Spokane Historic Landmarks Commission reviews properties for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100. The Union Block at 218 N Howard Street was constructed in 1890 and has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owner.

What impacts would the proposal have on historically excluded communities?

This contract would have no meaningful impact 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?

That specific data is not something that is collected by the Historic Preservation Department.

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

The Historic Preservation Office's primary responsibility is to protect historic properties and neighborhoods in Spokane. The more properties that are listed on the Spokane Register, the more ability we have to offer incentives that help keep those properties viable and in use. As we list additional properties, we increase our ability to protect Spokane's historic resources.

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

SMC 04.35.010 Spokane Historic Landmarks Commission Findings and Purpose: The City and Spokane County find that the establishment of a landmarks commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County is a public necessity. Comprehensive Plan Goals DP 1.1: Landmark Structures, Buildings, and Sites Recognize and preserve unique or outstanding landmark structures, buildings, and sites. DP 3.3: Identification and Protection of Resources Identify historic resources to guide decision making in planning. DP 3.11: Rehabilitation of Historic

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	DUVALL, MEGAN		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	KAPAUN, MEGAN		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	lcamporeale@spokanecity.org
mduvall@spokanecity.org	akiehn@spokanecity.org
erivera@spokanecity.org	

Findings of Fact and Decision for Council Review
Nomination to the Spokane Register of Historic Places
Union Block – 218 N Howard Street

FINDINGS OF FACT

1. **SMC 17D.100.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."**
   - Originally built in 1890; the Union Block meets the age criteria for listing on the Spokane Register of Historic Places.

2. **SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D, E).**
   - The 1890 Union Block building is significant and eligible for listing in the Spokane Register of Historic Places under Category A in the area of Commerce for its association with the group of commercial or commercial/residential buildings that were constructed immediately after Spokane's 1889 Great Fire to serve the needs of Spokane's citizens and business owners in the downtown core. One of the reportedly ten remaining buildings from this period, it continues to serve as a commercial space on the ground floor with residential uses on the upper floors, as it did historically.
   - The building is also significant under Category C as the work of a master, for its association with the prominent Spokane architect, Herman Preusse. Preusse, the first professional architect to practice in Spokane, was the designer of the 1890 Union Block. He was born in 1847 in Hanover, Germany. After his early education, when he studied engineering, he gained architectural experience working for his stepfather, well-known architect Wilhelm Mehl, for three years. He then took on his studies in architecture at the College for Applied Science and Art in Holzminden, Germany, Germany's first school of architecture. In 1883, when the Northern Pacific Railroad successfully constructed a line that connected Spokane with Chicago and beyond, Spokane's officials sought an architect to assist with the design of new downtown commercial buildings that would boost its image as 'a progressive and prospering city.' Fortuitously, they found assistance in achieving their goals in Herman Preusse. Many of Spokane's most notable buildings were designed by Preusse.
   - The period of significance for the Union Blocl is 1890 to 1972. 1890 based on the initial construction date for the property and the period of rebuilding immediately after Spokane's Great Fire of 1889; and 1972 which is the date of a renovation of the street front level. That renovation to the storefronts has achieved significance as it is over 50 years old.
   - The Union Block has contained numerous different businesses, saloons, restaurants, and other retail establishments on the street level and housing above since it was constructed in 1890. The original upper two floors contained single room occupancy (SRO) "sleeping" rooms with shared bathrooms. The SRO configuration remained until the recent rehabilitation that created larger, modern apartment units on floors 2 and 3.
   - The Union Block displays elements of the Richardsonian Romanesque style which was popular from 1880-1900. It was often seen in civic buildings and churches, but also can be seen in Spokane's downtown buildings from the post-fire rebuilding era in these vernacular commercial buildings.

3. **SMC17D.100.090: "The property must also possess integrity of location, design, materials, workmanship, and association."** *From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance…it is not necessary for a property to retain all its historic physical features…the property must retain, however, the essential physical features that enable it to convey its historic identity."*
   - The Union Building retains integrity of location, materials, workmanship, and association. The renovation of the ground floor occurred in 1972 or over 50 years ago and has gained significance. The building retains its overall form. The design of the building has been altered to a degree with the addition of

replacement windows, which are nonetheless in their historic location and openings. While detracting from the pre-2023 appearance of the building, they retain sufficient integrity to support the overall design of the building.

4. **Once listed, this property will be eligible to apply for incentives, including:**
   Special Valuation (property tax abatement), Façade Improvement Grants, Spokane Register historic property plaque, and special code considerations.

RECOMMENDATION

The Spokane Historic Landmarks Commission found on September 17, 2025 that the Union Block is eligible for listing on the Spokane Register under Category C – Architecture for its design by master architect, Herman Preusse as well as being a good example of Richardsonian Romanesque style. It is also significant under Category A in the area of Commerce for its association with the group of commercial/residential buildings that were constructed immediately after Spokane's 1889 Great Fire.

After Recording Return to:
City of Spokane Clerk
808 W Spokane Falls Blvd
Spokane, WA 99201

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

RES & ADD SPOKANE FALLS PTN OF LT 4-5 BLK 10 DAF: S55FT OF W48.25FT OF LT 4 & S55FT OF LT 5 TOG W/ W1/2 OF VAC ALLEY LYG ELY & ADJ TO (ORD# 22098 - 7308220215)

Parcel Number(s) **35184.1904 (address 218 N Howard Street)**, *is governed by a Management Agreement between the City of Spokane and the Owner(s),* **HOWARD PARTNERS LLC/GERRYS TREE & NURSERY INC** *of the subject property.*

The Management Agreement is intended to constitute a covenant that runs with the land and is entered into pursuant to Spokane Municipal Code Chapter 4.35. The Management Agreement requires the Owner of the property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

Said Management Agreement was approved by the Spokane City Council on _____. I certify that the original Management Agreement is on file in the Office of the City Clerk under File No._____.

I certify that the above is true and correct.

Spokane City Clerk

Dated: _____

Historic Preservation Officer

Dated: 9/21/2025

City Clerk No._____

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **17th** day of **September, 2025**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **HOWARD PARTNERS LLC/GERRYS TREE & NURSERY INC (c/o Kevin Edwards)** (hereinafter "Owner"), the owners of the property located at **218 N Howard** commonly known as the **Union Block** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission') is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. CONSIDERATION. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. COVENANT. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this instrument. This covenant benefits and burdens the property of both parties.

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

(A) demolition;

(B) relocation;

(C) change in use;

(D) any work that affects the exterior appearance of the historic landmark; or

(E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to the provisions as set forth in SMC 17D100.220.

This Agreement is entered into the year and date first above written.

John C. Eibl MEMBER OF LLC
Owner

Owner

CITY OF SPOKANE

HISTORIC PRESERVATION OFFICER

Megan M.K. Duvall

CITY OF SPOKANE

City Administrator

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

STATE OF Washington)
) ss.
County of Spokane)

On this 2nd day of September, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Karen Edwards, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he (he/she/they) signed the same as his (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 2nd day of September, 2025.

Tamera L Dolson

TAMERA L DOLSON
Notary Public
State of Washington
License Number 23028870
My Commission Expires
August 29, 2027

Notary Public in and for the State of Washington, residing at Spokane
My commission expires August 29, 2027

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, CITY ADMINISTRATOR and TERRI L. PFISTER, to me known to be the City Administrator and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____

Notary Public in and for the State of Washington, residing at Spokane

My commission expires_____

Attachment A

None

Secretary of The Interior's Standards

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

City Clerk No._____

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **17th** day of **September, 2025**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **HOWARD PARTNERS LLC/GERRYS TREE & NURSERY INC (c/o Kevin Edwards)** (hereinafter "Owner"), the owners of the property located at **218 N Howard** commonly known as the **Union Block** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission') is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. CONSIDERATION. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. COVENANT. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this instrument. This covenant benefits and burdens the property of both parties.

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

(A) demolition;

(B) relocation;

(C) change in use;

(D) any work that affects the exterior appearance of the historic landmark; or

(E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to the provisions as set forth in SMC 17D100.220.

This Agreement is entered into the year and date first above written.

John C. Eibl MEMBER OF LLC
Owner

Owner

CITY OF SPOKANE

HISTORIC PRESERVATION OFFICER

Megan M.K. Duvall

CITY OF SPOKANE

City Administrator

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

STATE OF Washington)
) ss.
County of Spokane)

On this 2nd day of September, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Karen Edwards, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he (he/she/they) signed the same as his (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 2nd day of September, 2025.

Tamera L Dolson

TAMERA L DOLSON
Notary Public
State of Washington
License Number 23028870
My Commission Expires
August 29, 2027

Notary Public in and for the State of Washington, residing at Spokane
My commission expires August 29, 2027

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, CITY ADMINISTRATOR and TERRI L. PFISTER, to me known to be the City Administrator and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____

Notary Public in and for the State of Washington, residing at Spokane

My commission expires_____

Attachment A

None

Secretary of The Interior's Standards

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Union Block

218 N. Howard Street

Charles Libby Collection, Northwest Museum of Arts & Culture, 1937

Spokane Register of Historic Places Nomination

Spokane Register of Historic Places
Nomination

Spokane City/County Historic Preservation Office, City Hall, Third Floor
808 Spokane Falls Boulevard, Spokane, Washington 99201-3337

1. Name of Property

Historic Name: Union Block
And/Or Common Name: Same

2. Location

Street & Number: 218 N. Howard Street
City, State, Zip Code: Spokane, WA 99201
Parcel Number: 35184.1904

3. Classification

Category	**Ownership**	**Status**	**Present Use**	
☒building	☐public ☐both	☒occupied	☐agricultural	☐museum
☐site	☒private	☐work in progress	☒commercial	☐park
☐structure			☐educational	☒residential
☐object	**Public Acquisition**	**Accessible**	☐entertainment	☐religious
	☐in process	☒yes, restricted	☐government	☐scientific
	☐being considered	☐yes, unrestricted	☐industrial	☐transportation
		☐no	☐military	☐other

4. Owner of Property

Name: Kevin Edwards,
Street & Number: 225 W. Main Ste. 200
City, State, Zip Code: Spokane, WA 99201
Telephone Number/E-mail: 509-939-8828; k.edwards@me.com

5. Location of Legal Description

Courthouse, Registry of Deeds	Spokane County Courthouse
Street Number:	1116 West Broadway
City, State, Zip Code:	Spokane, WA 99260
County:	Spokane

6. Representation in Existing Surveys

Title: Enter previous survey name if applicable
Date: Enter survey date if applicable ☐Federal ☐State ☐County ☒Local
Depository for Survey Records: Spokane Historic Preservation Office

7. Description

Architectural Classification	Condition	Check One
	☐excellent	☐unaltered
	☒good	☒altered
	☐fair	
	☐deteriorated	**Check One**
	☐ruins	☒original site
	☐unexposed	☐moved & date _____

Narrative statement of description is found on one or more continuation sheets.

8. Spokane Register Categories and Statement of Significance

Applicable Spokane Register of Historic Places category: Mark "x" on one or more for the categories that qualify the property for the Spokane Register listing:

☒A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.

☐B Property is associated with the lives of persons significant in our past.

☒C Property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

☐D Property has yielded, or is likely to yield, information important in prehistory history.

☐E Property represents the culture and heritage of the city of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence, reference to intangible heritage, or any range of cultural practices.

Narrative statement of significance is found on one or more continuation sheets.

9. Major Bibliographical References

Bibliography is found on one or more continuation sheets.

10. Geographical Data

Acreage of Property:	< one acre
Verbal Boundary Description:	RES & ADD SPOKANE FALLS PTN OF LT 4-5 BLK 10 DAF: S55FT OF W48.25FT OF LT 4 & S55FT OF LT 5 TOG W/ W1/2 OF VAC ALLEY LYG ELY & ADJ TO
Verbal Boundary Justification:	Nominated property includes entire parcel and urban legal description.

11. Form Prepared By

Name and Title: Diana J. Painter, PhD, Principal Architectural Historian
Organization: Painter Preservation
Street, City, State, Zip Code: 3518 N. C Street, Spokane, WA 99205
Telephone Number: 707-763-6500
E-mail Address: dianajpainter@gmail.com
Date Final Nomination Heard :

12. Additional Documentation

Additional documentation is found on one or more continuation sheets.

13. Signature of Owner(s)

_____

_____

14. For Official Use Only:

Date nomination application filed: _____

Date of Landmarks Commission Hearing: _____

Landmarks Commission decision: _____

Date of City Council/Board of County Commissioners' hearing: _____

I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of either the City Council or the Board of County Commissioners as set forth above.

_____

Megan Duvall **Date**
City/County Historic Preservation Officer
City/County Historic Preservation Office
Third Floor – City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Attest: Approved as to form:

_____ _____
City Clerk Assistant City Attorney

DESCRIPTION OF PROPERTY

Summary statement

The 1890 Union Block is a three-story building with a rectangular footprint and a flat roof with a short parapet. It has a basement that includes both storage and crawl space within its rectangular footprint. The property line for the building is commensurate with the building footprint on the front (west) side, extending to behind the public sidewalk; extends to the halfway point between the subject building and the Bennett Block to the south, splitting the available space within this alley with the building next door; extends slightly beyond the rear (east) façade of the building; and forms a partywall with the neighboring Coeur d'Alene Plaza Apartments to the north.[1]

The building faces west, overlooking N. Howard Street. The building accommodates 5,722 square feet of commercial space on the ground floor and 11,772 square feet of residential space on the second and third floors. The parcel on which it is located is 7,215 square feet in size, which includes the dining patio on the south side of the building. Three primary entries, including the entry to the upper stories, are located on the front (west) façade. Secondary entries are located on the south and east facades, both accessing outdoor eating areas from the Steelhead Bar & Grill on the south and Atticus Coffee on the east. The ground floor businesses are accessed directly from the front sidewalk, while the upper floor residential units are accessed from a shared hallway.

Front (west) façade and south façade, looking northwest

[1] Note that the Spokane County Assessor uses the address of 218 N Howard St; and the addresses on the street are 218, 220 and 222 N. Howard Street. The building itself is signed as 218 N. Howard Street.

The exterior is finished in the original brick with sandstone accents on most of the building, with the exception of the ground floor of the front façade, which was renovated in 1972 and is now finished in brick veneer in the same stretcher bond pattern as the upper stories. The foundation and basement walls are rubble basalt and the roof is built up. Window and door frames are dark-colored anodized aluminum with the exception that the cast iron mullions between the windows on the upper floor on the front façade have been retained. The main character-defining features seen throughout the building are the arches above the various openings, including the four bays at the ground floor, added in 1972, that repeat the elliptical arches in the bays on the third level. Individual window openings are topped with segmental arches; the windows have brick sills.

Front (west) façade, window detail

Unique features are the flat arches with rounded corners that spring from the pilasters on the upper floor, and the projecting square panel with a round-arched insert that marks the central double pilaster on the building front. Other features at the cornice are a row depressed panels and a dentil course. Historically, windows on the building had one-over-one lights on the upper levels and side and rear facades, and display windows on the ground floor of the front façade. The individual windows throughout the building today have three lights, with the exception of the windows on the upper level on the front façade, which have single lights. The building retains its

display window configurations on the ground floor of the front façade from 1972. Window and door frames are dark colored anodized aluminum. The building, designed by prominent Spokane architect Herman Preuss, displays elements of the Richardsonian Romanesque style and was constructed in 1890, immediately after the Great Spokane Fire of 1889.

Location and setting

The Union Block at 218 N Howard Street is located in the heart of Spokane, immediately south of the Coeur d'Alene Hotel (now the Coeur d'Alene Plaza Apartments), which is at the southeast corner of Spokane Falls Blvd. and N. Howard Street. The block within which the building is located is bounded by N. Howard Street on the west, Spokane Falls Blvd. on the north, N. Stevens Street on the east, and W. Main Avenue on the south. South of the Union Block is a 10' east-west alley that has always divided the block here. To the south of the alley, on the N. Howard Street face, is the 1890-1892 Bennett Block, which is composed of three buildings and was listed in the Spokane Register of Historic Places in 2015. To the east of the Bennett Block is the ca. 1924 Ritz Theater. To its east is a small, 1891 building that was remodeled in 1987. The remainder of the block to the east is surface parking.

To the north of Spokane Falls Blvd is Riverfront Park, historically the grounds for Expo '74. Where Howard Street terminates here is a major entrance to Riverfront Park, marked with a monument sign and the 2005 Rotary Fountain by artist Harold Balazs and landscape architect Bob Perron. To the west of N. Howard Street is N. Wall Street which borders the east end of the two-block River Park Square, a modern in-city shopping center constructed in 1974. To the south of W. Main Street is the modern ten-story, 1967 Parkade parking garage, listed on the Spokane Register of Historic Places in 2023 and soon to be listed in the National Register of Historic Places. The block east of the subject block is mostly in surface parking. At the southeast corner is the 1908 four-story Kemp & Herbert Building, which was historically a department store and whose main tenant now is Aunties Bookstore. It is listed in the Spokane and National Registers. In the southwest corner is a small, one-story commercial building built in 1908 and remodeled in 1993.

Downtown Spokane in this area is a mix of historic, modern, and contemporary buildings, the oldest of which were constructed after the Spokane Fire of 1889. The closest historic district is the National Register-listed East Downtown Historic District, which is south and east of the subject property and block. Despite the mix of low- and mid-rise buildings in this area and the mix of historic and non-historic (or remodeled) buildings, the area is a compatible, urban mix, marred primarily by the presence of large surface parking lots, some of which were cleared for parking for Expo '74.

Setting, Union Block to left, Bennett Block in center, Parkade to rear

Exterior facades

Front (west) façade. The front façade of the Union Block is organized in four bays. At the ground floor are four segmental-arched openings, which cover flush display windows or recessed entries and display windows. Six pilasters (two in the middle) rise from the ground to the third-floor level, accented with regular bands of sandstone. The second floor level is composed of eight tall, one-over-one-light windows under a transom, each under shallow-arched openings, within anodized aluminum frames. The third level has four three-part windows within segmental-arched openings, with single lights and solid panels in place of transom windows. The upper level has a dental course below a band of paneled openings, below a parapet. In the center is a recessed, arched opening that surmounts the central pilasters.

At the ground level, the second and third bays (counting from the left or north) are recessed, leading to the entries to three spaces. The canted entry to 222 N. Howard leads to Atticus, a gift and coffee shop that occupies the two bays on the north side of the building. The entry to the upper floors is centered and parallel to the front façade. The canted entry to 218 N. Howard leads to the Steelhead Bar & Grill, which occupies two bays on the south side of the building. Each bay on the ground level features a segmental-arched opening behind the sidewalk. The first bay on the left side has anodized aluminum-frame display windows for Atticus, which consists of a three-part window with a transom, above a bulkhead. The entry itself, which is typical, is also framed in anodized aluminum and consists of a centered door with full-height glass, wide one-over-one-light sidelights, and a transom window under an arched opening. The windows within the north bay that open onto the Steelhead Bar & Grill are similar to the windows on the south bay.

West entry alcove looking at central entry

South façade. Around the corner on the south side of the building, is a smaller doorway under an arch that leads to the walkway that parallels the south façade of the building, which in turn leads to the east-west row of tables in an outdoor eating area. The south façade fronts on the alley between this building and the Bennett Block to the south, features single, paired, and grouped windows at the second and third levels that match the windows on the second level on the front façade. At the ground level is the previously mentioned door under an arched opening at the southwest corner. Toward the rear is another arched opening with a door with full-height glass, two-light sidelights, and transom windows, all within anodized aluminum frames. The two doors allow access to the outdoor patios from the Steelhead Bar & Grill. Other previous openings on this façade are bricked in.

Rear (east) façade, looking west

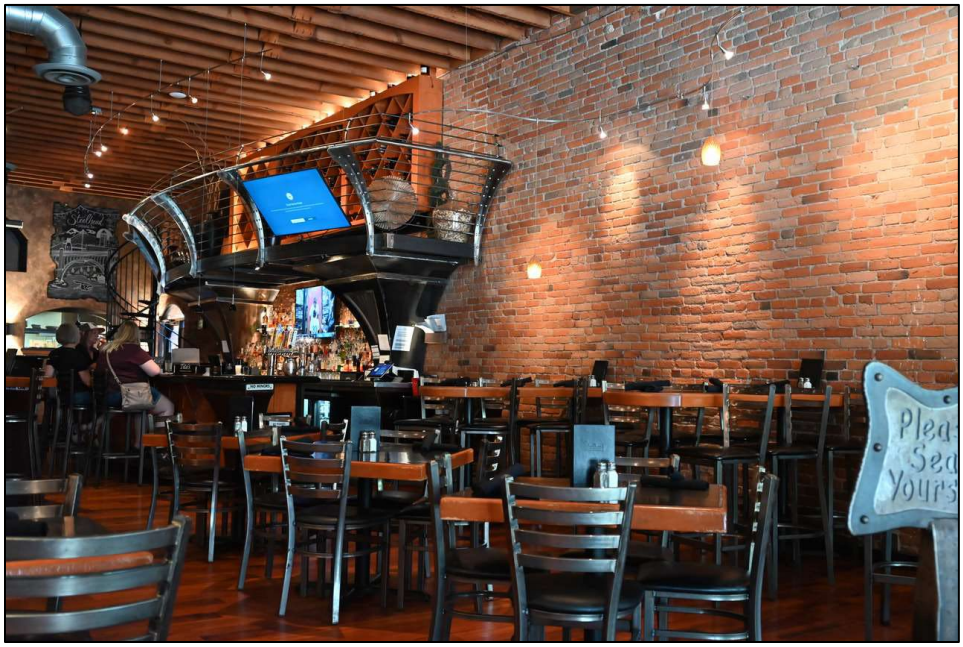
East façade. The rear (east) façade of the building has four bays with two individually placed, double-hung windows with transoms per bay. The windows are each within the same shallow-arched openings as seen on other windows on the front and north facades. At the ground level near the center of the building is a flush metal door below a solid panel under an arched opening. Other openings on this façade include windows and doors that serve an outdoor eating area for the Atticus coffee shop. All have anodized aluminum frames. The main door has full-height glass, a tall transom window, and narrow, full-height sidelights. The other windows here are narrow, under round arches, with brick planters below. To the left is a wood fence of horizontal wood that encloses HVAC equipment.

Modifications. The main changes to the Union Block occurred in 1972, which can be seen by comparing this façade to the 1937 photo of the front façade. The building front was likely changed before that, as the north and south facades at the front ground floors do not match, but concrete evidence was not found for this. The 1972 changes involved creating three recessed entries on the front façade, in place of the central flush entry and the recessed entries at the center of the north and south storefronts. The most recent change to the building exterior is the replacement windows, which were added throughout about 2023, when the wood windows were

removed and new anodized aluminum windows were installed. As a result, the proportions and degree of enclosure for the sash are changed.

Interiors

Ground floor. The ground floor of the Union Block has two primary spaces and the entry to the upper floors. All three entries are located in the centered recessed vestibule, which displays the anodized aluminum window and door frames seen elsewhere on the building and brick veneer finishes. The vestibule is lit with suspended globe fixtures. The entry to the stairs is directly behind the central panel on the front entry, whereas the entries to the north business, Atticus, a gift and coffee shop, and the south business, Steelhead Bar & Grill, are on canted faces within the vestibule. The stairway to the second floor is on the left side, while an enclosed area on the right side contains mechanical equipment. Atticus is primarily a large open space, with a restroom, walk-in cooler, and secondary stair to the basement. An exit on the rear facade leads to an outdoor patio. The main open space for the Steelhead Bar & Grill contains the dining room and a bar. To the rear of the space is a kitchen and restrooms and a back stair to the upper floor. An exterior entry on the south side leads to an outdoor eating patio. A rear entry leads to the rear walkway and HVAC site.



Steelhead Bar & Grill, looking southeast

Second and third floors. The second floor of the building contains four apartments. A centered hall has doors to three units while an additional hallway toward the front (west) side of the floor accesses the fourth unit and a stair to the ground floor and the third floor. The third floor contains a centered hall which accesses an additional four units. The stair to the second floor here is on the west end of the hall.

Apartment, kitchen and dining area, typical

Basement. The basement is accessed via a stair on the front (west side) of the building and two stairs on the rear (east side), one on each side of the central structural wall. The basement includes small and large storage spaces, and a walk-in freezer. A crawl space occupies the southwest quarter of the basement. The entire west side is about 2' lower than the north side.

Modifications. Few changes have taken place to the ground floor of the building. The stair to the second floor is new, and a mechanical space was added. The second and third floor are all new spaces – the historical SRO (single room occupancy) units were demolished. On the second floor the back stair to the ground floor was removed. No substantial changes were made to the basement.

INTEGRITY

The configuration of the Union Block displays good exterior integrity to its 1972 renovation, in which the ground floor of the front (west) façade was altered and interior finishes on the ground floor removed. The exterior of the building was altered in 2023, when windows and doors were replaced throughout. Beginning in 2021, the two upper floors of the building, which were historically in residential uses, were renovated but retain the residential uses, with eight apartment units in a new layout and with new materials.

The following analysis discusses the integrity of the building. A property must possess integrity of location, design, materials, workmanship and association to be considered eligible for listing in the Spokane Register. The following is a response to these aspects of integrity for the Union Block.

Location is the place where the historic property was constructed or the place where the historic event occurred.

The building is in its original location.

Design is the combination of elements that create the form, plan, space, structure, and style of a property.

The front façade of the ground floor of the building was altered in 1972, and the windows and doors on the east façade were altered in 1974. Both changes are over 50 years old. They have therefore achieved significance in themselves. The design of the building has been altered more recently, in 2023, with the addition of new windows and entries in anodized aluminum. While the design of the windows has been changed, they are within their historic openings and therefore retain a degree of integrity.

Materials are the physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property.

Materials that have been added to the building include the brick veneer at the ground floor on the front façade. This change occurred in 1972 however, so is over 50 years old. The windows and doors have been changed from the original wood to anodized aluminum. The current windows and doors were added in 2023; research did not reveal the dates for earlier changes, if they occurred, with the exception of the east façade windows and doors, which were replaced in 1974.

Workmanship is the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory.

The workmanship of the building is intact. The brick veneer on the front ground floor façade differs in craftsmanship from the brick masonry construction of the main building, but this occurred over 50 years ago. The anodized aluminum window and door frames differ in workmanship from what may have been there historically, which was likely wood. It is not known whether aluminum frames were installed in the 1972 remodel.

Association is the direct link between an important historic event or person and a historic property.

The association of the building is intact. The building was historically used for commercial and residential uses, and this continues to be the case today.

Summary

The Union Building retains integrity of location, materials, workmanship, and association. The renovation of the ground floor occurred in 1972 or over 50 years ago and has gained significance in itself. The building retains its overall form. The design of the building has been altered to a degree with the addition of replacement windows, which are nonetheless in their historic location and openings. While detracting from the pre-2023 appearance of the building, they retain sufficient integrity to support the overall design of the building.

STATEMENT OF SIGNIFICANCE

The 1890 Union Block building is significant and eligible for listing in the Spokane Register of Historic Places under Category A in the area of Commerce for its association with the group of commercial or commercial/residential buildings that were constructed immediately after Spokane's 1889 Great Fire to serve the needs of Spokane's citizens and business owners in the downtown core. One of the reportedly ten remaining buildings from this period, it continues to serve as a commercial space on the ground floor with residential uses on the upper floors, as it did historically.[2] The building is also significant under Category C in the area of the work of a master, for its association with the prominent Spokane architect, Herman Preusse. The period of significance is 1890, based on the initial construction date for the property (C) and the period of rebuilding immediately after Spokane's Great Fire of 1889 (A); and 1972, the date of a renovation of the building after a fire, which is over 50 years ago and has achieved significance in itself (C).

HISTORIC CONTEXT

The block on which the Union Block building is located was historically at the heart of the city of Spokane. A walking tour map showing historic sites (no date) marks the "Four Corners" here, which is the intersection of Spokane Falls Blvd. (Front Street on historical maps) and Howard Street. On the historical map, the buildings that are noted here are Glover & Gilliam Livery Stable in the northwest corner; California House in the northeast corner; Glover's First Separate Dwelling in the southeast corner, where the subject building is located; and James N. Glover's Store, 1873, in the southwest corner. Also noted is the Coeur d'Alene Hotel, which can also be seen on the 1902 Sanborn Fire Insurance map as the Coeur d'Alene Theatre (see Figure 13).[3]

Early Spokane

Spokane got off to a slow start as the regional hub it would become later. A sawmill was established in 1873 and a grist mill followed a few years later. The promise of the Northern Pacific railroad led to the town being platted in 1878, but Spokane did not witness substantial growth until the discovery of gold in the Coeur d'Alene mining district, attracting prospectors, speculators, and petty capitalists, according to cultural geographer Donald Meinig.[4] About this time the population in the vicinity of Spokan Falls was 350 people.[5]

---

[2] Twelve extant buildings that were constructed in 1889 and 1890 in Spokane are listed as having historic significance in Tony and Suzzanne Bamonte's book *Spokane, Our Early History, Under All Is The Land,* based on Spokane's first historic survey and Hyslop's *Building Blocks.* Tony and Suzanne Bamonte, *Spokane, Our Early History, Under All Is The Land.* Spokane, WA: Tornado Creek Publications and Spokane Association of Realtors Centennial, 2011:297-300.

[3] This map is on p. 28 of Tony and Suzanne Bamonte's *Spokane, Our Early History,* It is called, "Map of the walking tour of early Spokane from Barbara F. Cochran's book, *Exploring Spokane's Past, Tours to Historical Sites,* published by Ye Galleon Press, 1979. The site was occupied by the Loewenberg Block in 1891k the Coeur d'Alene Theatre in 1902, and the Hotel Coeur d'Alene in 1910, based on Sanborn Fire Insurance maps. It was occupied by the Union Block in April 1888 and February 1889, pre-fire years.

[4] Donald W. Meinig, "Spokane and the Inland Empire: Historical Geographic Systems and a Sense of Place.," David H. Stratten, editor, *Spokane & the Inland Empire.* Pullman, WA: Washington State University Press, 1991:13.

[5] Spokane was initially called Spokan Falls.

A colorful portrait of early Spokane was presented in a 1933 newspaper article that presented the Union Block and the downtown core, covering the years of 1878 to 1883, the latter date being the date of the first fire that affected the Union Block. As noted in the article, 1881 was quite a momentous year for Spokane, marked by incorporation, the coming of the Northern Pacific railroad (the Northern Pacific would be connected to the transcontinental railroad in 1883), and the founding of today's Gonzaga University.[6] Business development began the following year with the establishment of the Echo flour mill and the First National Bank at Front and Howard streets. The fire that burned the Union Block and nearby business blocks occurred on January 19, 1883.[7]

As described in the article, the author notes that in these early days, "The buildings were almost entirely of frame construction, with little paint. A busy little sawmill with its small circular saw turned out material for the wooden structures springing up on every hand. There were a few business houses in 1883 along Riverside as far west as Post Street, but most of them clung tenaciously to the vicinity of Front, Main and Howard. . . . With the exception of perhaps a dozen two-story buildings, the business houses were rows of unpainted, one-story frame structures, many with false fronts." [8]

The author continues with a description of the people: "The streets were crowded with a picturesque frontier throng of prospectors lured by the discoveries of gold in the Coeur d'Alenes; cowboys from the Big Bend ranges; Canadian Boatmen from the upper Columbia buying merchandise; Chinese selling fine gold from the sands of the Columbia; and lumberjacks and ranchers. Indians gathered for their powwows or to catch and smoke fish at their favorite rendezvous. Curley Jim and his tribesmen among the Spokanes had campgrounds in Peaceful Valley and in Indian Canyon. Garry, chief of the Spokanes, the friend of the white man, who kept peace among reds and whites, was a familiar figure on the village streets."[9]

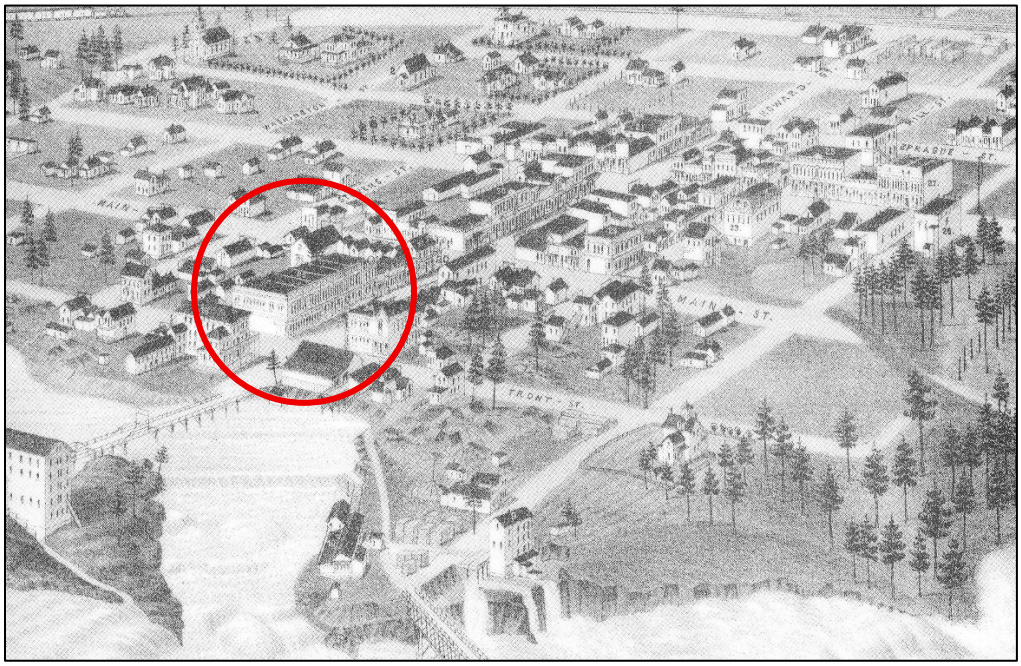
The fire of 1883 started at the Union Block, burning the F.R. Moore & Co. building from Front Avenue south to the alley on Howard: "It wiped out several stores, the post office and a restaurant or two." Rebuilding involved replacing twelve buildings. Five, including the Union Block, were rebuilt in brick. By the end of 1883 the town of 1,500 boasted two newspapers, six law firms, eight physicians, a dentist, a college president, six teachers and six real estate and insurance offices.[10]

---

[6] "Spokane Falls Lusty Infant in 1883," *The Spokesman-Review,* July 22, 1933:23.
[7] Another source notes February 27, 1882 for the date of the fire (or possibly another fire). "Scooped Water from the River to Fight Fires," *Spokane Chronicle,* February 29, 1924:3.
[8] "Spokane Falls Lusty Infant in 1883," *The Spokesman-Review,* July 22, 1933:23.
[9] Ibid.
[10] Ibid.

Before the Great Fire

The subject city block was built up gradually between the time it was rebuilt after the fire of 1883 and the fire of 1889, which burned the entire block again (see Figure 8 for the rebuilt block in 1884). The Sanborn Fire Insurance map of 1884 that shows the block face on the east side of Howard Street between Front and Main streets contained the subject property (on the north half) and that it developed with partywall structures, but the block as a whole does not display a great deal of density. This block face had a general merchandise store on the north corner, a saloon with a printing shop on the second floor to the south, and a grocery store and wholesale liquor store on the subject lots (see above). Within the half block behind these shops were freestanding buildings arranged in a somewhat random pattern that included one Chinese business and a Chinese wash house on Front Street.



Bird's-eye view of the Union Block in 1884

Two additional Sanborn Fire Insurance maps that were published from the period immediately before the Great Fire show the area becoming denser. About a year before the fire, in April 1888, this entire block face was called the Union Block (see Figure 8). It was composed of five lots with four businesses; the two subject lots held a dry goods and notions store and a liquor store. The businesses within the rest of the half block to the east included two female boarding houses, four Chinese businesses, a hotel, plus numerous sheds. The February 1889 map was much the same, dominated by Chinese businesses, female boarding houses, and one hotel.[11]

Downtown Spokane was quite built out before the Great Fire of 1889. As can be seen on the 1888 map (see Figure 9), many of the buildings on the subject block were wood, although the

[11] For an illustration of the building types, see Figure 14. The building burned again in 1971 when it served as the Howard Hotel, a residential hotel. "Blaze Hits City Hotel," *Spokane Chronicle,* January 9, 1971:19.

buildings on the half block facing Howard Street between Front Street and the alley between Front and Main streets were brick, with the exception of one stone building. The largest of the new 1884 buildings was the Union Block (see Figure 11).[12] Built by I.T. Benham & Sons, it was two stories in height and 140' x 80' in size. The building was estimated to cost $35,000 to build and sported cast iron columns and large display windows. It was developed by local business and professional men Moore & Goldsmith, E.G. Hyde, R.W. Forrest and Dr. J.E. Gandy.[13] Loewenberg Brothers, who sold general merchandise, and the Pantheon Saloon were among the well-known tenants (see Figure 10).

The Great Fire and rebuilding

By the year of Great Spokane Fire, the population of Spokane had increased to 20,000, fueled by mining, timber, agriculture, and water power resources. Businesses in the downtown included six banks, 12 blacksmiths, 15 barbers, four cigar factories, ten lunch counters, 16 restaurants, three theaters, 30 groceries, 30+ real estate offices, and more than 40 saloons.[14] Fire broke out on August 4, 1889 beginning in a row of frame buildings adjacent to the Northern Pacific tracks; it destroyed 32 city blocks of the downtown business district.[15]

Historians have repeatedly remarked on how quickly Spokane rebuilt after the 1889 fire.[16] In the souvenir booklet for Spokane's 1890 Northwest Industrial Exposition just a year after the fire, the authors bragged that about 100 new elaborate brick, masonry, and terra cotta commercial buildings had been constructed in the downtown, many designed by prominent architects.[17] Despite or maybe because of its rapid recovery from the fire, Spokanites were wildly optimistic about the city's future: "Real Estate Transfers in 1889 were $18,507,525, which far exceed Portland, Seattle or Tacoma. This year [1890] the realty market promises to be still better. Many millions of dollars will be expended during this season in improvements, and everything points to the fact that 1890 will be the greatest year ever known in our history."[18]

The first map Sanborn Fire Insurance map created in the post-fire era is dated January 1890 and shows the present Union Block, which occupied the same two lots that it does today (see Figure 13). The only other buildings on the half block were a four-story building at the corner of Howard and Front streets and a small, three-story shop facing Front. The next map, dated 1891, shows that Spokane was still making fast progress on rebuilding. The three story, two-lot Union Block housed wholesale goods. At the southeast corner of Front and Howard streets was the four-story Loewenberg Block, which was a wholesale dry goods business. To the rear of the two buildings was the Alliance building, which contained nine shopfronts, three facing Front Street, three facing the north-south alley in back of the Union and Loewenberg blocks, and three facing

---

[12] "Downtown was made of building blocks," February 11, 1988:49.
[13] *The Spokesman-Review,* January 5, 1884:5. "Built First Brick Block in Spokane," *Spokane Chronicle,* October 29, 1929:3.
[14] Linda Yeomans, *Spokane Register of Historic Places Nomination, Bennett Block,* January 21, 2015:11, quoting William Stimson in *A View of the Falls: an Illustrated History of Spokane.*
[15] Craig Holstine, *National Register of Historic Places Multiple Property Documentation Form, Single Room Occupancy Hotels in the Central Business District of Spokane, WA, 1900-1910,* September 14, 1993:Section E, Page 4.
[16] Laura Arksey, "Great Spokane Fire (1889)," *HistoryLink.org,* March 20, 2006.
[17] "Spokane History," *Downtown Spokane Heritage Walk,* https://www.historicspokane.org/HeritageTours/downtown/history.html, accessed July 2025.
[18] "Real Estate Transfers," *The Spokesman-Review,* August 5, 1890:11.

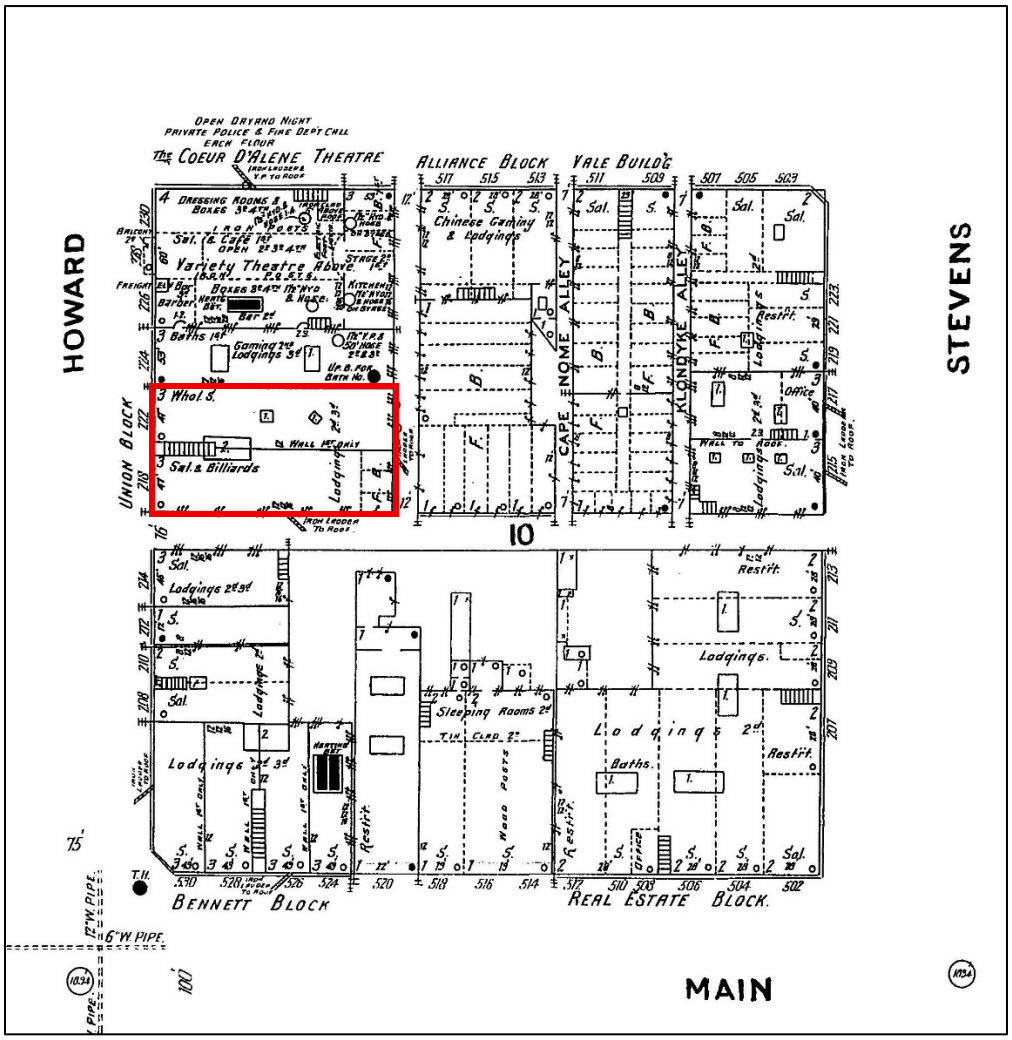
the rear east-west alley just south of the Union Block. At this time, the south half of the subject block, across an alley and facing onto Riverside Avenue, is a row of single-lot shops that make up the Bennett Block, the Varsity Theatre, an unnamed building, and the "Real Estate Block."

20th century Spokane

The recovery from the 1889 fire had been financed largely by Dutch bankers and the Hypotheek Bank, who foreclosed on many buildings during the Panic of 1893. The Dutch sold out to new local investors, who soon began a second building spree after the post-fire building spree.[19] Developers were able to rebuild with funds gained from the mines, which they invested in real estate and commercial development.[20] Between about 1900 and about 1912, "a great flurry of construction created a modern urban profile of office buildings, banks, department stores, hotels, and other commercial institutions concentrated in an area between the Spokane River to the north and the original Northern Pacific tracks at the base of South Hill."[21] By the end of the boom Spokane had a population of 104,402, triple its population of 36,848 in 1900. However, the following decade, from 1910 to 1920, the Spokane population only gained 35 people.[22]

By the date of the next Sanborn Fire Insurance map, which was 1902, the entire block on which the Union Block is located was densely developed (see Figure 14). At that time the block was defined by Howard Street on the west (as it is today), Front Avenue on the north, Stevens Street on the east, and Main Avenue on the south. An east-west alley separated north and south halves of the block (as it does today), and three additional alleys ran north-south within the north half of the block. The two easterly north-south alleys were named Cape Nome Alley and Klondike Alley; they were only 7' wide. The four-story Coeur d'Alene Theatre was located at Howard Street and Front Avenue and faced north (see Figure 14).

[19] Meinig, "Spokane and the Inland Empire," 39.
[20] Meinig, "Spokane and the Inland Empire," 39.
[21] Meinig, "Spokane and the Inland Empire," 19.
[22] "Demographics," *Spokane, Washington,* https://en.wikipedia.org/wiki/Spokane,_Washington#Demographics, accessed July 2025.



The 1890 Union Block in 1902

The subject property housed a wholesale business on the north ground floor and a saloon and billiards on the south ground floor (addressed as 222 and 218, respectively); the top two floors contained lodgings. The remainder of the block was made up of “Chinese gaming” and “female boarding” lodgings in two-story buildings with the exception of an office, restaurant, and saloon facing onto Stevens Street. The south half of the block was also densely developed, mostly with shops and saloons on the ground floor and lodgings above. The block to the north (where the Rotary Fountain is today) contained Spokane’s 1894 Romanesque Revival City Hall, City Fire Department, and City Jail.

The 1910 Sanborn Fire Insurance map shows that the block on which the subject building is located was very densely developed, as were neighboring blocks. The six-story Coeur d’Alene Hotel (two floors had been added) was located at the corner of Front Avenue and Howard Street. The subject building had two 47’ wide shops on the ground floor addressed as 218 and 222, separated by a narrow frontage addressed as 218 Howard Street that led to the stairs to the upper floors. Most of the buildings on the block were two stories in height. In addition to

shops and lodgings (and one Japanese hand laundry), two moving pictures houses were located on the block.

The last two available Sanborn maps are dated 1950 and 1953. They show that both the north and south halves of the subject block were densely developed. In 1950 the south half of the subject building housed the "Military Police Headquarters (see Figure 17)." There was a shop in the north half. The six-story Hotel Coeur d'Alene to the north was still in place. Another use on the north half of the block was the American Volunteers Social Center and Library. Many of the other uses on the half block were shops and restaurants in two- and three-story buildings. There was only one north-south alley.

Today the three-part building on the south half of the block that faces onto Howard Street is the Bennett Block, which is listed in the Spokane Register of Historic Places.[23] The adjacent building to the east of the Bennett Block is the ca. 1924 Ritz Theater. The small building adjacent to the Ritz Theater is dated 1891 but was remodeled for a modern appearance in ca. 2014. The east half of the entire block is vacant and used for surface parking.[24]

The Union Block in 1937

The earliest detailed photograph of the 1890 Union Block found in the course of research is dated 1937.[25] Although the building suffered another fire in June 1971, the upper stories on the front façade remained intact as built, based on this photograph, until 2021, when interior demolition work on the upper two floors, followed by window replacements in about 2023, was undertaken on the building. The ground level frontage as shown in 1937 likely reflects its early appearance, although the storefronts on either side of the entry are different, which may indicate a change before 1937. The centered entry to the upstairs is within a shallow-arched opening under an enclosed gable, finished in clay tile and surmounted by paired, two-over-two-light windows. The double doors have eight lights in each leaf.

The storefront to the right (south) in this photo has a centered, recessed entry. To each side are large display windows above a low bulkhead. The storefront ensemble is surmounted by a six-light transom window. Cast iron columns with ornate capitals frame the entry and form divisions within the transom. The storefront to the left (north) also has a centered recessed entry. Large display windows flank this entry, with "Café" spelled out on the left window and "Wine" spelled out on the right side. The bulkhead is higher here and appears to be tiled. The transom is made up of 18 lights.

[23] Linda Yeomans, *Spokane Register of Historic Places Nomination, Bennett Block,* January 21, 2015.
[24] A significant amount of new surface parking was created to serve Expo '74.
[25] Building at 218 N Howard, Libby Studio Photograph Collection, Museum of Art and Culture, L87-1.111947-37, date taken: June 5th, 1937. No commensurate photos are available for the side and rear facades.

The 1890 Union Block in 1937

The Union Block in 1971

In 1971 the Union Block building housed the Howard Hotel. In June 1971 a fire at the hotel began in the "Fat Jack Tavern" in the southwest corner of the building and traveled to the third floor. At this time, the ground floor of the Howard Hotel also served as a dining room for the Coeur d'Alene Hotel next door. The upper floors served as sleeping rooms and had 26 occupants the night of the fire.[26]

In 1972 the building was sold for under $100,000, according to a February 20, 1972 newspaper article.[27] At this time the upper floors appeared as they had earlier, as did the entry to the upper floors. The storefront on the left, however, was flush with the building façade and included a double, aluminum-frame door with full-height glass (the storefront on the right was not visible in the photograph).

[26] "Blaze Hits City Hotel," *Spokane Daily Chronicle,* June 9, 1971:19.
[27] "Downtown Building Sold," *The Spokesman-Review,* February 20, 1972:51.

The Union Block ca 1972

A May 1972 article announced that the building was being remodeled to reflect "the elegance of the past with the efficiency of the present," and the remodel would cost $200,000.[28] The south side of the building would be a Taco Time and the north side would house Myke's West, a men's clothing store. The wood beams and brick walls of the ground floor were exposed at this time for "a better interior atmosphere" and to offer "a touch of the past."[29] The upper floors were to contain offices; the architect was E. Norman Sylvester Associates. A rendering of the new building façade was published in the May 4, 1972 issue of the *Spokane Chronicle.* The proposed ground floor had the same appearance as it does today (see Figure 18).[30]

Summary

While the appearance of the Union Block has remained largely the same until its recent renovation in 2023, the commercial uses at the ground floor of the Union Block building have changed over time. Atticus, a gift store and coffee shop at 222 N. Howard on the north side of the building, has been in place since 2009. The Steelhead Bar & Grill, a restaurant at 218 N. Howard on the south side of the building, has been in place since at least 2006, about the time Taco Time moved out. One interesting business that was in place at 222 N. Howard for several years beginning in 1982 was the Four Seasons Coffee Co, owned by Tom Hutchison. This business introduced espresso coffee, coffee roasting, and culinary classes to Spokane in the

[28] "Remodeling of Old Hotel Under Way," *Spokane Chronicle,* May 3, 1972:10.
[29] "Woman to Head New Restaurant," *The Spokesman-Review,* August 3, 1972:5.
[30] "Building Redecorated," *Spokane Chronicle,* May 4, 1972:10.

1980s. An interesting fact about the building in 1984 is that murals dating from when the basement of the building was a speakeasy in the 1920s still existed and was one of the few traces from this era left in Spokane.[31]

The most recent sale of the building occurred in 2021.[32] The ground floor of the Union Block appears today as when it was remodeled in 1972. The two upper floors of the interior were remodeled in 2023 with the addition of eight apartments in place of the former Single Room Occupancy (SRO) units. New windows were added throughout the building ca. 2023.[33] For a detailed description of the building's current appearance, see Section 7.

ARCHITECTURAL CONTEXT

The Richardsonian Romanesque style

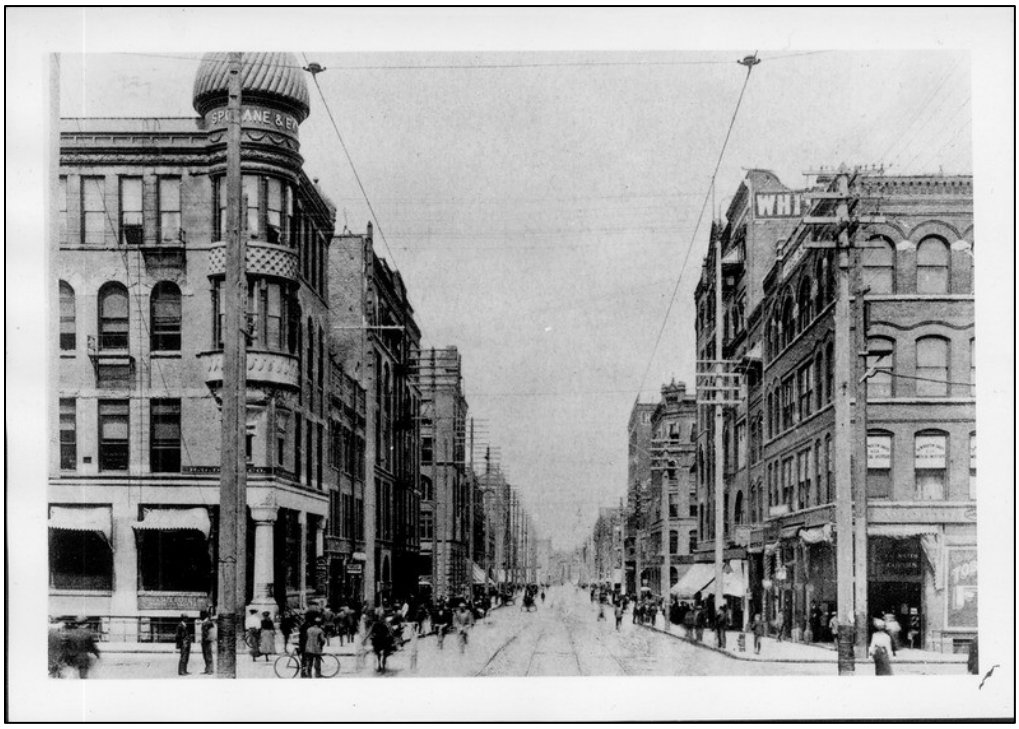
The Union Block displays elements of the Richardsonian Romanesque style, which according to some architectural historians followed on the Romanesque Revival style, although the names of the styles are also sometimes used interchangeably.[34] Spokane's 1894 City Hall, Fire Station and Jail, built just a half block north of the Union Block (the site of the Rotary Fountain today) is perhaps Spokane's most spectacular example of the Romanesque Revival style. Designed by prominent architect Willis A. Ritchie, it was unfortunately demolished in 1913 to make way for Union Station.[35]

The Richardsonian Romanesque style was popular in the US from 1880 to 1900 and beyond. It was often seen in civic buildings and churches, but also can be seen in Spokane's downtown buildings from the post-fire rebuilding era in these vernacular commercial buildings.

Overall, a Richardsonian Romanesque building will have a simpler form than a Romanesque Revival building, and simpler architectural details, relying on the use of materials, colors and textures for embellishment, whereas a Romanesque Revival building might have a more complex form, complex roof forms, and towers and similar features. In contrast to a freestanding building, the Richardsonian Romanesque commercial buildings in Spokane had flat roofs and partywalls. Windows often have one-over-one-lights and may be individually placed, placed in pairs, or grouped, and were vertically aligned.

---

[31] "The seamy side of old Spokane," *The Spokesman-Review,* March 4, 1984:60. These murals are still extant.
[32] A previous sale occurred in 2009.
[33] Windows and doors on the east side of the building had previously been replaced in 1974.
[34] See for example, Cyril M Harris, *American Architecture, An Illustrated Encyclopedia.* New York, NY: W. W. Norton & Company, 1998:276.
[35] Note that Ochsner and Anderson refer to this building as Richardsonian. Jeffrey Karl Ochsner and Dennis Alan Andersen, *Distant Corner, Seattle Architects and the Legacy of H.H. Richardson.* Seattle, WA: University of Washington Press, 2003:276.



Vernacular commercial buildings, Howard Street, ca 1890-1900

The most easily recognized element seen in both the Romanesque Revival and Richardsonian Romanesque style is the use of round-arched (or semi-circular arched) openings for doors and windows or round arches in combination with flat arches on building facades (see for example the Bennett Block at 530 W. Main Street). The use of this element, as well as other arched openings, can be seen in the buildings that make up Spokane's downtown streets that were rebuilt after the 1889 fire, including the Union Block, although the Union Block makes use of segmental (or curved) and elliptical arches, rather than round arches.[36]

Spokane's buildings that were designed and constructed after the 1889 fire might be called vernacular commercial buildings with some Richardsonian Romanesque details (see Figure 19). They are typically brick with stone detailing, often using rusticated stone to add visual weight to the building, although the Union Block, which is a brick masonry building, utilizes smooth sandstone as an accent.

The Union Block is distinctive for its use of elliptical arches and the way in which the pilasters and (nearly) flat arches reinforce the four window bays. The tall cornice with its row of recessed panels above the dentil course is also distinctive, as is the emphasis on the central entry, which is reinforced by the centered detail at the cornice and the double pilasters. Historically, before 1971-72, the ground floor level with its two retail bays contrasted with the upper two levels. After the remodel, elliptical arches and brick cladding repeated the elements of the upper level at the ground level and carried the line of the pilasters to the ground. This creates a different appearance to the building but it is not uncommon for the ground level of a building with retail

[36] Note that the use of segmental arches is common in brick masonry buildings contribute to the structural integrity of the building.

uses at the ground floor to see changes over time. The three part windows at the second level and the single-light windows at the third level of the building contrast with the one-over-one-light windows that were in place on the building historically and that are typical of commercial buildings of this era. These are not character-defining features.

Architect Herman Preusse (1847-1926)

Herman Preusse, the first professional architect to practice in Spokane, was the designer of the 1890 Union Block.[37] Preusse was born in 1847 in Hanover, Germany. After his early education, when he studied engineering, he gained architectural experience working for his stepfather, well-known architect Wilhelm Mehl, for three years. He then (about 1894) took on his studies in architecture at the College for Applied Science and Art in Holzminden, Germany, Germany's first school of architecture.[38]

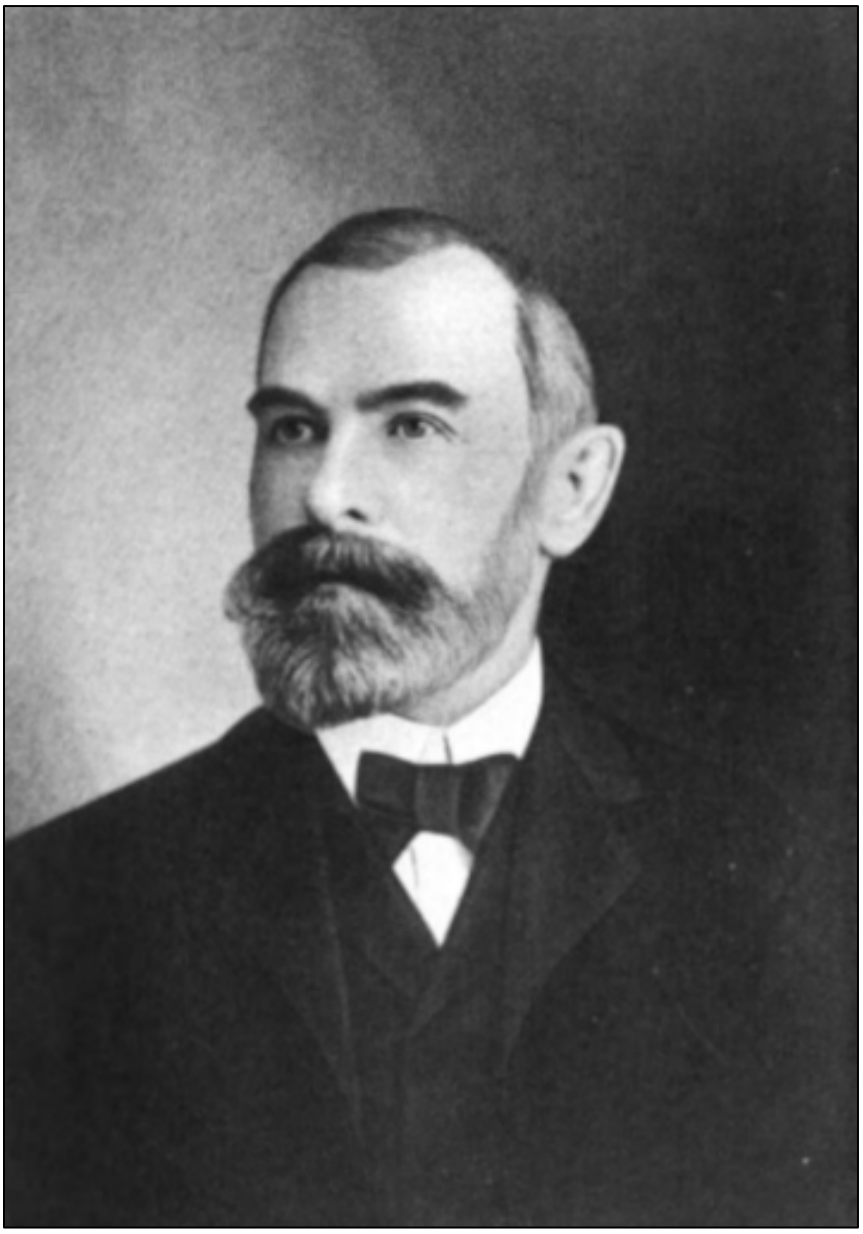
Preusse's university recommended him for his first professional project, to supervise the construction of the Bessemer steel works at Osnabruck, Germany.[39] After completing this project he immigrated to New York at the age of 23, arriving in June 1870. He then traveled to Chicago, where he worked for the North Chicago Rolling Mills, which supplied the railroad industry in the 1870s and 1880s, at about the time they installed a Bessemer furnace.[40] He left Chicago in 1871 for health reasons, after the Great Fire of 1871, then worked for a period of time in San Bernadino, California. And after making stops in San Francisco, Sterling, Kansas, and Kansas City, Missouri, Preusse ventured to Spokane in 1882 to further his career.[41]

In 1883, when the Northern Pacific Railroad successfully constructed a line that connected Spokane with Chicago and beyond, Spokane's officials sought an architect to assist with the design of new downtown commercial buildings that would boost its image as 'a progressive and prospering city.'[42] Fortuitously, they found assistance in achieving their goals in Herman Preusse.

Preusse had a successful career in Spokane before the Great Spokane Fire. He was credited in the 1912 *History of the City of Spokane and Spokane County Washington* as 'contributing perhaps more largely to the upbuilding of Spokane in his line of business than any other one man.'[43] When a fire destroyed buildings at the location of the future 1884 Union Block, the site was rebuilt into the largest commercial block in downtown at that time and Preusse moved his office into the building (see Figure 11). At the time the newspaper said of him, "He has

---

[37] Lisa Kalhar Melton, "Herman Preusse, Spokane's First Architect: His Commercial and Public Buildings," M.A. Thesis, University of Oregon, June 2001:2.
[38] Herman Preusse (Architect), Pacific Coast Architecture Database, https://pcad.lib.washington.edu/person/3448/, accessed July 2025.
[39] "Herman Preusse," *Spokane and the Spokane Country Pictorial and Biographical De Luxe Supplement,* Vol 1. Spokane, WA: The S.J. Clarke Publishing Company, 1912:261.
[40] Herman Preusse (Architect), Pacific Coast Architecture Database, https://pcad.lib.washington.edu/person/3448/, accessed July 2025.
[41] "Herman Preusse," *Spokane and the Spokane Country . . .* 261.
[42] Stefanie Pettit, "Landmarks: Spokane's first architect left mark on city," *The Spokesman-Review,* June 5, 2014. See also Lisa Kalhar Melton, "Herman Preusse, Spokane's First Architect: His Commercial and Public Buildings," M.A. thesis, University of Oregon, June 2001:2.7.
[43] "Herman Preusse," *Spokane and the Spokane Country Pictorial and Biographical De Luxe Supplement,* Vol 1. Spokane, WA: The S.J. Clarke Publishing Company, 1912:261.



Herman Preusse, architect for the 1890 Union Block

supintended [sic] the construction of some of our finest blocks, which stand as evidence to his proficiency."[44]

Most, if not all, of Preusse's downtown buildings were destroyed in the 1889 fire, which left 32 blocks of the downtown area in rubble. Despite this setback, he went on to hold the distinction of

[44] [H. Preuss], *The Spokesman-Review,* March 8, 1884:3.

undertaking more contracts for buildings in the years directly after the fire of 1889 than any other architect in the city.[45]

Preusse entered into a partnership with Julius Zittell in 1893. From this point on, Preusse continued to design buildings on his own and with Zittell, who also served as the Washington State Architect in this time frame. It is from this post-fire era of his career and his partnership with Zittel that we know the most about his architectural production.

In his 1926 obituary and in the 1912 profile of Preusse in *Spokane and the Spokane Country Pictorial and Biographical De Luxe Supplement*, buildings by Preusse were noted as the Auditorium Building, the Jamison Block, the Blalock Building, the Fernwell Block (SRHP, listed in 1986), the Granite Building, the Ziegler Building, and the Victoria and Pacific hotels, among others.[46]

Naturally Preusse's works constructed after the 1889 fire are the most available for study, as his own work and his and his partner Julius Zittell's buildings from this era are more likely to have survived.[47] Another good source of information on Preusse's works is the Pacific Coast Architecture Database (PCAD), which includes detailed histories of some individual buildings and demolition dates when known.[48] This resource also has the advantage of listing buildings in locations outside of downtown Spokane, such as the Carnegie Library in Ritzville, and other resource types, such as residences.

Additional sources of information about buildings by Preusse or Preusse and Zittell are are found in Sally Woodbridge and Roger Montgomey's *A Guide to Architecture in Washington State*[49] and Lisa Kalhar Melton's M.A. thesis from the University of Oregon entitled, "Herman Preusse, Spokane's First Architect: His Commercial and Public Buildings."[50] The following is a brief description of some of his most noteworthy commercial, educational, and religious buildings in Spokane and beyond.

Preusse designed three buildings on today' s Washington State University campus for the Agricultural College, Experiment Station and School of Science (no longer extant).

Preusse was named the architect for Gonzaga University, a Jesuit university. He designed Saint Aloysius Church on the Gonzaga campus and the Cathedral of Our Lady of Lourdes for the Roman Catholic Dioceses of Spokane. Both are still extant. The cathedral is in the Riverside Avenue National Register Historic District. He also designed Holy Names Academy, which is

---

[45] Linda Yeomans, Linda, *Spokane Register of Historic Places Nomination, Bennett Block,* January 21, 2015:18, quoting EWSHS, *Seattle Skyline* . . .42.
[46] "Herman Preusse, Architect, Dies," *The Spokesman-Review,* December 11, 1926:1. Op cit, "Herman Preusse, *Spokane and the Spokane Country . . .*262. Note that some of these buildings are no longer extant, and some are known by other names today.
[47] Note that works that are listed in the 1912 *Spokane and the Spokane Country . . .*history or in his 1926 obituary may no longer be extant or may be known by other names now.
[48] "Herman Preusse (Architect)," Pacific Coast Architecture Database, https://pcad.lib.washington.edu/person/3448/, accessed July 2025.
[49] Sally B. Woodbridge and Roger Montgomery, *A Guide to Architecture in Washington State.* Seattle, WA: University of Washington Press, 1980.
[50] Lisa Kalhar Melton, "Herman Preusse, Spokane's First Architect: His Commercial and Public Buildings," M.A. thesis, University of Oregon, June 2001. Note that the University of Oregon has the most respected historic preservation program in the Pacific Northwest.

close to Gonzaga and listed on the Spokane Register. Finally, he designed the James Monaghan House, which now serves as the music building on the Gonzaga campus. Monaghan was an important pioneering historic figure in Spokane and surrounding communities.

In addition to Our Lady of Lourdes Cathedral, Preusse's Chamber of Commerce building and his Carnegie Library are also in the Riverside Avenue National Register Historic District.

Spokane's Temple Emanu-El, designed by Preusse in 1892, was the first Jewish synagogue built in the State of Washington, beating Seattle's Ohaveth Sholum by just days.[51] A wood-frame building, it was used until a new temple was built in the 1920s.

Today's Peyton Building was designed by Preusse as the Great Eastern Building and constructed in 1890, shortly after the Great Fire of 1889. In 1898 the building burned, leaving only its exterior walls and some charred interior columns. It was purchased by Colonel Isaac N. Peyton in 1898 with the intention of rebuilding it. Today's Peyton Building retains the building's 1898 exterior façade, which actually dates back to the 1890 Great Eastern Building, as it was rebuilt reusing the original walls of the early building by Preusse.[52] It therefore reflects the original design by Preusse in the Romanesque Revival style.[53] The Peyton Building and the Peyton Annex are listed as one building in the National Register and Spokane Register of Historic Places and are currently undergoing a conversion from office use to housing.

Several of Preusse's commercial buildings in downtown Spokane have been lost to redevelopment, including buildings where the STA Plaza is located today as well as the Thomas S. Foley United States Courthouse. Others have been lost to parking lots, including the Hazel-Merton Block at 2 N. Howard Street, demolished in 2004. The Fernwell Building at 503 W. Riverside is an example of a Preusse building that is still extant but has lost its built context to parking lots, which compose the rest of its block today.

Preusse buildings in proximity to the Union Block are the Lockhardt Building and the Star Hotel Building, both directly south of the Union Block across the alley. The Lockhardt Building's predecessor, the Rima Block, also by Preusse, was lost in the 1889 fire. Both the Lockhardt Building and the Star Hotel are listed in the Spokane Register of Historic Places as part of the Bennett Block today.

Herman Preusse was Spokane's first professional architect and its longest practicing architect at the end of his career. He made his name in the city before the Great Fire of 1889 and again after the fire, helping to rebuild the city along with his partner Julius Zittell. Although some of his buildings have been lost over time, many of his most important structures remain. The Union Block, along with the Lockhardt Block and Star Hotel (both part of the Bennett Block), are centrally located on N. Howard Street between W. Main Avenue and W. Spokane Falls Blvd.

---

[51] Jim Kershner, "The first synagogue in the state, Spokane's Temple Emanu-El, is dedicated on September 14, 1892," *Historylink.org,* May 2, 2008.
[52] The building exterior was rebuilt and the interior redesigned by the firm of Cutter & Malmgren.
[53] The adjacent Peyton Annex, designed by in the Commercial Style, was constructed in 1908. Michael Sullivan and Eugenia Woo, Artifacts, *National Register of Historic Places Registration Form, Petyon Building and Peyton Annex,* Section 8, Page 4, October 13, 2004.

and are all recognized by listing in the Spokane Register of Historic Places, making this an important and representative cluster of Preusse's work in downtown Spokane.

SUMMARY

The 1890 Union Block building is located in the historic heart of downtown Spokane, on N. Howard Street between what is today Spokane Falls Blvd. and Main Avenue. Located on the north half of the block and facing west, the three-story building forms a partywall with the historic Coeur d'Alene Hotel (now the Coeur d'Alene Plaza Apartments) to the north. The three-story, brick masonry structure, designed by architect Herman Preusse, has a flat, built-up roof, and a rubble stone foundation, which is typical of the post-Great Spokane Fire buildings with which it shares a legacy. It is one five historic structures on the west side of the block, while the east side is occupied by surface parking lots. One of the buildings, the Bennett Block (adjacent to the south), was historically made up of three buildings, two of which were also designed by Herman Preusse in the post-fire era. The Bennett Block is listed in the Spokane Register of Historic Places.

The west side of the north half of the block suffered a fire in 1883 and was re-built as the half-block-long Union Block, within which architect Herman Preusse, Spokane's most prominent and only technically trained architect at the time, had his office. This building burned in the Great Spokane Fire in 1889. Today's 1890 Union Block occupies two lots on the south end of what was originally the half-block Union Block. It was at this time that the building took on its present form and uses, with commercial space on the ground floor and residential spaces on the upper two floors. The building suffered another fire in 1971. The ground floor was renovated in 1972, taking on its present appearance. The building was renovated again beginning in 2021, when windows were replaced and the upper two floors remodeled on the interior. The ground floor retains largely the same appearance that it had in 1972. The building also retains the same uses.

The 1890 Union Block building is significant and eligible for listing in the Spokane Register of Historic Places under Category A in the area of Commerce for its association with the group of commercial or commercial/residential buildings that were constructed immediately after Spokane's 1889 Great Fire. The building is also significant under Category C in the area of the work of a master, for its association with the prominent Spokane architect, Herman Preusse. The period of significance is 1890, based on the construction date for the property (C) and the period of rebuilding immediately after Spokane's Great Fire of 1889 (A), to 1972, when the building underwent a renovation of the ground floor, evident mainly on the front facade. The building displays good integrity, retaining integrity of location, materials, workmanship, and association. It retains integrity of design to the date of the 1972 renovation, with the exception of the recent window replacements. Nonetheless it is one of approximately ten buildings in Spokane that reflect the important period of rebuilding after the 1889 and is set among buildings of the same era, which helps convey its significance.

Bibliography

"Aged Pioneer Architect Dies," *The Spokane Press,* December 11, 1926:2.

Arksey, Laura, "Great Spokane Fire (1889)," *HistoryLink.org.,* March 20, 2006.

Bamonte, Tony and Suzanne, *Spokane, Our Early History, Under All Is The Land.* Spokane, WA: Tornado Creek Publications and Spokane Association of Realtors Centennial, 2011.

Blumenson, John J.-G., *Identifying American Architecture* (Second Edition). New York, NY: W.W. Norton & Company, Inc., 1981 (1977).

"Demographics," *Spokane, Washington.* https://en.wikipedia.org/wiki/Spokane,_Washington#Demographics, accessed July 2025.

Emerson, Steve, *National Register of Historic Places Registration Form, Bump Block, Bellevue House, Hawthorne Hotel,* 2000.

Fahey, John, *The Inland Empire, Unfolding Years, 1879-1929.* Seattle, WA: University of Washington Press, 1986.

"The Great Spokane Fire," *The Spokesman-Review,* https://www.spokesman.com/timelines/great-spokane-fire-1889-remembering-tragedy-sparke/, accessed July 2025.

Harris, Cyril M., *American Architecture, An Illustrated Encyclopedia.* New York, NY: W. W. Norton & Company, 1998.

"Herman Preusse (1847-1926)," *Spokane City/County Spokane Historic Preservation Office,* https://www.historicspokane.org/projects/spokane-architects/herman-preusse, accessed July 2025.

Herman Preusse (Architect), Pacific Coast Architecture Database (PCAD), https://pcad.lib.washington.edu/person/3448/, accessed July 2025.

"Herman Preusse," *Spokane and the Spokane Country Pictorial and Biographical De Luxe Supplement,* Volume 1. Spokane, WA: The S.J. Clarke Publishing Company, 1912.

Durham, Nelson Wayne, *History of the City of Spokane and Spokane County Washington from its Earliest Settlement to the Present Time*, Volume II. Spokane, WA: S.J. Clarke Publishing Company, 1912.

Holstine, Craig, *National Register of Historic Places Multiple Property Documentation Form, Single Room Occupancy Hotels in the Central Business District of Spokane, WA, 1900-1910,* September 14, 1993.

Kershner, Jim, "The first synagogue in the state, Spokane's Temple Emanu-El, is dedicated on September 14, 1892," *Historylink.org,* May 2, 2008.

Mann, Joan, *National Register of Historic Places Registration Form, Hazel Block,* March 25, 2003.

Melton, Lisa Kalhar, "Herman Preusse, Spokane's First Architect: His Commercial and Public Buildings," M.A. thesis, University of Oregon, June 2001.

Mutschler, Chas V., Clyde I. Parent, and Walmer H. Siegert, *Spokane's street railways: an illustrated history.* Spokane, WA: Inland Empire Railway Historical Society, 1987.

Ochsner, Jeffrey Karl, "Willis A. Ritchie: Public Architecture in Washington, 1889-1905," *Pacific Northwest Quarterly,* Vol. 87, No. 4, Fall, 1996:194-211.

Ochsner, Jeffrey Karl and Dennis Alan Andersen, *Distant Corner, Seattle Architects and the Legacy of H.H. Richardson.* Seattle, WA: University of Washington Press, 2003.

Pettit, Stefanie, "Landmarks: Spokane's first architect left mark on city," *The Spokesman-Review,* June 5, 2014.

Roth, Leland M., and Amanda C. Roth Clark, *American Architecture, A History* (Second Edition), Boulder, CO: Westview Press, 2016.

Sipes, Lacy, "Bump Block and the Hotel Carlyle," *Spokane Historical.* https://spokanehistorical.org/items/show/333?tour=6&index=4, accessed July 2025.

Spokane Chronicle

- "Blaze Hits City Hotel," June 9, 1971:3.
- "Building Redecorated," May 4, 1972:10.
- "Built First Brick Block in Spokane," October 29, 1929:3
- Dulenty, Jim, "Fire Is Not New Event for Historic City Hotel," February 19, 1974:2.
- "Remodeling of Old Hotel Under Way," May 3, 1972:10.
- "Scooped Water from the River to Fight Fires," February 29, 1924:3.
- "Then and Now," December 1, 1997:5.
- "Try an Outlaw!" (ad), February 23, 1973:26.

"Spokane History," *Downtown Spokane Heritage Walk,* https://www.historicspokane.org/HeritageTours/downtown/history.html, accessed July 2025.

The Spokesman-Review

- "Cause of Downtown Fire Sought by Investigators," June 10, 1971:5.
- "Downtown Building Sold," February 20, 1972:51
- "Downtown was made of building blocks," February 11, 1988:49.
- "Herman Preusse, Architect, Dies," December 11, 1926:1.
- "Real Estate Transfers," August 5, 1890:11.
- "Review Had Humble Start," May 18, 1958:152.
- "The seamy side of old Spokane," March 4, 1984:60.
- "Spokane Falls Lusty Infant in 1883," July 22, 1933:23.
- "Union Block . . .," January 5, 1884:5.
- "Woman to Head New Restaurant," August 3, 1972:5.

Stratton, David H., editor, *Spokane & the Inland Empire.* Pullman, WA: Washington State University Press, 1991.

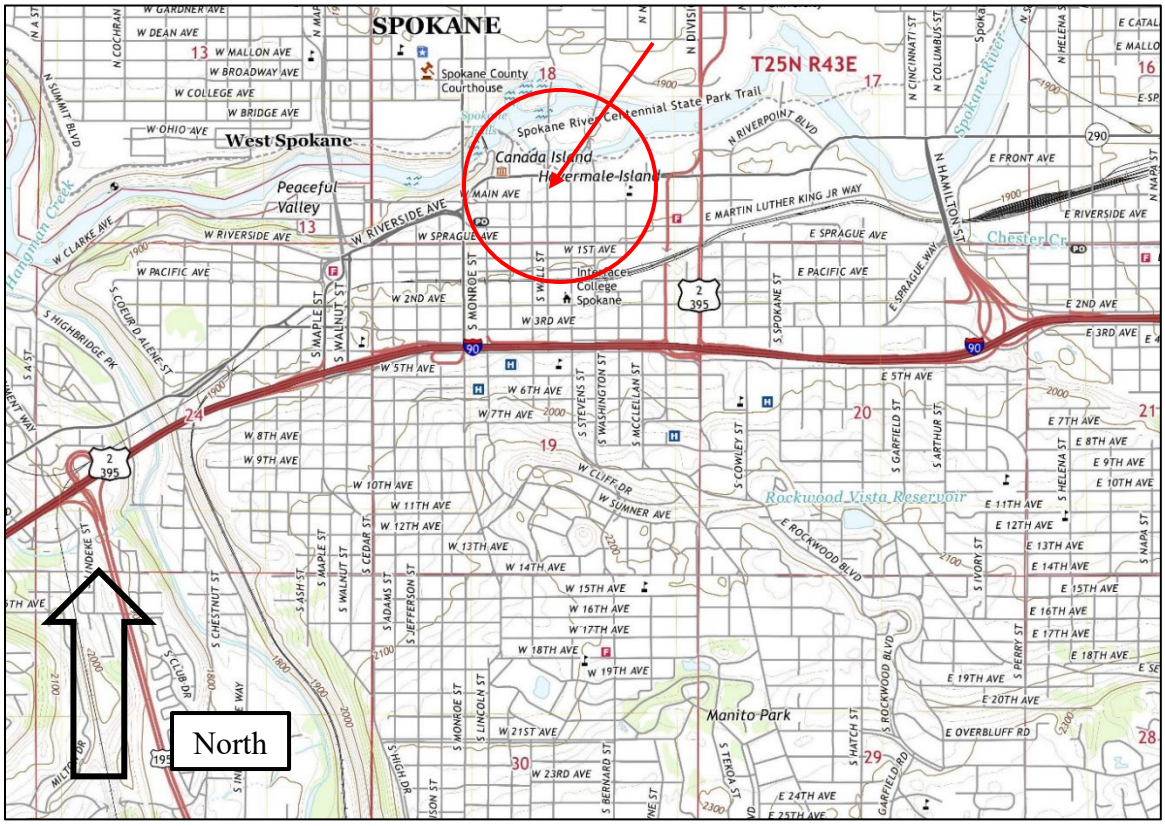
Sullivan, Michael and Eugenia Woo, Artifacts, *National Register of Historic Places Registration Form, Petyon Building and Peyton Annex*, October 13, 2004.

Wnek, Zachary, "Streetcars in Browne's Addition," *Spokane Historical,* https://spokanehistorical.org/items/show/319m, accessed July 2025.

Woodbridge, Sally B. and Roger Montgomery, *A Guide to Architecture in Washington State.* Seattle, WA: University of Washington Press, 1980.

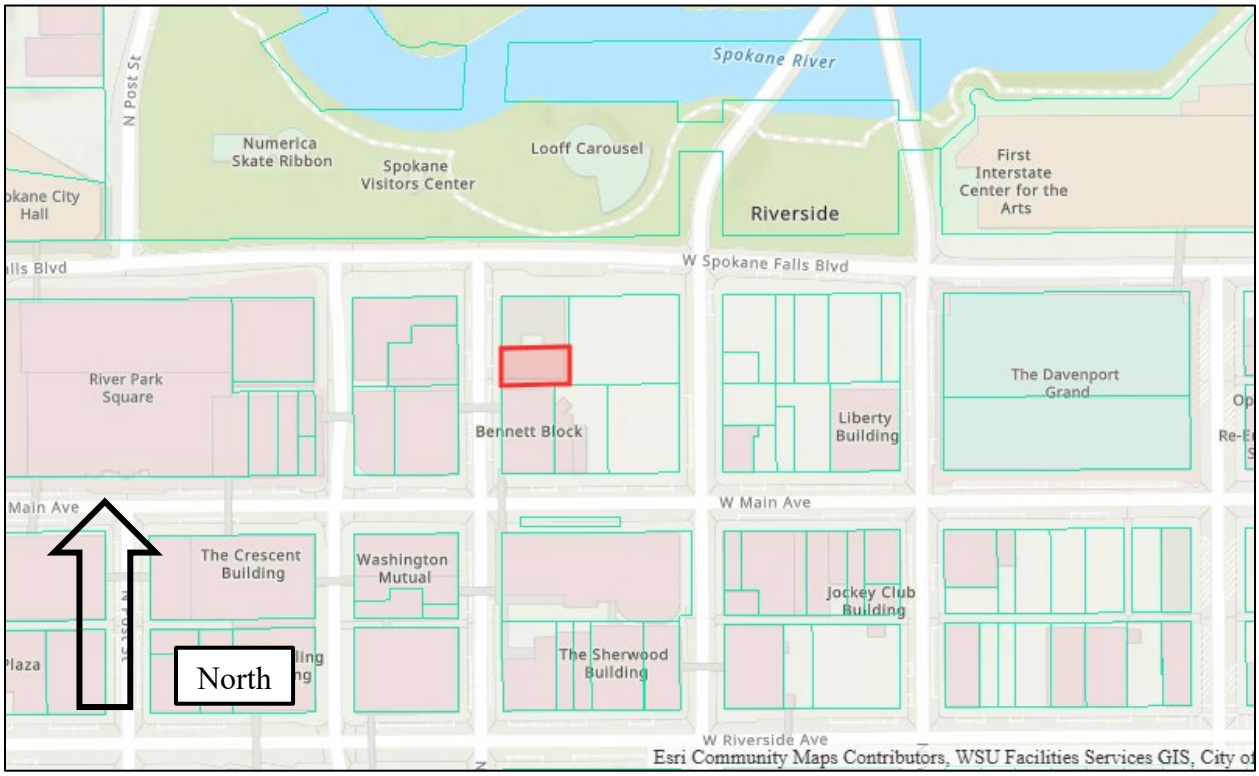
Yeomans, Linda, *Spokane Register of Historic Places Nomination, Bennett Block,* January 21, 2015.

Figure 1: Site location map, Spokane NW 7.5 minute quadrangle



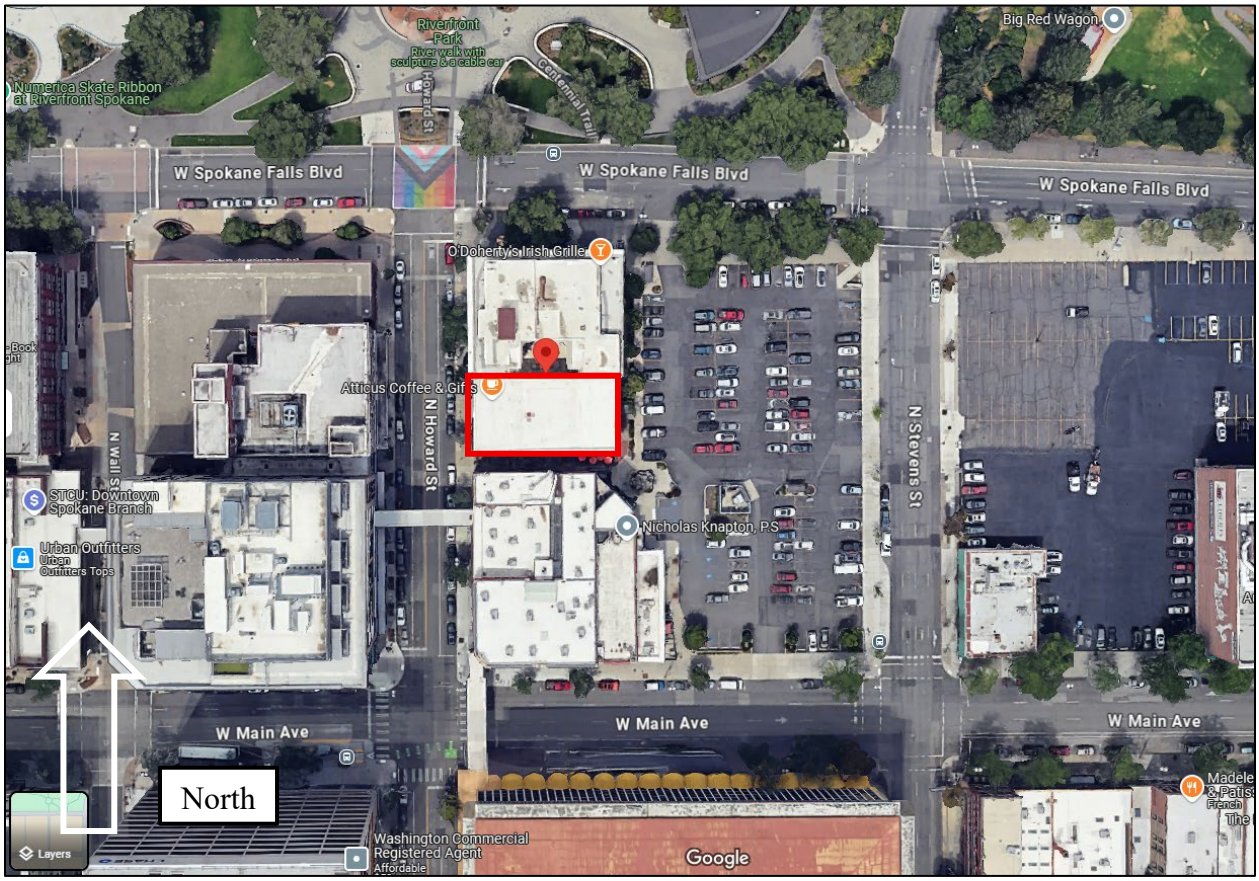
Source: USGS topographical map

Figure 2: Site parcel map



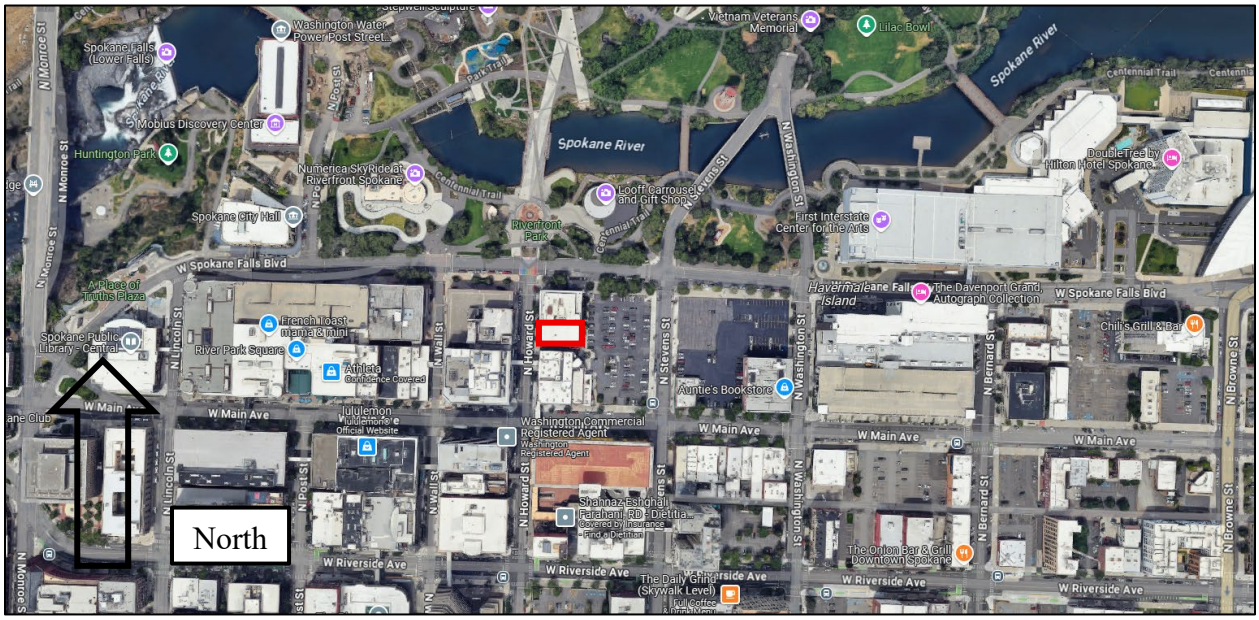
Source: Spokane County Assessor

Figure 3: Aerial site plan



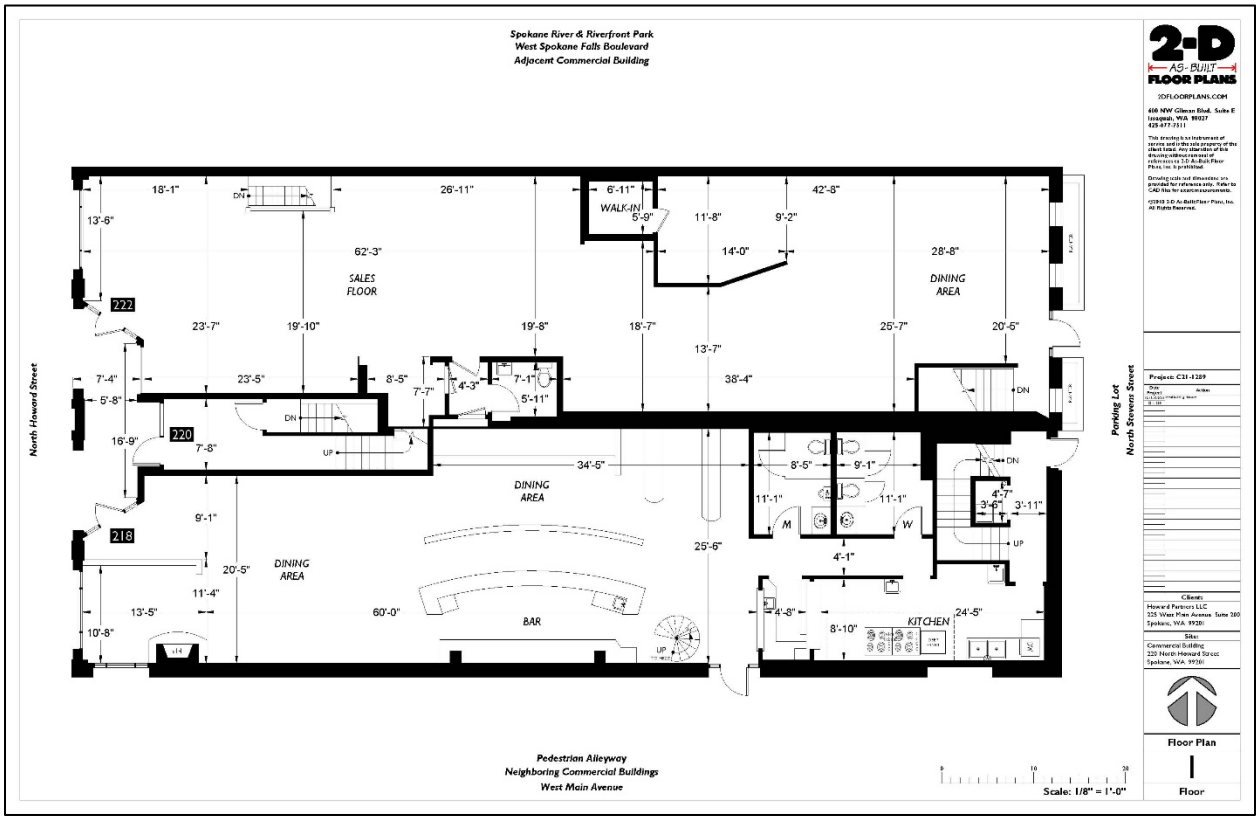
Source: Google maps

Figure 4: Neighborhood context



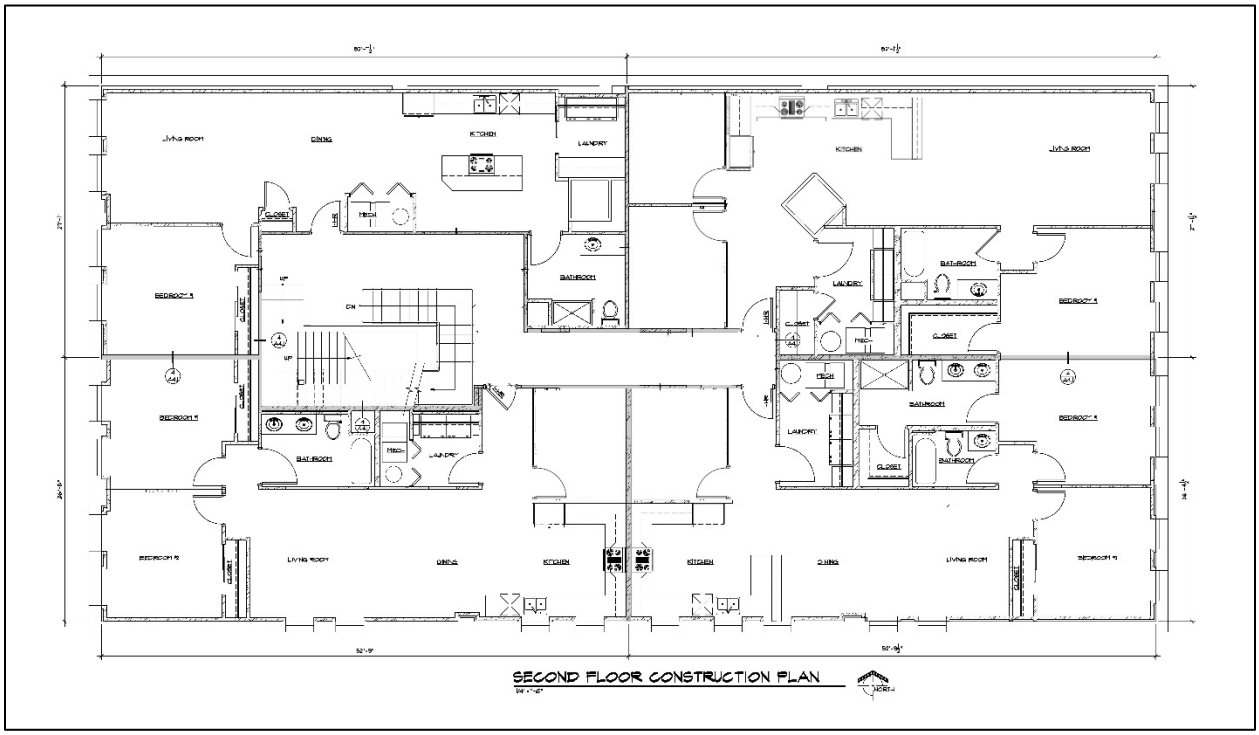
Source: Google maps

Figure 5: Ground floor of Union Block, 2021



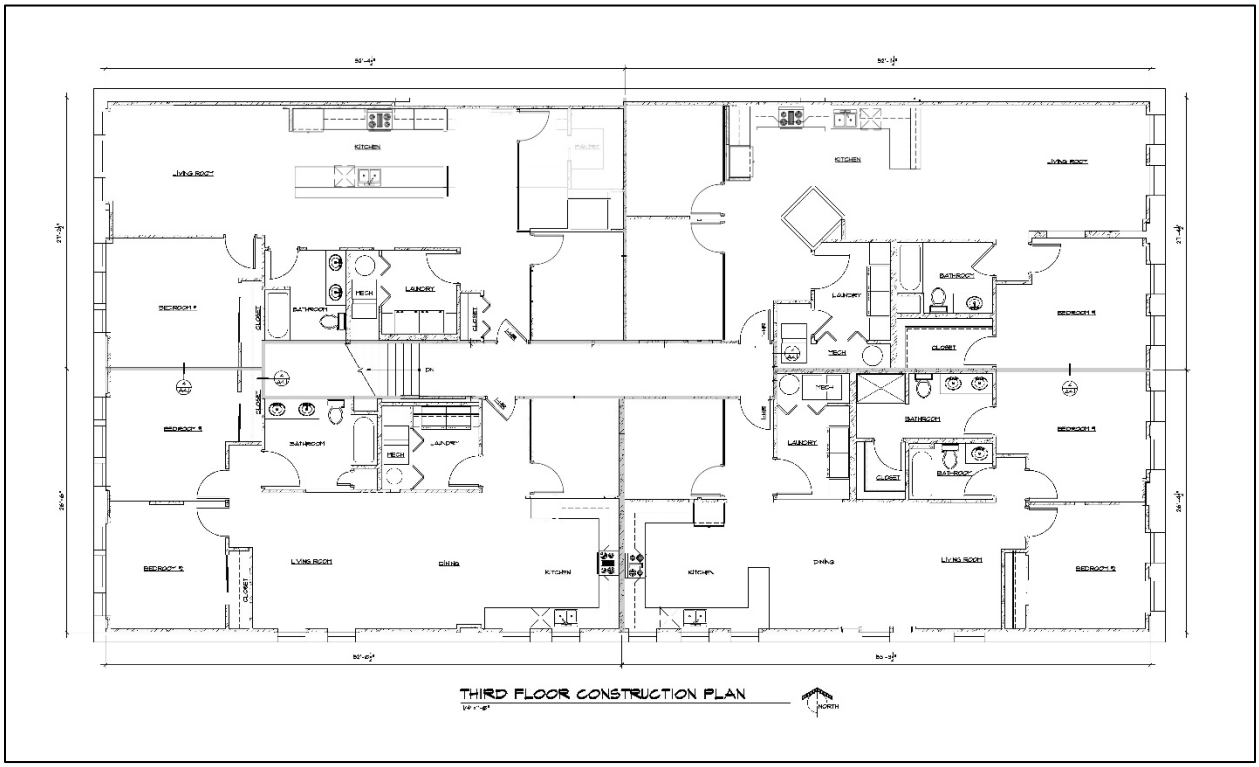
Source: Hawkins Edwards, Inc.

Figure 6: Second Floor Plan, 2024



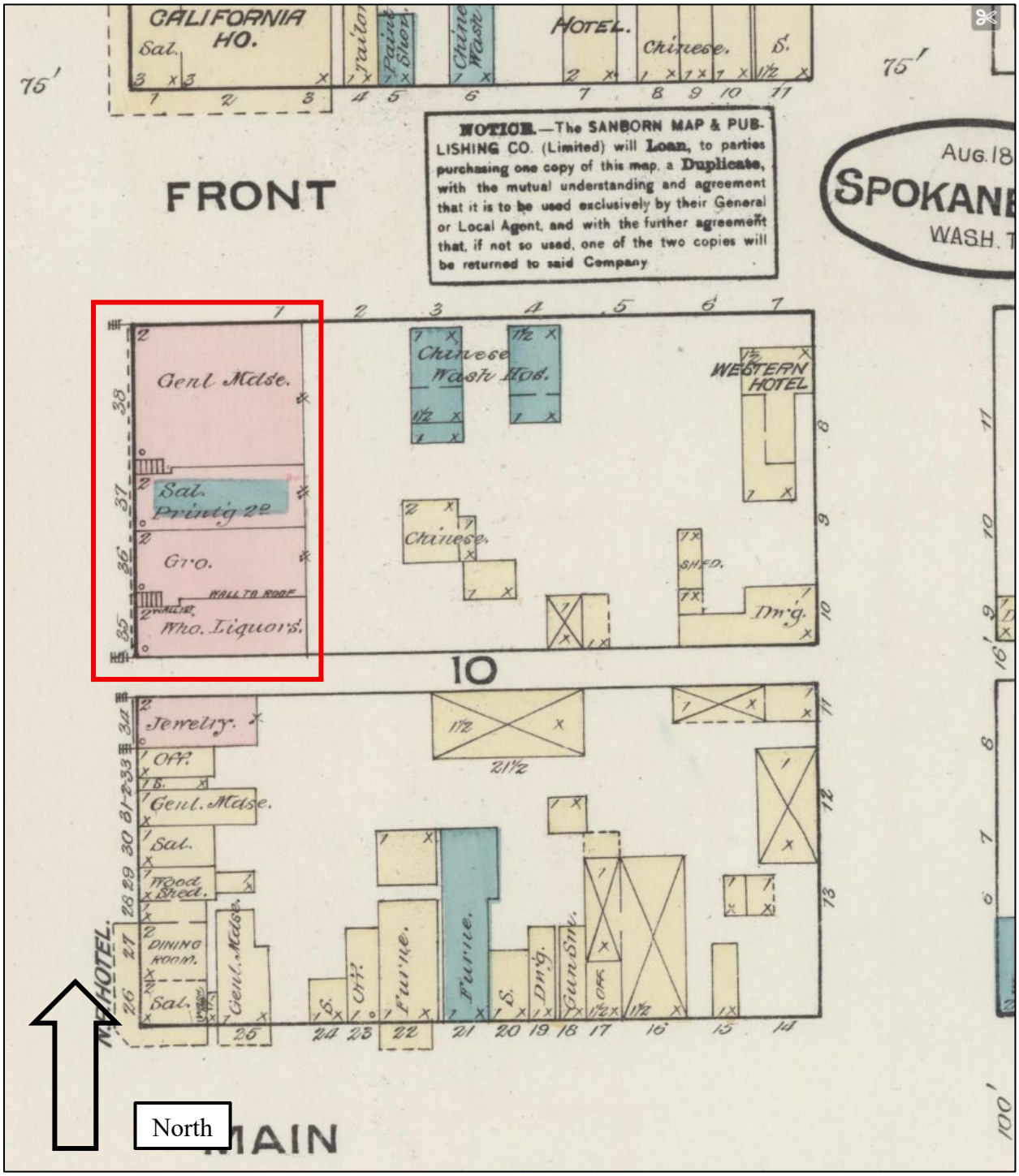
Source: Hawkins Edwards, Inc.

Figure 7: Third Floor Plan, 2024



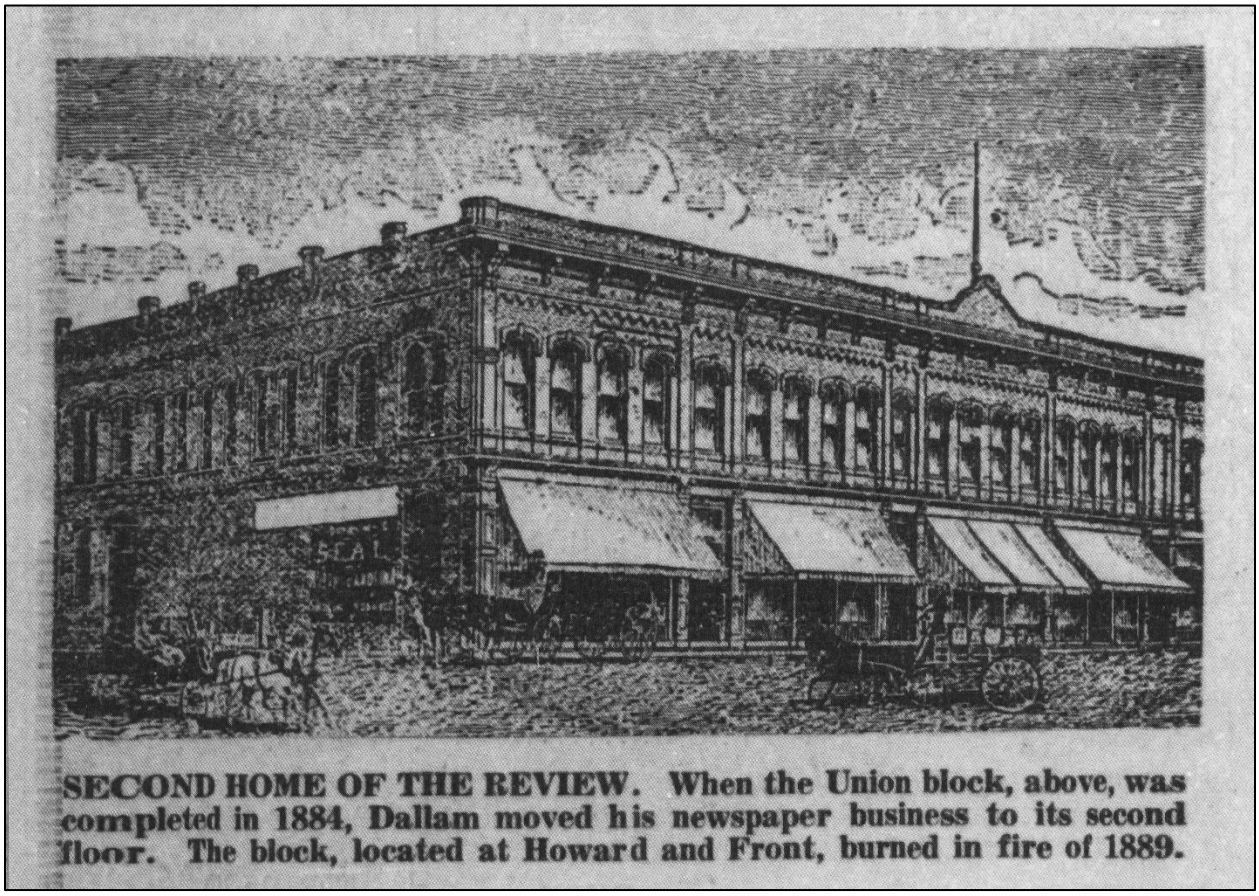
Source: Hawkins Edwards, Inc.

Figure 8: Sanborn Fire Insurance map reflecting rebuilt Union Block in 1884



Source: *Sanborn Fire Insurance map, 1884*

Figure 9: Illustration of the 1883 Union Block



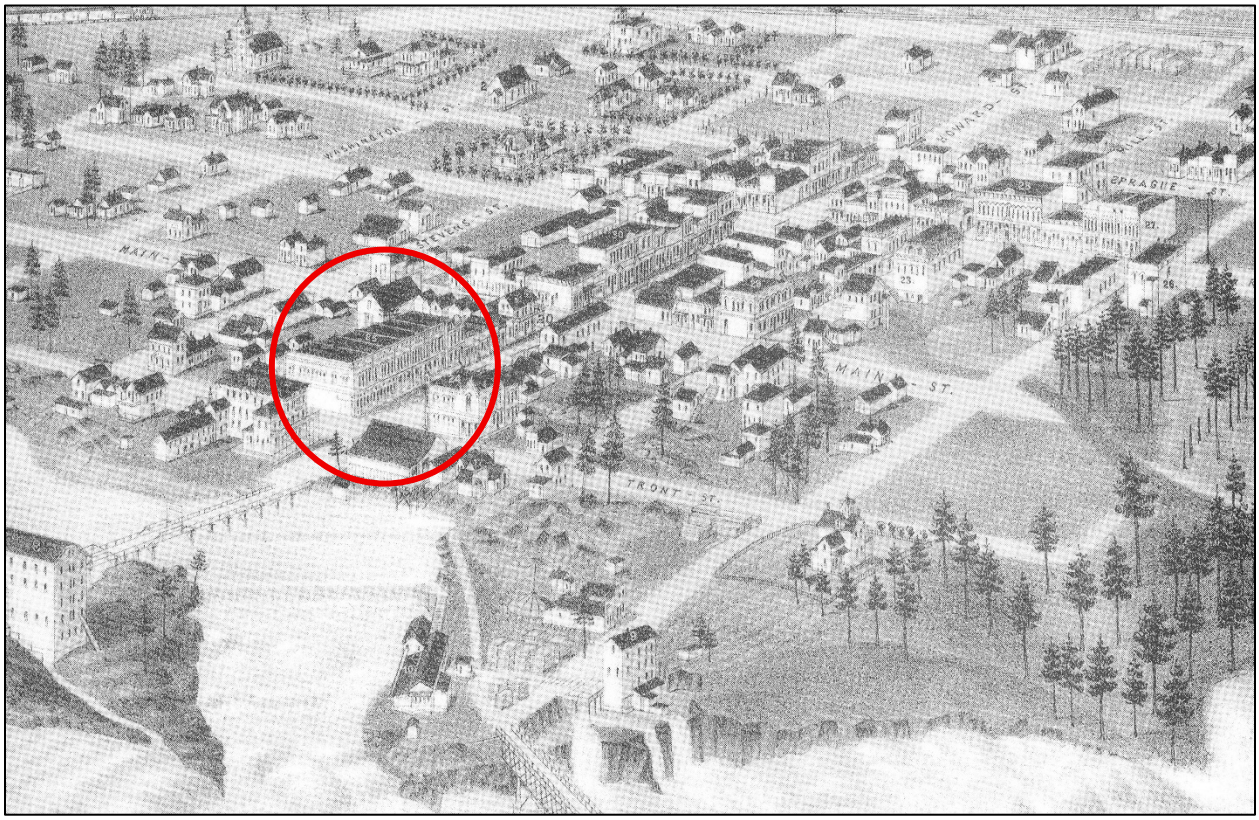
Source: The Spokesman-Review, October 24, 1951

Figure 10: The Pantheon Saloon located in the 1883 Union Block

PANTHEON
SALOON,
UNION BLOCK,
SPOKANE FALLS, - - - W. T.
C. H. DUNCAN & CO.
WILL BE OPEN ON OR ABOUT THE 15TH OF NOVEMBER, WITH
The Finest Brands of Wines, Liquors and Cigars,
SAN FRANCISCO, SACRAMENTO, PORTLAND, ST. PAUL, CAICAGO, AND NEW YORK DAILY PAPERS ALWAYS ON FILE.
MR. C. H. DUNCAN AND AL. SOMERS
PRESIDING AT THE BAR, WILL BE GLAD TO WELCOME ALL OF THEIR OLD FRIENDS.
Call and See Us. We Will Do You Good.
☞ The following daily papers will be on file: St. Paul Pioneer Press, New York Herald, Chicago Daily Times, Daily Oregonian, Portland Standard, S. F. Chronicle, S. F. Examiner, Sacramento Record Union.
☞ Weekl oPapers: S. F. Argonaut, Police News, Frank Leslie's Weekly, Harper's Weekly, S. F. News Letter, S. F. Wasp, Sunday Oregonian.

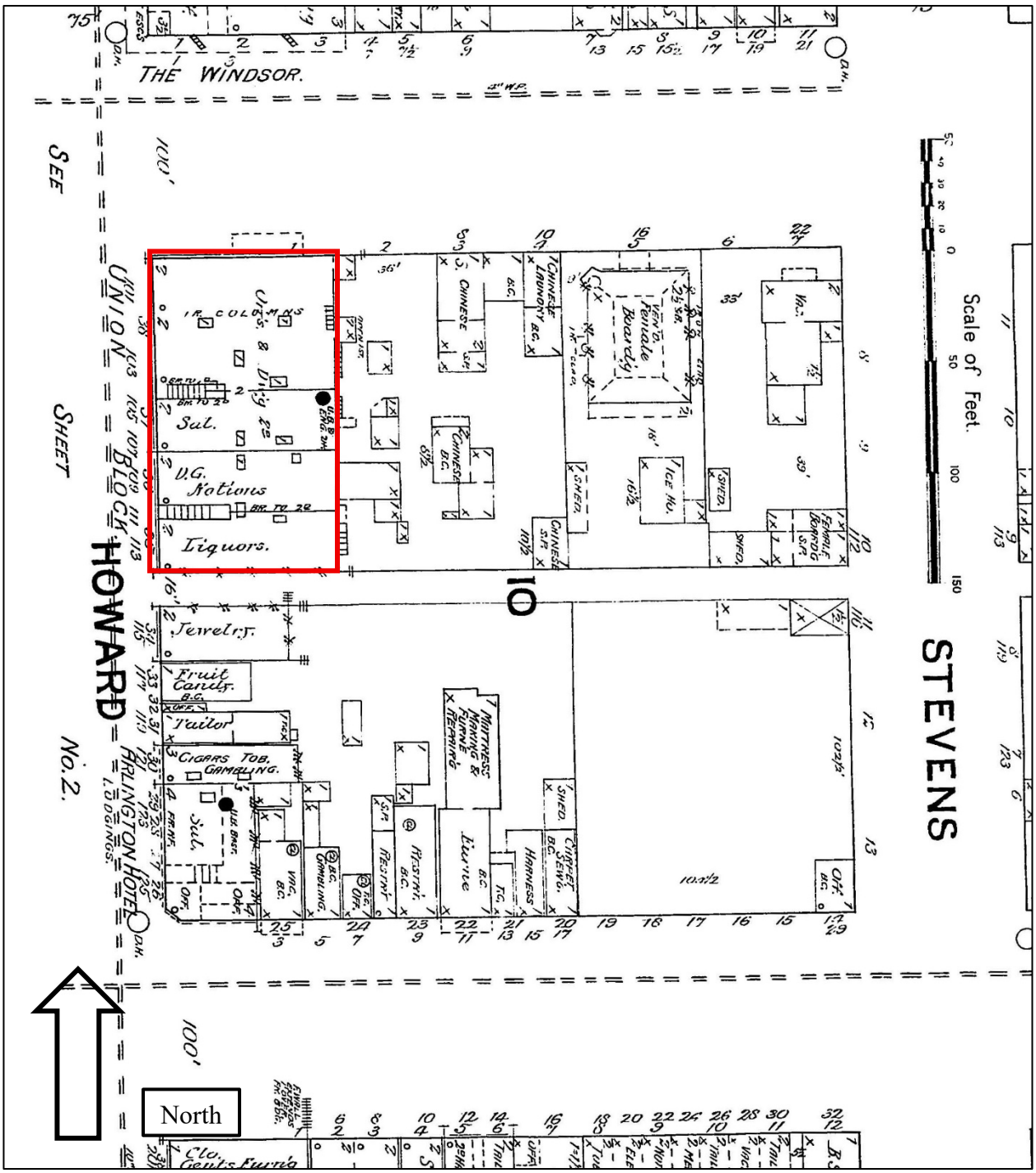
Source: The Spokesman-Review, November 10, 1883:2.

Figure 11: Bird's-eye view of the Union Block in 1884



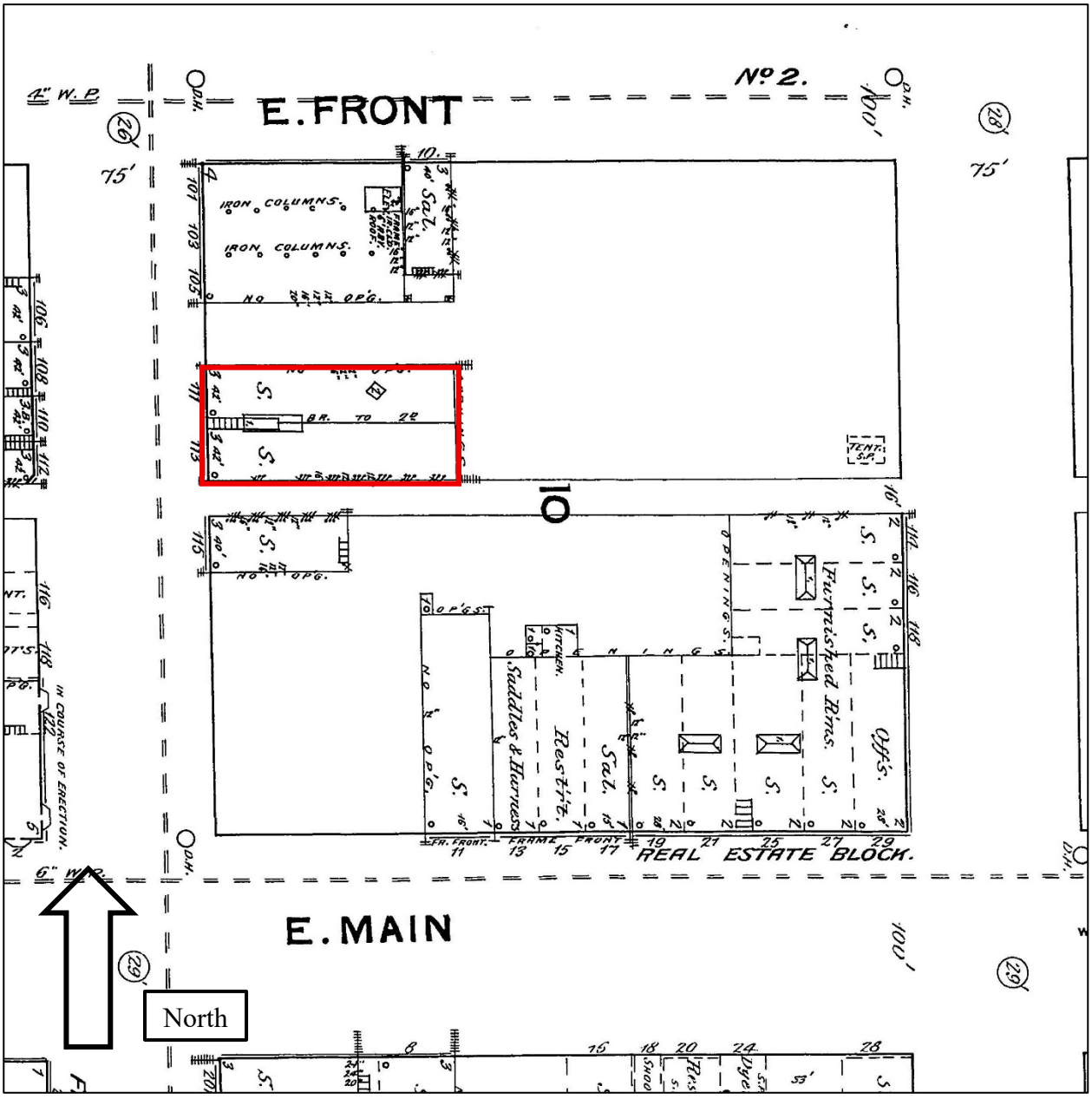
Source: Spokane, Our Early Years, Bamonte

Figure 12: Continued densification of block as seen in 1888



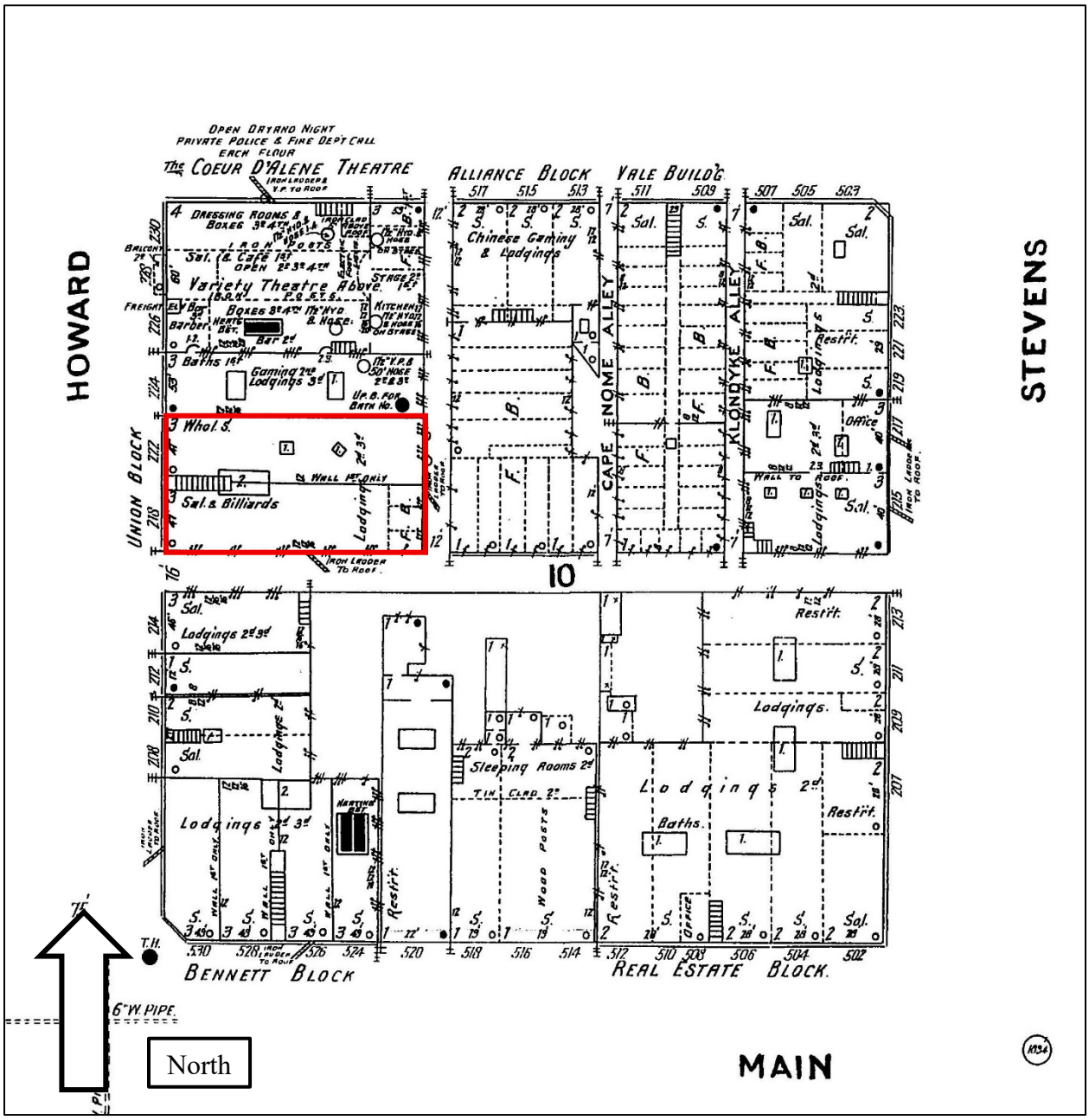
Sanborn Fire Insurance map, August 1888

Figure 13: The 1890 Union Block as rebuilt after the 1889 Spokane Fire



Sanborn Fire Insurance map, January 1890

Figure 14: The 1890 Union Block in 1902; note the Chinese Gambling and Lodgings and multiple female boarding houses along 7' alleys on the east side of the half block



Sanborn Fire Insurance map, 1902

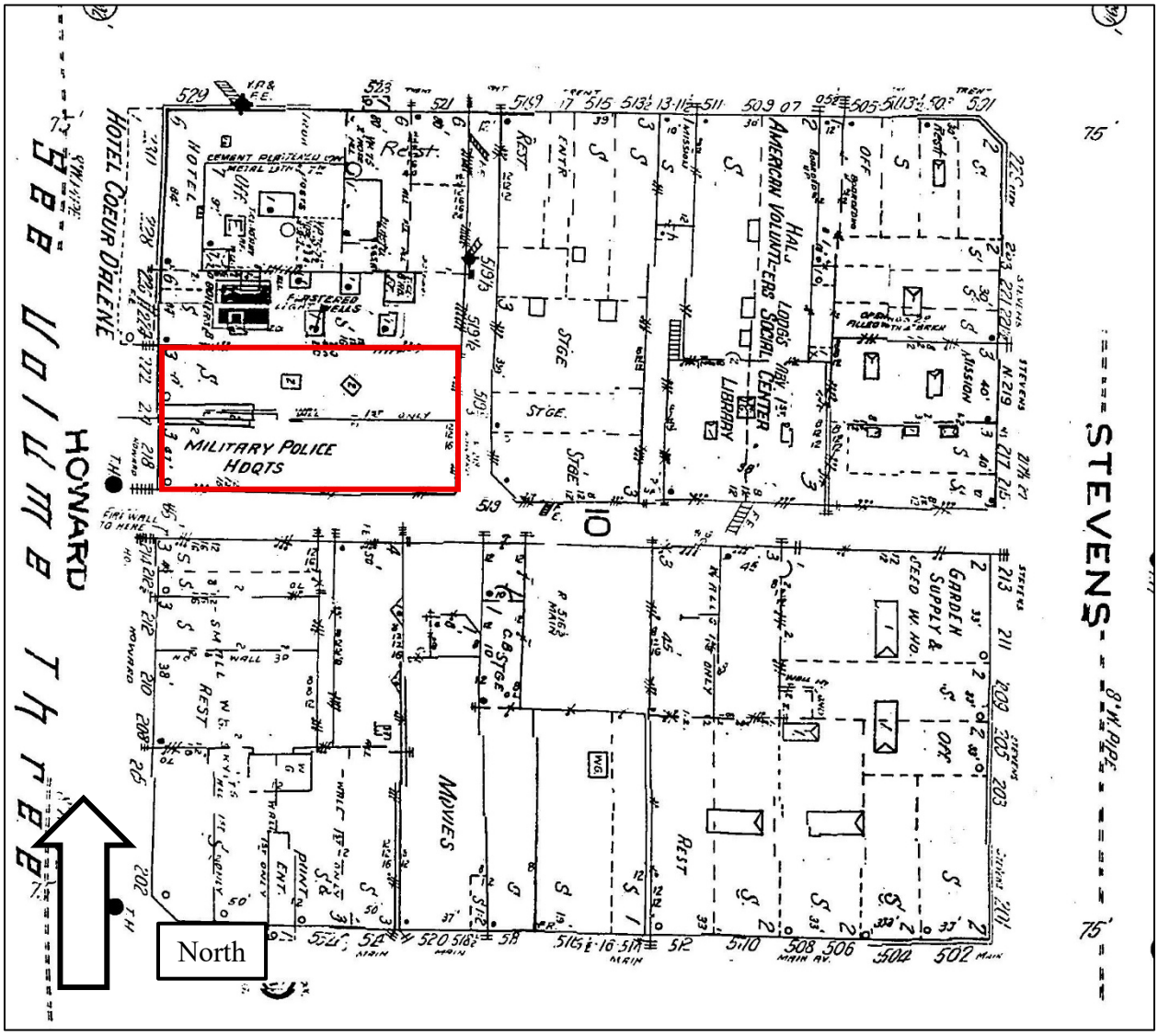
Figure 15: N. Howard Street and W. Main Avenue in the streetcar era

Source: Zachary Wnek, "Streetcars in Browne's Addition" (no date)

Figure 16: The 1890 Union Block in 1937

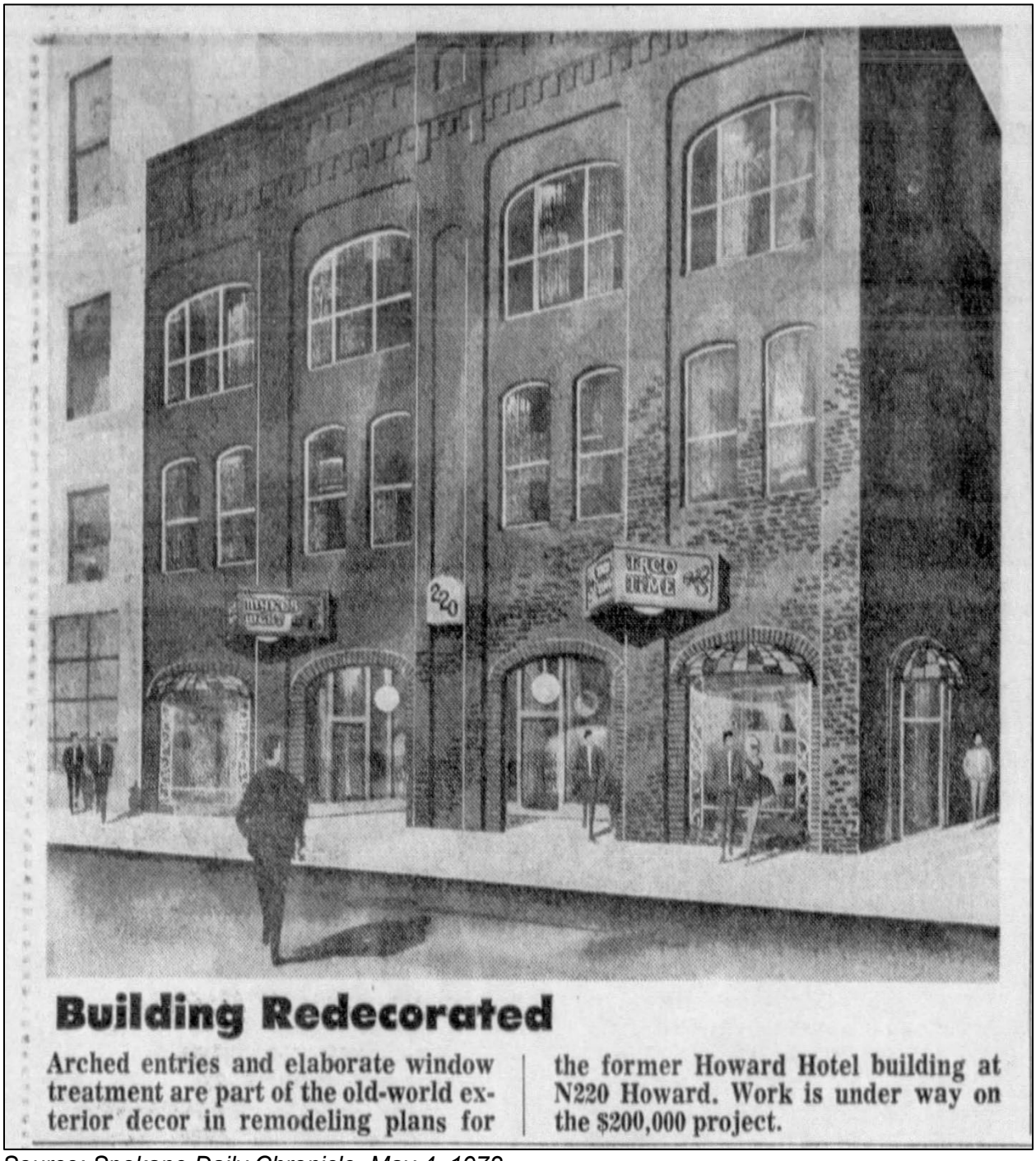
Source: Charles Libby Collection, Northwest Museum of Arts & Culture

Figure 17: The 1890 Union Block in 1950



Sanborn Fire Insurance map, January 1950

Figure 18: Planned renovation of the Union Block, 1972

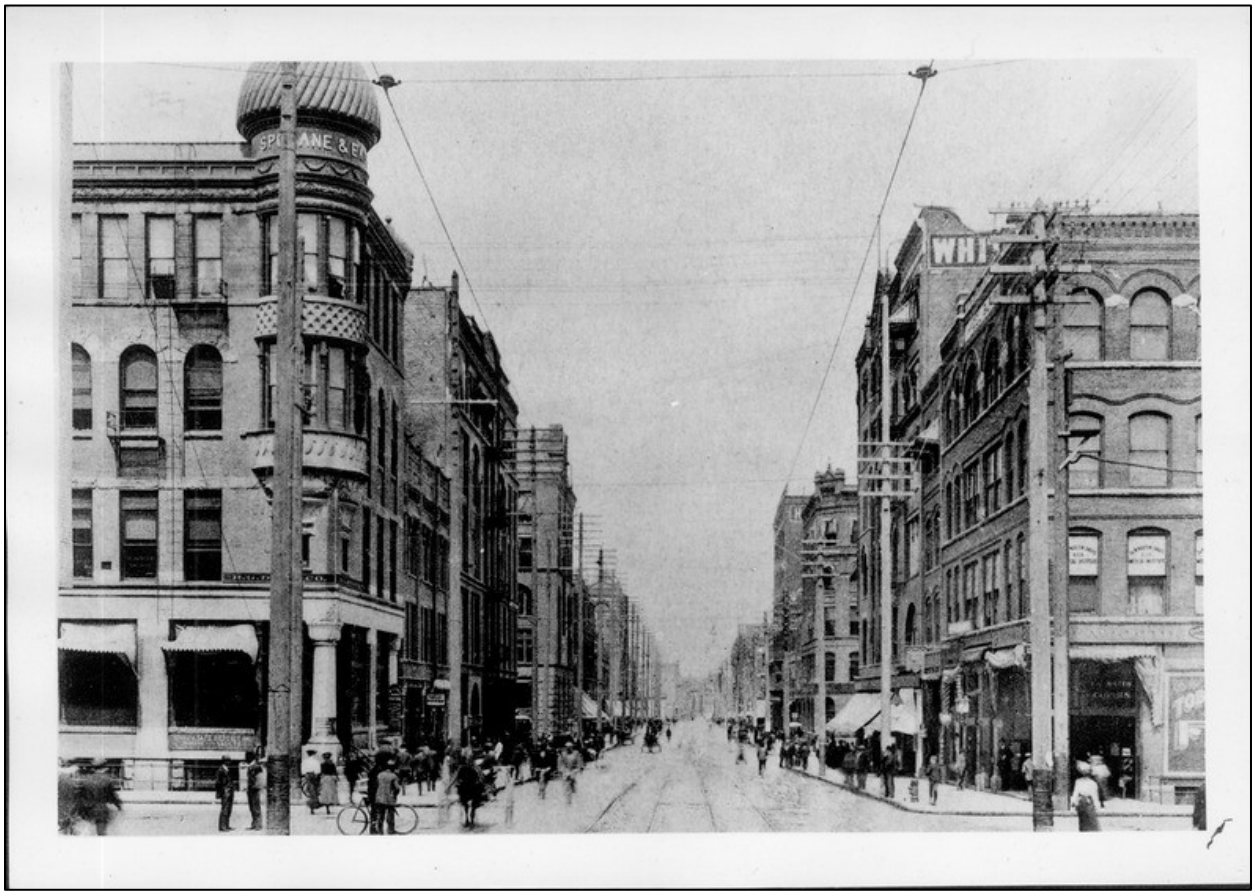


Source: Spokane Daily Chronicle, May 4, 1972

Figure 19: The Union Block ca 1972

Source: Historic Property Report, Union Block, WISAARD

Figure 20: Vernacular commercial buildings, Howard Street, ca 1890-1900



Source: Spokane Public Library, Northwest Room

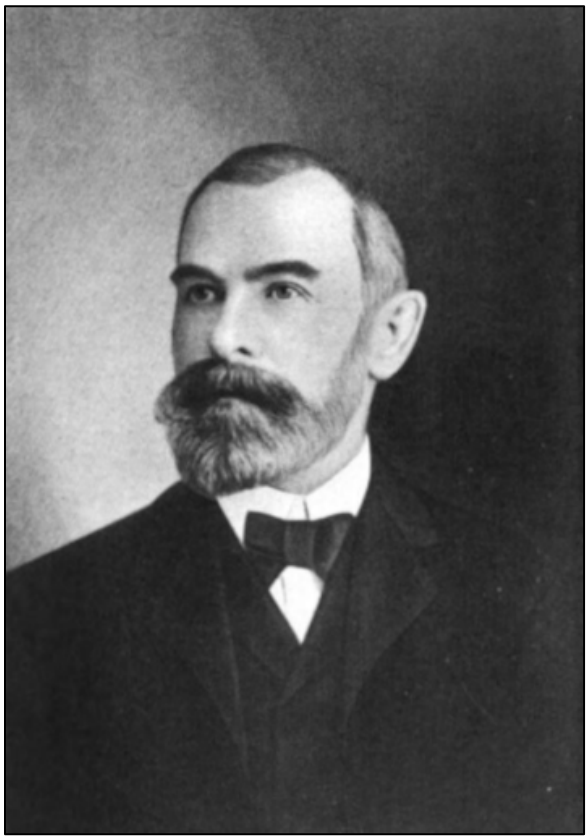
Figure 21: Spokane's most important Romanesque Revival building in 1909

Source: Northwest Museum of Art and Culture, Libby Studios Collection

Figure 22: The Coeur d'Alene Hotel, site of the former Union Block, in 1924, current Union Block noted

Source: The Spokesman Review, March 12, 2018

Figure 23: Herman Pruesse, architect of the Union Block Architects for the 1890 Union Block



Herman Pruesse, 1847-1926

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 10/20/2025 **Committee Agenda type:** Consent **Council Meeting Date:** 11/10/2025		**Date Rec'd**	9/10/2025
		Clerk's File #	OPR 2025-0745
		Cross Ref #	
		Project #	
Submitting Dept	PLANNING & ECONOMIC	**Bid #**	
Contact Name/Phone	AMANDA BECK 6414	**Requisition #**	
Contact E-Mail	ABECK@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	JBINGLE SLAMBDIN		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	MFTE CONDITIONAL AGREEMENT FOR 619 S CEDAR ST		

Agenda Wording

Conditional Multifamily Tax Exemption contract with QUARTZITE VENTURES LLC, for the property located at 619 S Cedar St, to create 24 dwelling units. Following construction the project intends to finalize under the 8yr exemption.

Summary (Background)

RCW 84.14 authorizes the New and Rehabilitated Multiple-Unit Dwellings in Urban Centers incentive, known as Multifamily Tax Exemption (MFTE) Program, to certify qualified properties for this residential property tax exemption. The City adopted this incentive in 2007 and SMC 08.15 outlines Spokane's MFTE Program and project eligibility requirements. Staff has determined that the Cedar Apartments application meets the project eligibility requirements outlined in SMC 08.15.040, and is located in an adopted Residential Target Areas identified in SMC 08.15.030. The application proposes to create 24 residential units on the property at 619 S Cedar St, within the Cliff Cannon neighborhood (District 2). The property is zoned RHD-70, and the proposed use is allowed. Once the project is constructed, the applicant intends to finalize as a 8-year Affordable Exemption. This Conditional Agreement authorizes the City to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

What impacts would the proposal have on historically excluded communities?

The goal of the MFTE Program is to stimulate the construction of new multifamily housing and the rehabilitation of existing vacant or underutilized buildings, as well as increase the supply of mixed-income housing opportunities. Data on demographic metrics such as race, ethnicity, gender orientation, age, or religious affiliation are not tracked by this program, but the program specifically supports housing creation for residents whose income is between 80-115% Area Median Income.

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

The Department of Commerce conducts annual audits of all jurisdictions with MFTE programs. The City collects annual reports for each property. The City collects annual reports for each property. For projects that finalized under the 8-year exemption there are no income and rent restrictions, though properties must report annually.

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

Excluding external factors such as raw land costs and current financing rates, staff monitor program efficiency through annual reporting compliance, the number of conditional and then finaled projects, and the need detailed by developers for such an incentive to make workforce housing projects financially feasible. Some of these metrics include the number of projects granted a final certificate, the total number of units created and the percentage of affordable units, as well as the type and size of units being constructed.

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?

Comprehensive Plan Policies: LU 1.4 Higher Density Residential Uses LU 3.5 Mix of Uses in Centers LU 4.2 Land Uses That Support Travel Options and Active Transportation LU 4.6 Transit-Supported Development H 1.9 Mixed-Income Housing H 1.4 Use of Existing Infrastructure H 1.10 Lower-Income Housing Development Incentives H 1.11 Access to Transportation H 1.18 Distribution of Housing Options ED 2.4 Mixed-Use ED 7.4 Tax Incentives for Land Improvement

Council Subcommittee Review

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

Narrative

Once finalized, the Spokane County Assessor will defer collection of the residential property tax portion for the duration of the exemption, after which the new residential construction value will be added to the tax rolls.

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	GARDNER, SPENCER		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Anthony Bailey/ Quartzite Ventures LLC;	abeck@spokanecity.org
smacdonald@spokanecity.org	sgardner@spokanecity.org
eking@spokanecity.org	

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION CONDITIONAL AGREEMENT
OPR 2025-0745

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and QUARTZITE VENTURES LLC, as "Owner/Taxpayer" whose business address is PO Box 48470, Spokane, WA, 99228.

W I T N E S S E T H:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete conditional application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

RAILROAD ADD 2ND ADD N1/2 LTS 9 & 10 AND N1/2 OF W1/2 LT 8 BLK 61

Assessor's Parcel Number(s) 35193.5010, commonly known as 619 S Cedar St.

WHEREAS, this property is located in the Spokane Targeted Investment Area and is eligible to seek a Final Certificate of Tax Exemption post construction under the Eight year exemption - No income and rent restrictions as defined in SMC 08.15.090.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption;

NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a) The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately **24** new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy,

to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

(a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year, if applicable;

(b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;

(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The units subject to this agreement, including any owner-occupied units, shall be used and occupied only for multifamily permanent residential occupancy and use. No unit shall operate as transient lodging. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

11. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

12. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

13. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

14. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

15. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

17. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2025

CITY OF SPOKANE	QUARTZITE VENTURES LLC
By: _____	_____
City Administrator, Alex Scott	Owner/Taxpayer
Attest:	Approved as to form:
_____	_____
City Clerk	City Attorney

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/20/2025

Committee Agenda type: Consent

Council Meeting Date: 11/10/2025

Date Rec'd	10/15/2025		
Clerk's File #	OPR 2025-0747		
Cross Ref #			
Project #			
Submitting Dept	WASTEWATER MANAGEMENT	**Bid #**	ITB 6352-25
Contact Name/Phone	DUANE STUDER X7902	**Requisition #**	CR 27917
Contact E-Mail	DSTUDER@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	4310 - INTERCEPTOR CCTV SONAR AND LASER INSPECTION - REDZONE		

Agenda Wording

The City wastewater collection system backbone has eight large pipe interceptors that are critical to convey sanitary and combined sewers to Riverside Park Water Reclamation Facility (RPWRF). These larger pipes have larger flows and can be fuller than other smaller trunks and collector mains. Current WWM CCTV sewer cameras inspect interiors of pipes but are not capable to safely negotiate larger and faster flowing pipes. Interceptors generally were installed in the late 1940s and 1950s and are approaching 70 to 80 years old. This contract is to utilize a robotic system to inspect larger lines with fiber optic CCTV, sonar for sensing below water level, and laser technologies to assess condition of select priority segments of the interceptors, and also measure temperature and hydrogen sulfide (H2S) to provide a comprehensive dataset for each segment of pipe and log imperfections or trends of deformation.

Summary (Background)

This robotic equipment is designed to navigate higher velocities and flows that these interceptors experience and provide a reasonable assessment of the lines so that analysis can be completed to reach the following goals: -Identify problems ahead of time for prevention of collapse or failure from excessive corrosion, presumably from H2S, or other wearing factors. -Help avoid emergency projects such as slip-lining. Many pipes are installed either very deep or on a steep hillside, and failures can become a hazard to the public and other infrastructure. -Inspect interceptors ongoing every 10 years or so to keep accurate assessment for early repair of rehabilitation project identification. Coverage: 7,000 to 10,000 linear feet of interceptor 2, 4 and 5 pipelines (I02 I04, and I05). See attached exhibit for location of the project. Completion of the project expected in fall of 2025. RedZone Robotics has inspected these lines about 15 years ago. This project design will be paid with existing utility funds already budgeted for 2025 (Interceptor CCTV). Additional inspections of other parts of interceptors will follow in subsequent years.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 107,245.30
Current Year Cost	**$** 107,245.30
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 107,245.30	**#** 4310-43387-35148-54801-10186
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	Recurring
Funding Source Type	Program Revenue

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	GENNETT, RAYLENE	**PURCHASING**	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Veronica Alvarez valvarez@redzone.com	sspence@spokanecity.org
kkeck@spokanecity.org	dstuder@spokanecity.org
Tax & Licenses	tlester@spokanecity.org
eslyder@redzone.com	rgennett@spokanecity.org
rkirby@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	10/20/2025
Submitting Department	Wastewater Management
Contact Name	Duane Studer
Contact Email & Phone	dstuder@spokanecity.org, 509-625-7902
Council Sponsor(s)	Wilkerson, Bingle, Klitze
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested: 5 minutes
Agenda Item Name	Interceptor CCTV Sonar and Laser Inspection
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 wastewater collection system backbone has eight large pipe interceptors that are critical to convey sanitary and combined sewers to Riverside Park Water Reclamation Facility (RPWRF). These larger pipes have larger flows and can be fuller than other smaller trunks and collector mains. Current WWM CCTV sewer cameras inspect interiors of pipes but are not capable to safely negotiate larger and faster flowing pipes. Interceptors generally were installed in the late 1940s and 1950s and are approaching 70 to 80 years old. • This contract is to utilize a robotic system to inspect larger lines with fiber optic CCTV, sonar for sensing below water level, and laser technologies to assess condition of select priority segments of the interceptors, and also measure temperature and hydrogen sulfide (H2S) to provide a comprehensive dataset for each segment of pipe and log imperfections or trends of deformation. • This robotic equipment is designed to navigate higher velocities and flows that these interceptors experience and provide a reasonable assessment of the lines so that analysis can be completed to reach the following goals: - Identify problems ahead of time for prevention of collapse or failure from excessive corrosion, presumably from H2S, or other wearing factors. - Help avoid emergency projects such as slip-lining. Many pipes are installed either very deep or on a steep hillside, and failures can become a hazard to the public and other infrastructure. - Inspect interceptors ongoing every 10 years or so to keep accurate assessment for early repair of rehabilitation project identification. • Coverage: 7,000 to 10,000 linear feet of interceptor 2, 4 and 5 pipelines (I02 I04, and I05). See attached exhibit for location of the project. • Completion of the project expected in fall of 2025. • RedZone Robotics has inspected these lines about 15 years ago.

	• This project design will be paid with existing utility funds already budgeted for 2025 (Interceptor CCTV). Additional inspections of other parts of interceptors will follow in subsequent years.

Fiscal Impact

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

Total Cost: $107,245.30

Current year cost: $107,245.30

Subsequent year(s) cost: $0

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?

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

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

  N/A

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

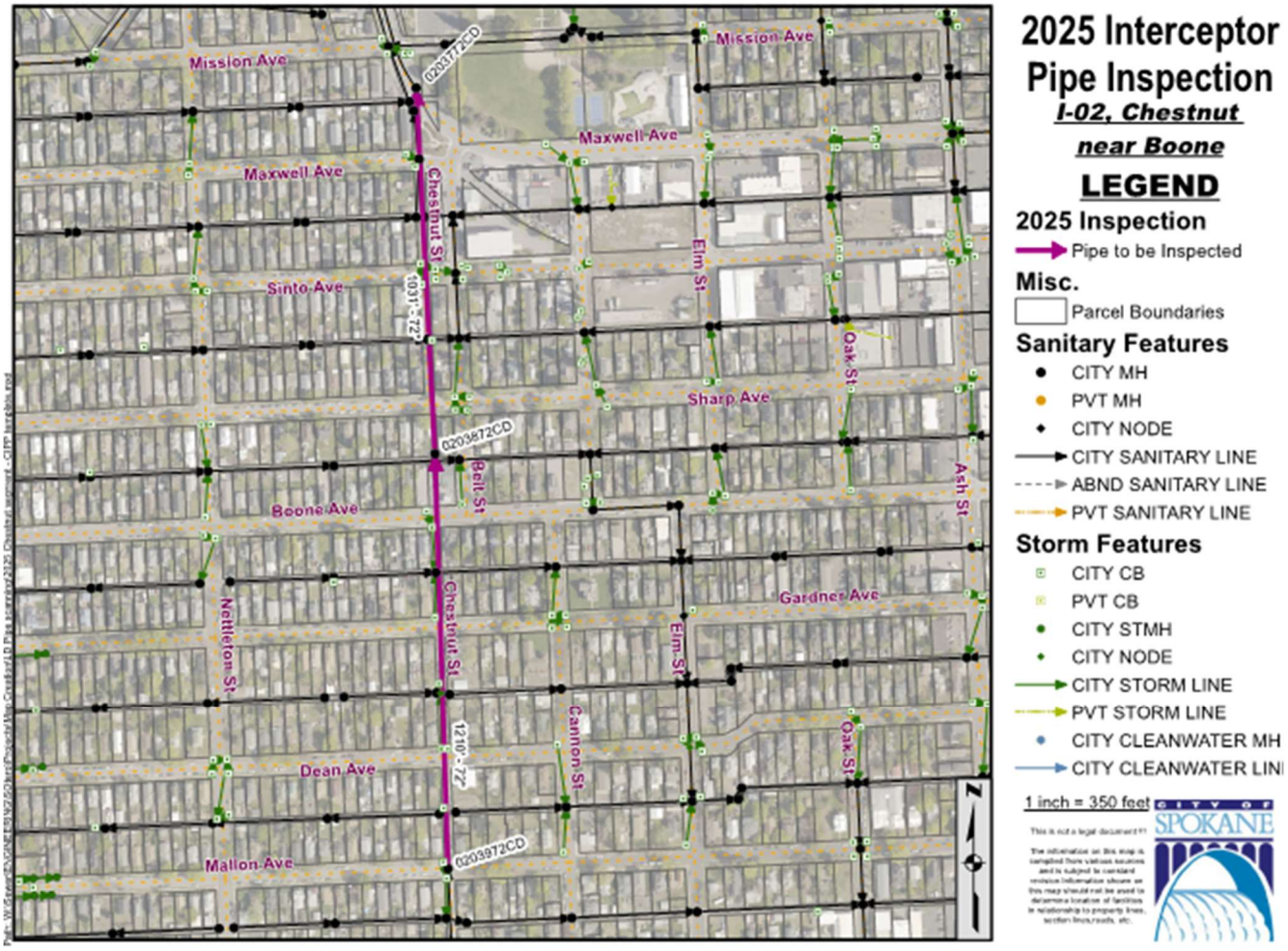
  Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

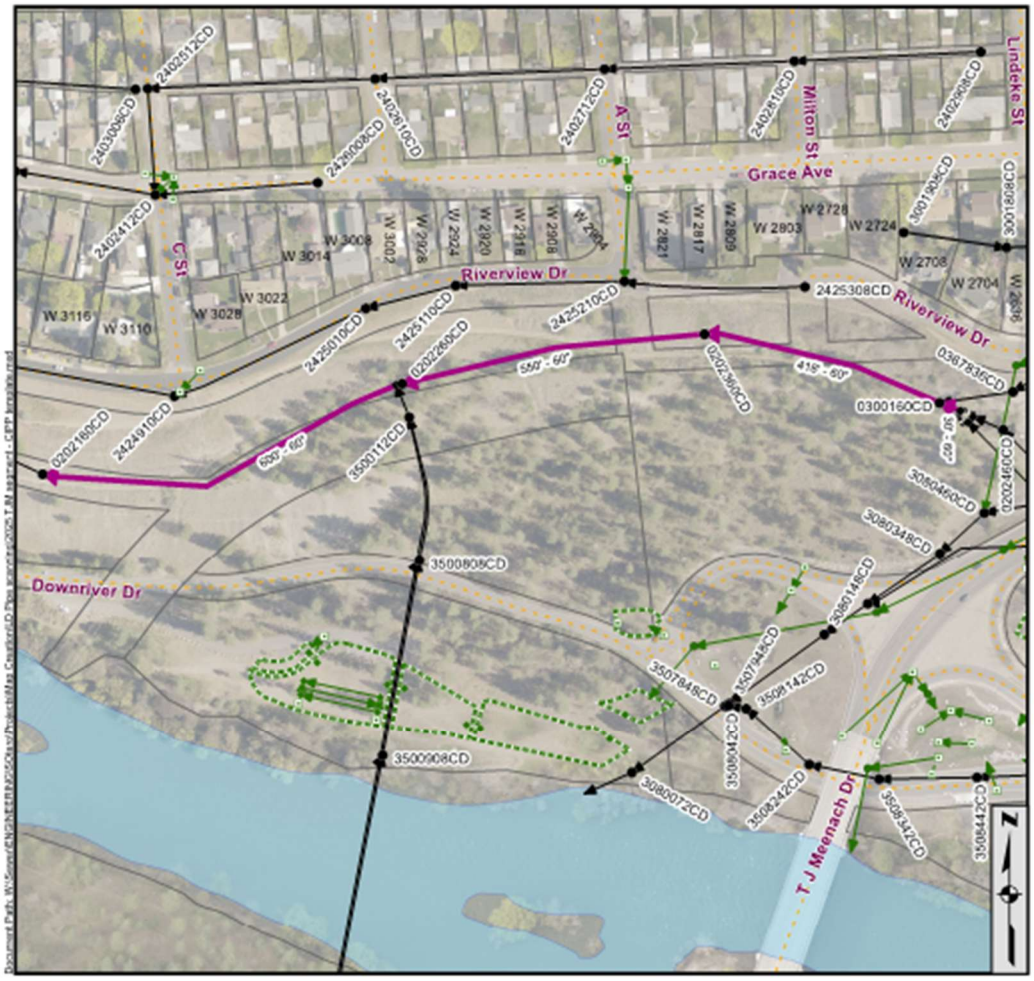
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

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

Council Subcommittee Review

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





2025 Interceptor Pipe Inspection

I-02 @ TJ Meenach

LEGEND

2025 Inspection

- Pipe to be Inspected

Misc.

- Parcel Boundaries

Sanitary Features

- CITY MH
- PVT MH
- CITY NODE
- CITY SANITARY LINE
- ABND SANITARY LINE
- PVT SANITARY LINE

Storm Features

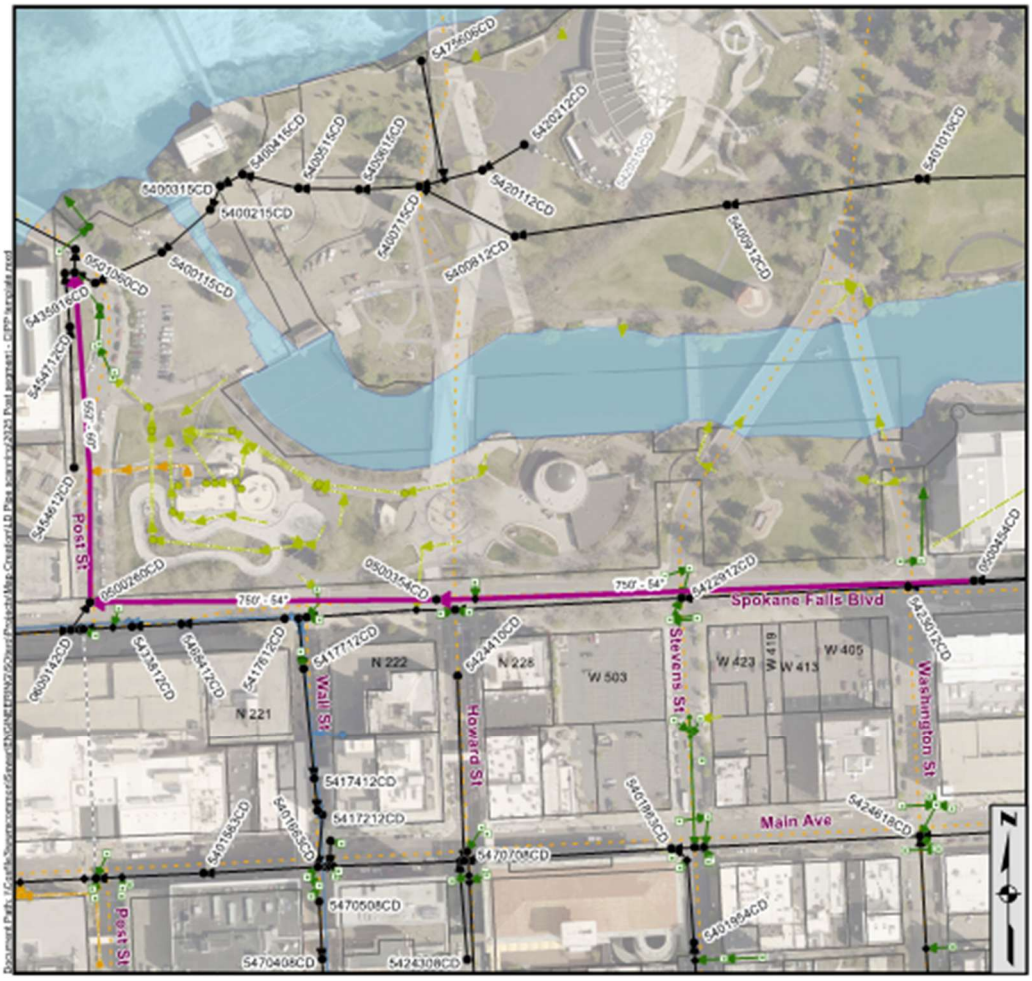
- CITY CB
- PVT CB
- CITY STMH
- CITY NODE
- CITY STORM LINE
- PVT STORM LINE
- CITY CLEANWATER MH
- CITY CLEANWATER LIN

1 inch = 200 feet

This is not a legal document!!!

The information on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine location of facilities in relationship to property lines, section lines, roads, etc.

CITY OF SPOKANE



2025 Interceptor Pipe Inspection

I-02 @ Post, Spokane Falls

LEGEND

2025 Inspection

- Pipe to be Inspected

Misc.

- Parcel Boundaries

Sanitary Features

- CITY MH
- PVT MH
- CITY NODE
- CITY SANITARY LINE
- ABND SANITARY LINE
- PVT SANITARY LINE

Storm Features

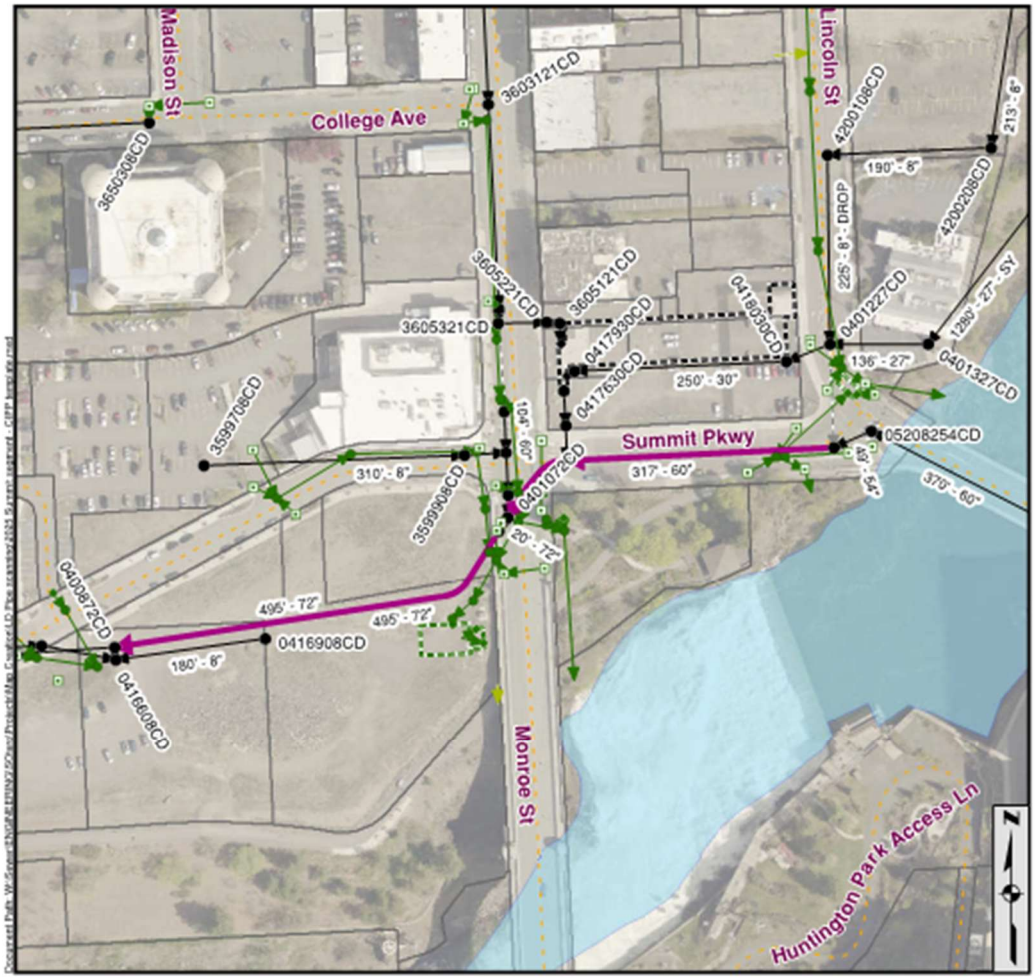
- CITY CB
- PVT CB
- CITY STMH
- CITY NODE
- CITY STORM LINE
- PVT STORM LINE
- CITY CLEANWATER MH
- CITY CLEANWATER LINE

1 inch = 210 feet

CITY OF SPOKANE

This is not a legal document!!!

The information on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine location of facilities in relationship to property lines, section lines/roads, etc.



2025 Interceptor Pipe Inspection

I-04 @ Summit Blvd.

LEGEND

2025 Inspection

- Pipe to be Inspected

Misc.

- Parcel Boundaries

Sanitary Features

- CITY MH
- PVT MH
- CITY NODE
- CITY SANITARY LINE
- ABND SANITARY LINE
- PVT SANITARY LINE

Storm Features

- CITY CB
- PVT CB
- CITY STMH
- CITY NODE
- CITY STORM LINE
- PVT STORM LINE
- CITY CLEANWATER MH
- CITY CLEANWATER LINE

1 inch = 150 feet

This is not a legal document th

The information on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine location of facilities as relationship to property lines, section lines,roads, etc.

CITY OF SPOKANE

Spence, Sibyl

From: Veronica Alvarez <valvarez@redzone.com>
Sent: Tuesday, October 7, 2025 4:51 AM
To: Studer, Duane
Cc: Erin Slyder; Lester, Tanya; Spence, Sibyl
Subject: Re: FW: Spokane Interceptor CCTV - additional pipe qty adjustment for contract

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good morning,
We are in agreement. Thank you!

Respectfully,

Veronica Alvarez

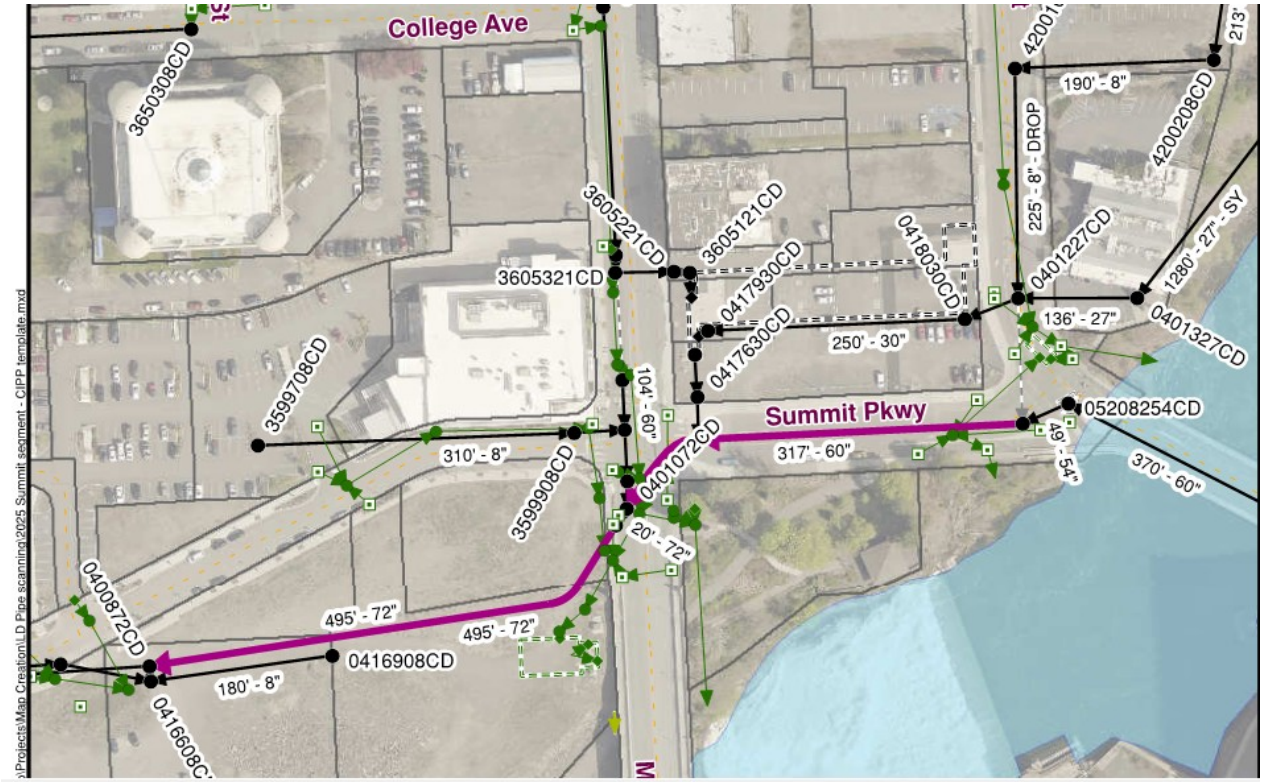
valvarez@redzone.com | www.redzone.com

M (310) 886.9890 | O (412) 927.460

CONFIDENTIALITY NOTICE: This email is for the use of the intended recipient(s) only. If you have received this email in error, please notify the sender immediately and then delete it. If you are not the intended recipient, you must not keep, use, disclose, copy or distribute this email without the author's prior express written permission. The information contained in this communication, inclusive of any attachment to this message, may be confidential and may be subject to legal protection(s) and recipient exposure to liability for improper or inappropriate use or unauthorized disclosure. We have taken precautions to minimize the risk of transmitting software viruses, but we advise you to carry out your own virus checks on any attachment to this message. We cannot accept liability for any loss or damage caused by software viruses. If you are the intended recipient and you do not wish to receive similar electronic messages from us in the future, then please respond to the sender to this effect.

On Fri, Oct 3, 2025 at 6:14 PM Studer, Duane <dstuder@spokanecity.org> wrote:

> Erin (& Victoria),
>
> Can you please take a look at the amended quantity as revised below that we would like to put into the Interceptor CCTV multi-scan contract and reply with your acceptance?
>
> Attached is Figure I04 of the pipes to be added.
>
> Timeline: if we could get your response this Monday, it would be great.



Thanks,

Duane Studer, P.E. | City of Spokane | Principal Engineer

909 E. Sprague, Spokane, WA 99202 | Wastewater Management Dept.

509-625-7902 | cell 509-440-2892 | dstuder@spokanecity.org | spokanecity.org

---

From: Lester, Tanya <tlester@spokanecity.org>
Sent: Friday, October 3, 2025 12:47 PM
To: Studer, Duane <dstuder@spokanecity.org>
Cc: Gennett, Raylene <rgennett@spokanecity.org>; Spence, Sibyl <sspence@spokanecity.org>
Subject: RE: additional pipe for ITB Interceptor CCTV

Duane – I think you are correct, and this is a safe way to go and make sure this project gets completed this year.

I am off in a few minutes but If you want to send this proposal over to red zone and get their approval on the additional pipe today then we could possibly get the contract request form out to legal on Monday.

TANYA LESTER | CITY OF SPOKANE | PROCUREMENT SPECIALIST

(509) 625-6576 office | tlester@spokanecity.org | spokanecity.org

From: Studer, Duane <dstuder@spokanecity.org>
Sent: Friday, October 3, 2025 12:43 PM
To: Lester, Tanya <tlester@spokanecity.org>
Cc: Gennett, Raylene <rgennett@spokanecity.org>; Spence, Sibyl <sspence@spokanecity.org>
Subject: RE: additional pipe for ITB Interceptor CCTV

Tanya,

My updated CCTV sonar Laser inspection length of pipe to add.

Table 1. Locations of Interceptors for Inspection

Interceptor Number & Description	Year Built	Reference
I02 Chestnut - Mallon to Mission	1951	Figure I02-1
I02 Riverview – Lindeke to D St.	1948	Figure I02-2
I05 Post St., Spokane Falls, to Washington St.	1952	Figure I05-2
I04 Summit Blvd, Lincoln St. to Jefferson	1952	Figure I04-1
The final project limits and access locations will be confirmed and mutually agreed upon by both parties.		

BID OFFER.
The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment a supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

Item No.	Description	Qty	Unit	Unit Cost	Extended Cost
100	Mobilization	1	LS		
101	I02 Chestnut - Mallon to Mission (72" diam.)	3,200	LF		
102	I02 Riverview – Lindeke to D St. (60" diam.)	2,200	LF		
103	I05 Post St. N. of Spo Falls I05 Spokane Falls to Wash. St. (54" and 60" diam.)	1,500	LF		
	I04 Summit Blvd, Lincoln St. to Jefferson TOTAL	~~7,300~~ 930	LF		

City of Spokane reserves the right to add or remove the amount of interceptor pipes contained in the awarded contract's scope of work during contract establishment.

Subtotal 7,830

ADDENDA.
The undersigned acknowledges receipt of addenda number(s) _____ and agrees that their requirements have been included in this bid proposal.

Bidder				
Item NO	Description	Qty	Units	RED Zone
100	Mobilization	1	LS	20,000.00
101	102 Chestnut - mallon to Mission 72" diam.)	3,200	LF	32,000.00
102	102 Riverview - Lindeke to D St. (60" diam.)	2,200	LF	22,000.00
103	102 Post St. N. of Spo Falls/102 Spokane Falls to Wash St. (54" and 60" diam)	1,500	LF	15,000.00
104	i04 S Summit Blvd, Lincoln St. to Jefferson (60" and 72" diam)	930	LF	9,300.00
		7,830	LF	
			Sub total	98,300.00
			Sales Tax 9.1%	8,945.30
			Total	107,245.30

Thanks,

Duane.

ITB 6352-25 Interceptor CCTV Sonar & Laser Inspection - Prevailing Wages					
Wastewater Maintenance					
Bidder					
Item NO	Description	Qty	Units	RED Zone	National Plant Services
100	Mobilization	1	LS	20,000.00	36,400.00
101	102 Chestnut - mallon to Mission 72" diam.)	3,200	LF	32,000.00	40,320.00
102	102 Riverview - Lindeke to D St. (60" diam.)	2,200	LF	22,000.00	27,720.00
103	102 Post St. N. of Spo Falls/102 Spokane Falls to W	1,500	LF	15,000.00	18,900.00
			Sub total	89,000.00	123,340.00
			Sales Tax 9.1%	8,099.00	11,223.94
			Total	97,099.00	134,563.94

Bid Response Summary

Bid Number	ITB 6352-25
Bid Title	Interceptor CCTV Sonar & Laser inspection - Prevailing Wages
Due Date	Monday, September 22, 2025 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	RedZone Robotics, Inc.
Submitted By	Erin Slyder - Monday, September 22, 2025 8:28:44 AM [(UTC-08:00) Pacific Time (US & Canada)] eslyder@redzone.com 412-476-8980
Comments	

Question Responses

Group	Reference Number	Question	Response
Default Item Group			
	Bid Point of Contact	Indicate the appropriate point of contact (including phone number and email) regarding this bid and placement of order if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Veronica Alvarez Office 412-476-8980 - Cell 310-886-9890 valvarez@redzone.com
	Contractor's Representation	The Contractor by making its Bid represents that it has read and understands the ITB bid document and attachments located in the documents tab.	Yes
	Qualification	Prior to award of Contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	Acknowledged
	Award of Contract	Award of Contract, when made by the City, will be to lowest responsive, responsible bidder. Unsuccessful Contractors will not automatically be notified of results.	Acknowledged
	Contract Renewals	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement.	I agree and acknowledge

	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 and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	Acknowledged
	Guarantee	The Contractor guarantees all work, labor and materials for one (1) year 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.	Yes
	Invoicing	Invoices must be submitted to Wastewater Maintenance Department within 30 days of performing the work. • Invoices shall include the location and type of services performed, detailed hours and rate per hour, and on-site contact that approved services. • Invoices shall reference and list OPR #2025-XXXX and approved Intent to Pay Prevailing Wage Number. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the services performed and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all services per request have been satisfactorily performed. Invoices shall be emailed to sspence@spokanecity.org.	I acknowledge and agree
	Invoicing	Awarded Contractor shall apply tax, as applicable, when invoicing. Bidders acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law.	I acknowledge and 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.	Agreed
	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 Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.	Acknowledged
	Employees per Job	Please indicate how many employees the contractor feels is standard to perform each job.	4
	Contractor Registration	The Contractor must be a Washington State registered or licensed contractor at time of Bid submittal.	Acknowledged
	Completion Time	Work must be completed in a reasonable amount of time, contractor cannot leave our work incomplete to go to another job. If repair is delayed due to needed parts, estimated wait time and shipping tracking information must be provided. If for any reason the contractor is unable to respond in a reasonable amount of time, the City reserves the right to go outside the contract and work with another contractor.	I acknowledge and agree
Public Works Requirements			
	A.	The work under this contract is classified as routine maintenance under state law.	Acknowledged
	1.	A payment/performance bond is NOT required.	Acknowledged
	2.	Statutory retainage is NOT required.	Acknowledged
	B.	Prevailing Wage	Acknowledged

1.	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).	Acknowledged

2.	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://secure.lni.wa.gov/wagelookup/. Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. Unit Price contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620) Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.	Acknowledged
C.	Statement of Intent	Acknowledged

	1.	The Contractor and 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).	Acknowledged
	D.	Filing Fees	Acknowledged
	1.	The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars ($40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I.	Acknowledged
	E.	Department of Labor and Industries Public Works and Prevailaing Wage Training	Acknowledged
	1.	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 - Indicate whether you are exempt, have taken the training or have not taken the training.	Acknowledged
Technical Requirements			
	Background	The Wastewater Maintenance department is seeking a contractor to provide robotic inspection services for the initial effort in a multiple year interceptor inspection program.	I acknowledge and agree

	Performance	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	Agreed
	Performance	PERMITS. The Contractor shall be responsible for obtaining at its expense all permits required by regulatory agencies.	I acknowledge and agree
	Professionalism	Successful Contractor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	Agreed
	Scope of Work	Completion of work, whenever possible, in the most timely and cost efficient manner for the citizens of Spokane. If projects across multiple departments may be combined to achieve reductions in timeline and/or price, the Contractor shall make every reasonable effort to do so.	Agreed
	Service Completion Timeline	Specify the standard number of calendar days required to complete projects from Notice to Proceed.	7
	Deliverables	All deliverables shall in accordance with the requirements described in the attachment 2 ITB 6352 Bid documents and shall owned by the City of Spokane	I acknowledge and agree
Bid			

	Bid Offer	The prices listed on the 'Pricing' tab of this request are tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents.	Yes
	Addenda	Indicate the number of Addenda Contractor has received and accepts, including the requirements added and outlined therein. Note: failure to indicate any and all Addenda issued on this project may result in a 'non-responsive' determination by the City.	3
	Withdrawal of Bid	Contractor agrees its Bid will not be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	Yes
	Subcontractors	Will subcontractors be used on this project?	No
	Subcontractors	If subcontractors will be used on this project, find the 'Subcontractor List' on the 'Documents' tab and complete and upload it here (all pages must be uploaded as one file). If no subcontractors will be used, skip to the next question.	
	1.	Upload the Bid proposal pages 15-16 of the ITB # 6352-25 Interceptor CCTV Sonar & laser Inspection Bid Document in the Documents tab, complete, and upload the completed Document here so.	RedZone Robotics-ITB #6352-25 Pages 15 & 16.pdf
Contractor Responsibility			
	1	Washington State Contractor’s Registration No.	363,336-00
	2	Contractor's U.B.I. Number	602-870-784
	3	Contractor's Washington Employment Security Department Number	602-870-784
	4	Contractor's Washington Excise Tax Registration Number	602-870-784
	5	Contractor's City of Spokane Business Registration Number	602-870-784
Certification of Compliance with Wage Payment Status			

	1	Respondent hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, Contractor is not a “willful” violator, as defined by 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. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	Yes
TERMS AND CONDITIONS			
	1	Bidder acknowledges that they have read and understand the Terms and Conditions 'Documents' tab. If answer is "I do not acknowledge and 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 agree
	1.2	EXCEPTION: If you took exception to above, upload here.	
	2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	I certify
Additional Documents Bidder would like to Upload			
	1	If you have additional information/documents to submit, upload them here.	RedZone Robotics-ITB #6352-25 Bid Pages.pdf
	2	If you have additional information/documents to submit, upload them here.	

THESE TWO PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM

To: Honorable Mayor

Members of the City Council
City of Spokane, Washington

PROJECT:

BIDDER'S DECLARATION.
The undersigned bidder 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 signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER.
The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

Item No.	Description	Qty	Unit	Unit Cost	Extended Cost
100	Mobilization	1	LS	$20,000	$20,000.00
101	I02 Chestnut - Mallon to Mission (72" diam.)	3,200	LF	$10.00	$32,000.00
102	I02 Riverview – Lindeke to D St. (60" diam.)	2,200	LF	$10.00	$22,000.00
103	I02 Post St. N. of Spo Falls I02 Spokane Falls to Wash. St. (54" and 60" diam.)	1,500	LF	$10.00	$15,000.00
	TOTAL	~~7,300~~ 6,900 - corrected sum			$89,000.00

City of Spokane reserves the right to add or remove the amount of interceptor pipes contained in the awarded contract's scope of work during contract establishment.

ADDENDA.
The undersigned acknowledges receipt of addenda number(s) 1, 2, 3 and agrees that their requirements have been included in this bid proposal.

CONTRACT COMPLETION TIME.
The bidder agrees to start the work under this contract within ten (10) days of the Notice to **Proceed and to substantially complete the specified work within 60 working days of the Notice To Proceed date.**

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 DOLLARS ($0.0) per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. 363,336-00
(must be in effect at time of bid submittal)

U.B.I. Number 602-870-784

Washington Employment Security Department Number 602-870-784

Washington Excise Tax Registration Number 602-870-784

City of Spokane Business License Number 602-870-784
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BID SECURITY.
A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. 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.

NON-COLLUSION.
The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

CITY OF SPOKANE - PURCHASING
915 N Nelson St.
Spokane, Washington 99202
(509) 625-6527

INVITATION TO BID

ITB NUMBER: 6352-25 TITLE: Interceptor CCTV Sonar & Laser Inspection BID COORDINATOR: Tanya Lester, City of Spokane Purchasing Department QUESTION DEADLINE: 09/12/2025 TIME: 4:30 PM pst	PROPOSAL DUE DATE: 09/22/2025 TIME: 1:00 pm pst Bid Submittal: All Bids shall be submitted electronically through the ProcureWare online procurement system portal: https://spokane.procureware.com before the due date and time.

BID SUBMITTED BY:

COMPANY RedZone Robotics, Inc.

MAILING ADDRESS 195 Thorn Hill Road, Suite 110
Warrendale, PA 15086

PHYSICAL ADDRESS 195 Thorn Hill Road, Suite 110
Warrendale, PA 15086

PHONE NUMBER 412-476-8980

E-MAIL ADDRESS valvarez@redzone.com

Tanya Lester

Tanya Lester
Procurement Specialist
Purchasing

THESE TWO PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM

To: Honorable Mayor

Members of the City Council
City of Spokane, Washington

PROJECT:

BIDDER'S DECLARATION.
The undersigned bidder 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 signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER.
The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

Item No.	Description	Qty	Unit	Unit Cost	Extended Cost
100	Mobilization	1	LS	$20,000	$20,000.00
101	I02 Chestnut - Mallon to Mission (72" diam.)	3,200	LF	$10.00	$32,000.00
102	I02 Riverview – Lindeke to D St. (60" diam.)	2,200	LF	$10.00	$22,000.00
103	I02 Post St. N. of Spo Falls I02 Spokane Falls to Wash. St. (54" and 60" diam.)	1,500	LF	$10.00	$15,000.00
	TOTAL	~~7,300~~ 6,900 - corrected sum			$89,000.00

City of Spokane reserves the right to add or remove the amount of interceptor pipes contained in the awarded contract's scope of work during contract establishment.

ADDENDA.
The undersigned acknowledges receipt of addenda number(s) 1, 2, 3 and agrees that their requirements have been included in this bid proposal.

CONTRACT COMPLETION TIME.
The bidder agrees to start the work under this contract within ten (10) days of the Notice to **Proceed and to substantially complete the specified work within 60 working days of the Notice To Proceed date.**

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 DOLLARS ($0.0) per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. 363,336-00
(must be in effect at time of bid submittal)

U.B.I. Number 602-870-784

Washington Employment Security Department Number 602-870-784

Washington Excise Tax Registration Number 602-870-784

City of Spokane Business License Number 602-870-784
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BID SECURITY.
A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. 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.

NON-COLLUSION.
The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

THIS FORM MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM

SUBCONTRACTOR LIST

City of Spokane Project Name:

RCW 39.30.060 (as amended) states:

"Every invitation to bid on a prime contract that is expected to cost one million dollars or more for the construction, alteration, or repair of any public building or public work … shall require each prime contract bidder to submit as part of the bid, or within one (1) hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work.

***The prime contract bidder shall** not list more than one (1) subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work **shall render the prime contract bidder's bid nonresponsive and, therefore, void**." (emphasis added)*

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____
Work to be performed:
_____
_____

Subcontractor Named: **(List prime contract bidder if prime contract bidder intends to self-perform the work))** _____
Work to be performed:
_____
_____

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____
Work to be performed:
_____
_____

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____
Work to be performed:
_____
_____

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____
Work to be performed:
_____
_____

RedZone will not be using subcontractors for this project.

MINORITY AND WOMEN'S BUSINESS ENTERPRISE GOALS

The City of Spokane has established laudatory goals for the procurement of supplies, materials and services, or for subcontracting work for this project from Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) as follows:

- MBE GOAL OF TEN PERCENT OF THE TOTAL PROJECT BID AMOUNT
- WBE GOAL OF SIX PERCENT OF THE TOTAL PROJECT BID AMOUNT

The current list of the Washington State Office of Minority and Women's Business Enterprises shall be used for all public works construction projects administered by the City.

ACHIEVEMENT OF THE ABOVE GOALS IS ENCOURAGED. WHETHER OR NOT THE BIDDER ATTAINS THE ABOVE SPECIFIED GOALS WILL NOT BE USED TO DETERMINE THE RESPONSIVENESS OF THE BIDDER'S BID PROPOSAL.

The bidder shall take the following affirmative steps in considering award of subcontracts to the fullest extent possible to qualified minority and women owned businesses:

(1) including qualified minority and women's businesses on solicitation lists;

(2) ensuring that minority and women's businesses are solicited whenever they are potential sources;

(3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of minority and women's businesses;

(4) establishing delivery schedules, where requirements of the work permit, which will encourage participation of minority and women's businesses;

(5) using the services and assistance of the Small Business Administration and the Washington State Office of Minority and Women's Business Enterprise as appropriate.

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION

The bidder has contacted minority and women's business enterprises (MBE/WBE) and, if the successful bidder on this project, it may award subcontracts to or enter into supply agreements with the following firms as indicated *(use additional sheets if necessary):*

NAME OF MBE/WBE* WA. STATE CERTIFICATION NO.	IDENTIFICATION & VALUE OF SUBCONTRACTS / SUPPLIES
RedZone will not be using subcontractors for this project.	

MINORITY BUSINESS SUBCONTRACTING GOAL	$_____	MBE TOTAL	$ _____
WOMEN'S BUSINESS SUBCONTRACTING GOAL	$_____	WBE TOTAL	$ _____
COMBINATION GOAL:	$_____	MBE/WBE TOTAL	$

*Designate MBE or WBE

Mr./ Mrs./ Ms. _____has been designated as the liaison officer for the administration of the dollar value of contract work to be performed by MBE/WBE firms.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

RedZone Robotics, Inc.
195 Thorn Hill Road, Suite 110
Warrendale, PA 15086

SURETY:
(Name, legal status and principal place of business)
Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950
Mailing Address for Notices
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Spokane
915 North Nelson Street
Spokane, WA 99202

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Interceptor CCTV Sonar & Laser Inspection, City of Spokane, Washington

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of September, 2025.

(Witness)

RedZone Robotics, Inc.
(Principal) *(Seal)*

By: _____
(Title)

(Witness) Barbara A. Leeper

Philadelphia Indemnity Insurance Company
(Surety) *(Seal)*

By: _____
(Title) Wendy A. Bright, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY CORPORATE SEAL 1927 PENNSYLVANIA

Surety Bond Number: Bid Bond
Principal: RedZone Robotics, Inc.
Obligee: City of Spokane

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Wendy A. Bright** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances, consents of surety and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$ 75,000,000.00 .**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in t

he nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 21ST DAY OF AUGUST 2025.

(Seal)

John Glomb, President & CEO

Philadelphia Indemnity Insurance Company

On this 21st day of August, 2025, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Commonwealth of Pennsylvania - Notary Seal
PAULA LARE - Notary Public
Montgomery County
My Commission Expires October 15, 2026
Commission Number 1193866

residing at: Bala Cynwyd

My commission expires: October 15, 2026

I, Angelique Cooper, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 21st day of August, 2025 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 22nd day of September, 2025.

Angelique Cooper, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

City Clerk's No. OPR 2025-0747

CITY OF SPOKANE

PREVENTATIVE MAINTENANCE AGREEMENT

Title: INTERCEPTOR CCTV SONAR AND LASER INSPECTION

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **REDZONE ROBOTICS, INC.,** whose address is 195 Thorn Hill Road, Suite 110, Warrendale, Pennsylvania 15086, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide Robotic Inspection Services for the Wastewater Department; and

WHEREAS, the Contractor was selected through ITB 6352-25.

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 November 11, 2025, and shall run through November 10, 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 Contractor's General Scope of Work for this Agreement is described in Contractor's Response to the City's Invitation to Bid 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 **NINETY-EIGHT THOUSAND THREE HUNDRED AND NO/100 DOLLARS** (**$98,300.00**), and applicable sales tax, 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 Wastewater Management Department, 909 East Sprague Avenue, Spokane, Washington 99202 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. 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.

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

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

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

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

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

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

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

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

19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.
The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

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

20. MISCELLANEOUS PROVISIONS.

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

B. 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.

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

Attachments that are part of this Agreement:

Attachment A – Certification Regarding Debarment
Attachment B - Certification of Compliance with Wage Payment Statutes
Attachment C – Contractor's Response to Invitation to Bid

25-215

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

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Sep 12, 2025

Corporation

Unified Business ID #: 602870784
Business ID #: 001
Location: 0001
Expires: Sep 30, 2026

REDZONE ROBOTICS INC
STE 110
195 THORN HILL RD
WARRENDALE PA 15086-5502

UNEMPLOYMENT INSURANCE - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

YAKIMA GENERAL BUSINESS - NON-RESIDENT - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

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

Director, Department of Revenue

STATE OF WASHINGTON

UBI: 602870784 001 0001

REDZONE ROBOTICS INC
STE 110
195 THORN HILL RD
WARRENDALE PA 15086-5502

FOLD HERE

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
YAKIMA GENERAL BUSINESS - NON-RESIDENT - ACTIVE

FOLD HERE

Expires: Sep 30, 2026

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

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

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

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

Telephone: 360-705-6741

Endorsements

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/30/2025

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

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

PRODUCER	CONTACT NAME: Michael Kuring	
Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	PHONE (A/C, No, Ext): 610-254-5658	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: Michael.Kuring@willistowerswatson.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : Bankers Standard Insurance Company	18279
INSURER C : Illinois Union Insurance Company	27960
INSURER D : ACE American Insurance Company	22667
INSURER E :	
INSURER F :	

INSURED
RedZone Robotics, Inc.
195 Thorn Hill Road, Suite 110
Warrendale, PA 15086

COVERAGES **CERTIFICATE NUMBER:** W40671693 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	3606-97-72	09/01/2025	09/01/2026	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 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			7362-38-05	09/01/2025	09/01/2026	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 [ ] RETENTION $			7819-47-18	09/01/2025	09/01/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7183-33-36	09/01/2025	09/01/2026	[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
C	Contractor's Pollution Liability *See Pg 2 Professional Liab Pol*			CPM G72540104 005	09/01/2025	09/01/2026		See Below

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

RedZone Robotics: WA Spokane Interceptor CCTV Sonar & Laser Inspection
OPP-# 107843

Cont.'s Pollution Liab: $3,000,000 Per Pollution Condition or Site Environmental Condition Limit of Liab.; $3,000,000 Total Policy and Program Agg. Limit of Liab. for all Pollution Conditions and Site Environmental Conditions.
SEE ATTACHED

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Patricia A Forney

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Northeast, Inc.		RedZone Robotics, Inc. 195 Thorn Hill Road, Suite 110 Warrendale, PA 15086
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

City of Spokane, its officers and employees are included as Additional Insureds as respects to General Liability for both ongoing and completed operations when required by written contract.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability when required by written contract.

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667

POLICY NUMBER: D96417688 EFF DATE: 09/01/2025 EXP DATE: 09/01/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Per Claim	$5,000,000
	Aggregate	$5,000,000
	Retention	$25,000

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CHUBB®

Liability Insurance

Endorsement

Policy Period	SEPTEMBER 1, 2025 TO SEPTEMBER 1, 2026
Effective Date	SEPTEMBER 1, 2025
Policy Number	3606-97-72 PHL
Insured	REDZONE ROBOTICS INC.
Name of Company	FEDERAL INSURANCE COMPANY
Date Issued	SEPTEMBER 1, 2025

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

CHUBB®

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

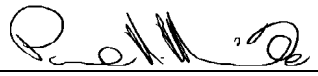
Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative 

CHUBB®

Liability Insurance

Endorsement

Policy Period	SEPTEMBER 1, 2025 TO SEPTEMBER 1, 2026
Effective Date	SEPTEMBER 1, 2025
Policy Number	3606-97-72 PHL
Insured	REDZONE ROBOTICS INC.
Name of Company	FEDERAL INSURANCE COMPANY
Date Issued	SEPTEMBER 1, 2025

This Endorsement applies to the following forms:

GENERAL LIABILITY

Conditions

Under Conditions, Transfer Or Waiver Of Rights Of Recovery Against Others, the following provision is added:

Transfer Or Waiver Of Rights Of Recovery Against Others

However, we waive any right of recovery we may have against the designated person or organization shown below because of payments we make for injury or damage arising out of your ongoing operations or done under a contract with that person or organization and included in the **products-completed operations hazard.** This waiver applies to the designated person or organization.

Designated Person Or Organization

ANY PERSON OR ORGANIZATION WHERE YOU ARE REQUIRED PURSUANT TO A WRITTEN CONTRACT OR AGREEMENT TO WAIVE RIGHTS OF SUBROGATION AGAINST SUCH PERSON OR ORGANIZATION

All other terms and conditions remain unchanged.

Authorized Representative

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/20/2025

Committee Agenda type: Consent

Council Meeting Date: 11/10/2025

Date Rec'd	10/15/2025
Clerk's File #	OPR 2025-0748
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	WASTEWATER MANAGEMENT
Contact Name/Phone	KIRSTIN DAVIS 509-625-7773
Contact E-Mail	KDAVIS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	KKLITZKE JBINGLE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** NO
Agenda Item Name	STORMWATER EDUCATION GROSS GRANT CONSENT REQUEST

Agenda Wording

Stormwater Department is requesting consent to accept $250,475 in funding from Washington State Department of Ecology for the Grants for Regional or Statewide Significance (GROSS) for a stormwater education and outreach project in collaboration with City of Spokane Valley and Spokane County for Eastern Washington communities with NPDES Permit II requirements. This funding is required to be used by June 30, 2027.

Summary (Background)

City of Spokane Wastewater Department submitted an application to the Department of Ecology for the Grants for Regional and Statewide Significance (GROSS) program in October 2024. The proposed Spokane Regional Stormwater Stewardship Campaign is a strategic and collaborative public education and outreach campaign aimed at educating Eastern Washington communities and affecting behavior change by cultivating personal investment in the management of stormwater. The campaign will be cooperatively implemented by the City of Spokane, City of Spokane Valley, and Spokane County, and will consist of public education and outreach. The proposed campaign will directly satisfy the conditions of Section S5.B.1 - Public Education and Outreach, of the Eastern Washington Phase II Municipal Stormwater Permit, and will be cooperatively implemented by the City of Spokane with organizational support from City of Spokane Valley and Spokane County. The purpose of the project is to develop and implement an education and outreach toolkit through strong grassroots, establish community investment in the management of stormwater by developing a strong grassroots understanding of stormwater fundamentals, the function and importance of Best Management Practices (BMPs), and the BMP maintenance responsibilities of private property and business owners through the use of messaging delivered in a variety of ways from various sources to increase frequency and improve authenticity. Improving the awareness of the opportunities for the community to participate with stormwater management, messaging will focus on the source, property owner opportunities and responsibilities, and the bene?ts that stormwater stewardship. Ecology has agreed to fund the City of Spokane's grant application WQSWGRS-2123-Spokan-00075 at 100% and without a match requirement to develop and implement a regional Stormwater Education program for communities with a NPDES Permit II.

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?

Community toolkit development will use the Climate Risk and Vulnerability Assessment, Climate Commitment Act requirements, and City language access ordinance.

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 project aligns with the current update to the City's Comprehensive Plan Update and will provide a roadmap for other regional communities.

Council Subcommittee Review

This has not been brought forward to the Climate Resilience and Sustainability Board yet, because it did not exist when the grant was submitted. The Climate Resilience and Sustainability Board will serve as the Advisory group to the project.

Fiscal Impact

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

Narrative

Grant admin will be provided by public works staff. Technical advisement will be a cooperative effort between City, Valley, and County. Funding will be used for creative consulting and paid communications services.

Amount		Budget Account
Revenue	$ 250,475.00	# 4330 98817 99999 33431 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	N/A

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

Approvals		Additional Approvals	
Dept Head	GENNETT, RAYLENE	ACCOUNTING -	BAIRD, CHRISTI
Division Director	FEIST, MARLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	hbarnhart@spokanecity.org
kkeck@spokanecity.org	mmurray@spokanecity.org
Tax & Licenses	mfeist@spokanecity.org
kdavis@spokanecity.org	eschoedel@spokanecity.org
rhulvey@spokanecity.org	mmarroquin@spokanecity.org

Agreement WQC-2026-Spokan-00421

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SPOKANE

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY” and the City of Spokane, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds, the activities described herein.

GENERAL INFORMATION

Project Title: Spokane Regional Grassroots Stormwater Stewardship Campaign

Total Cost:	$250,475.00
Total Eligible Cost:	$250,475.00
Ecology Share:	$250,475.00
Recipient Share:	$0
The Effective Date of this Agreement is:	07/01/2025
The Expiration Date of this Agreement is no later than:	06/30/2027
Project Type:	Stormwater Activity

Project Short Description: (500 character limit, includes spaces)

The RECIPIENT, in partnership with the City of Spokane Valley and Spokane County, will carry out a collaborative public education and outreach campaign. This project will improve community understanding of stormwater fundamentals, highlight the importance of Best Management Practices (BMPs), and increase awareness of BMP maintenance responsibilities among private property and business owners across Eastern Washington National Pollutant Discharge Elimination System (NPDES) Phase II permittees.

Project Long Description: (4,000 character limit, includes spaces)

This project aims to support public education and outreach efforts for the Eastern Washington National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Stormwater permittees. The RECIPIENT, in collaboration with

the City of Spokane Valley and Spokane County, will implement a public education and outreach campaign. Project partners will include Spokane Regional Health District, Spokane River Forum, and/or Spokane Joint Aquifer Board. Each partner will appoint a minimum of one representative providing subject matter expertise to participate in the Steering Committee.

To shape campaign priorities, the RECIPIENT will gather feedback from the Steering and Advisory Committee. Committee members will contribute subject matter expertise and insights into the current state of stormwater management and education, available resources, shared assets, existing challenges, and emerging needs. Additionally, the RECIPIENT's Climate Resiliency and Sustainability Board will serve as the advisory body. Together, these two groups will guide the campaign with technical expertise and community leadership.

The RECIPIENT will lead a community-driven and partner-leveraged stormwater education and outreach campaign, targeting communities within the Eastern Washington Phase II permit area. The campaign will focus on branding, messaging, and content development, with an emphasis on accessibility, language access, and environmental justice principles. The RECIPIENT will also develop a resource and information toolkit with multilingual, accessible educational materials and engagement tools to support residential and commercial outreach on stormwater-related issues..

This project aims to build regional community investment in stormwater management by fostering grassroots understanding of stormwater fundamentals, the role of Best Management Practices (BMPs), and maintenance responsibilities for private property and business owners. The RECIPIENT will use consistent messaging delivered across multiple platforms, such as digital media and workshops, to increase message frequency and improve authenticity. Authenticity will be grounded in environmental justice principles, with specific attention to the needs of overburdened and rural communities. The RECIPIENT will draw on its prior work related to environmental justice to ensure that campaign content reflects local context, lived experience, and community priorities.

The RECIPIENT will also raise public awareness of opportunities for community involvement in stormwater stewardship. Messaging will focus on pollution sources, the responsibilities of property owners, and the collective benefits of proactive stormwater management.

The campaign's educational framework will have three key components:

1) Public Awareness: Introduce basic concepts such as stormwater system functions, pollution prevention (i.e., Stormwater 101), and key topics like illicit discharges and swale maintenance. Target audience: residents unfamiliar with stormwater systems or their connection to water quality.

2) Building Capacity: Build on foundational knowledge by introducing BMPs, supporting compliance-focused actions, and providing practical guidance for implementing stormwater solutions. Target audience: homeowners and property owners near water bodies (e.g., Spokane River, Little Spokane River, Saltese Flats, James T. Slavin, Polly Judd, and others), outdoor recreation enthusiasts and contractors involved in construction and education.

3) Behavior Change and Action: Promote pollution prevention behaviors and encourage direct action. Strategies include in-person education with community members and project partners in the field, as well as targeted messaging around stormwater-related permitting requirements. Effectiveness will be measured via public surveys tracking behavior change and awareness.

This project will engage a wide audience, including the general public (ages 18-54), homeowners, property owners near water surfaces, outdoor recreation enthusiasts, and contractors. By tailoring content to each audience's level of awareness and applicability, the project will promote long-term regional community investment in stormwater management.

<u>Overall Goal: (1,000 character limit, includes spaces)</u>
This project will support the implementation of the National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater General Permits.

DRAFT

RECIPIENT INFORMATION

Organization Name: City of Spokane

Mailing Address: 808 W Spokane Falls Blvd
Spokane, WA 99201

Physical Address: 808 W Spokane Falls Blvd
Spokane, Washington 99201

Organization Email: mpapich@spokanecity.org

Contacts

Project Manager	Kirstin Davis Public Works Communications Manager 808 W. Spokane Falls Blvd. Spokane, WA 99201 Email: Kdavis@spokanecity.org Phone: (509) 625-7773
Authorized Signatory	Marlene Feist Public Works Director 808 W. Spokane Falls Blvd. Spokane, WA 99201 Email: mfeist@spokanecity.org Phone: (509) 625-6505
Billing Contact	Kathleen Keck Senior Accountant 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: kkeck@spokanecity.org Phone: (509) 625-6075

DRAFT

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Department of Ecology
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Sarah Ponte PO Box 47600 Olympia, Washington 98504-7600 Email: spon461@ecy.wa.gov Phone: (564) 669-4701
Financial Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890
Technical Advisor	[Technical Advisor] [Address] [City, State Zip] Email: Phone:

DRAFT

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

DRAFT

Washington State Department of Ecology

_____

Vincent McGowan Date
Water Quality
Program Manager

City of Spokane

_____

Marlene Feist Date
Public Works Director

SCOPE OF WORK

Task Number: 1 Task Cost: $0

Task Title: Grant and Loan Administration

Task Description:
A. The RECIPIENT must carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be made available to ECOLOGY upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:
Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

Task Expected Outcome:
* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.

* Properly maintained project documentation.

Grant and Loan Administration Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges, and changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form).	

DRAFT

SCOPE OF WORK

Task Number: 2 Task Cost: $0

Task Title: Campaign Development

Task Description:
The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will develop a stormwater outreach campaign plan. At a minimum, the campaign plan will:
    a. Identify a Steering Committee and Advisory Committee.
    b. Identify stormwater topics, including:
        i. Stormwater system basics and pollution prevention ("Stormwater 101")
        ii. Illicit discharges and maintenance considerations
        iii. Property owner responsibilities and permitting considerations
        iv. Community actions and involvement opportunities
        v. Establish campaign goals, messaging strategies, delivery channels, and a schedule for implementation
        vi. Incorporate language access, accessibility, and environmental justice principles

B. The RECIPIENT will prepare a regional communications plan. The plan will:
    a. Identify platforms and communication channels (e.g., social media and community events)
    b. Outline a process for partner coordination and material review/approval

C. The RECIPIENT will develop a resource and information toolkit for Eastern Washington NPDES Phase II permittees. The toolkit will include:
    a. A residential and commercial stormwater education and community engagement guide
    b. Graphics, images, infographics, and materials that meet web accessibility standards
    c. Language-accessible materials provided in English, Spanish, Arabic, Russian, and Vietnamese, with additional languages based on regional community demographics.

Task Goal Statement:
The RECIPIENT will complete all campaign development deliverables in a timely manner.

Task Expected Outcome:
The project will produce a regional stormwater outreach campaign plan, a coordinated communications plan, and a long-term educational toolkit. These deliverables will improve public understanding of stormwater issues, promote behavior change, and support consistent messaging among Eastern Washington Phase II permittees.

Campaign Development Deliverables

Number	Description	Due Date
2.1	Contract documents (if contracting out for campaign development). The contract must include ECOLOGY's standard contract clauses and/or specification insert. Upload to EAGL and notify ECOLOGY when upload is complete.	

DRAFT

2.2	Stormwater education and outreach campaign plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.3	Regional communications and outreach toolkit and implementation plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.4	Draft Resource and Information Toolkit. Upload to EAGL and notify Ecology when upload is complete.	
2.5	Final Resource and Information Toolkit. Upload to EAGL and notify Ecology when upload is complete.	

DRAFT

SCOPE OF WORK

Task Number: 3 Task Cost: $ 175,000.00

Task Title: Creative Consulting

Task Description:
The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will develop branding, messaging, and creative assets for campaign implementation, based on input from the Steering and Advisory Committee.

B. The RECIPIENT will develop a campaign website and ensure media is deployed strategically, with performance monitored and reported.

Task Goal Statement:
The RECIPIENT will develop creative materials and messaging to support the regional stormwater outreach campaign.

Task Expected Outcome:
The project will result in a branded, public-facing campaign website; targeted paid media outreach; and regular analytics to evaluate performance and guide communication strategies.

Creative Consulting Deliverables

Number	Description	Due Date
3.1	Campaign website URL and screenshot. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	Analytics reporting for paid media. Upload to EAGL and notify ECOLOGY when upload is complete.	

DRAFT

SCOPE OF WORK

Task Number: 4 Task Cost: $75,475.00

Task Title: Paid Media/Communications

Task Description:
The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will implement a digital media campaign (i.e., online display ads, streaming audio, social media, paid search) designed to achieve a minimum of 75% market reach, with each person exposed to the message at least five times during the campaign period

B. The RECIPIENT will coordinate a traditional media campaign, which could include print, radio, TV, or out-of-home placements to supplement digital outreach and extend campaign reach

C. The RECIPIENT will design and distribute direct mailings targeting property owners located near surface waters to promote stormwater awareness and stewardship actions

D. The RECIPIENT will ensure that outreach materials are translated into appropriate languages based on geographic and demographic needs

E. The RECIPIENT will work with the Steering and Advisory Committee to ensure that all paid media aligns with campaign branding and messaging strategies and supports the broader outreach plan

Task Goal Statement:
The RECIPIENT will deliver a targeted and accessible paid media campaign that effectively engages key audiences with stormwater messaging across digital, traditional, and direct channels.

Task Expected Outcome:
The project will reach at least 75% of the target population five times through coordinated media placements, while also ensuring materials are accessible in multiple languages to reach diverse communities across the region.

Paid Media/ Communications Deliverables

Number	Description	Due Date
4.1	Digital Media Buy. Upload to EAGL and notify ECOLOGY.	
4.2	Traditional Media Buy. Upload to EAGL and notify ECOLOGY.	
4.3	Direct Mail. Upload to EAGL and notify ECOLOGY.	
4.4	Translated deliverables. Upload to EAGL and notify ECOLOGY.	

DRAFT

SCOPE OF WORK

Task Number: 5 Task Cost: $0

Task Title: Project Close Out

Task Description:
The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will submit the Recipient Closeout Report (RCOR) in EAGL in accordance with Task 1.

B. The RECIPIENT will submit an Outcomes Summary using the ECOLOGY template.

Task Goal Statement:
The RECIPIENT will complete all close out submittals in a timely manner.

Task Expected Outcome:
* Timely and complete submittal of Recipient Closeout Report and Outcomes Summary.

Project Closeout Deliverables

Number	Description	Due Date
5.1	Outcomes Summary. Upload to EAGL and notify ECOLOGY.	

DRAFT

BUDGET (EAGL WILL GENERATE THIS SECTION BASED ON PROJECT TYPE/PARAMETERS, ETC. IT MIGHT BE HELPFUL FOR THE RECIPIENT TO USE THE BUDGET TABLE TO PLAN OUT THEIR BUDGET).

Funding Distribution

Funding Title: GROSS
Funding Type: Grant
Funding Effective Date: 07/01/2025
Funding Expiration Date: 06/30/2027
Funding Source: State – Grants of Regional or Statewide Significance

Recipient Match %: 0
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

Indirect Rate: 30%

Stormwater Financial Assistance Program	Task Total	Recipient Amount	ECY Amount
1. Grant and Loan Administration	$0	$0	$0
2. Campaign Development	$0	$0	$0
3. Creative Consulting	$175,000.00	$0	$174,975.00
4. Paid Media/ Communications	$75,475.00	$0	$65,150.00
5. Project Close Out	$0	$0	$0
Total	**$250,475.00**	**$250,475.00**	**$250,475.00**

Funding Distribution Name	Recipient Match	Recipient Share	Ecology Share	Total
GROSS	**0%**	**$0**	**$250,475.00**	**$250,475.00**
Total		**$0**	**$250,475.00**	**$250,475.00**

DRAFT

Application Budget Worksheet (not for EAGL, but do not delete from this draft document)

Funding Offer:

GROSS Grant Offer	SRF Standard Loan Offer	SRF Forgivable Principal Loan Offer	[Other WQC Funding] Offer	**Total Funding Offer**
$250,475.00	$0	$0	$0	**$250,475.00**

Does the funding offer amount shown in the following forms all match?

Offer Letter uploaded in EAGL:	Yes
EAGL Offer Form:	Yes
Published Offer List:	Yes

Was the funding offer less than the amount requested because of ineligible items? Please describe.

No

Any other comments / concerns / etc? Please describe.

Application Budget (copy content from "Scope of Work – FOR APPLICATION" form in EAGL)

Task	Budget in App	Notes
1. Grant and Loan Administration	$0	
2. Campaign Development	$0	
3. Creative Consulting	$175,00.00	
4. Paid Media/ Communications / Translation Services	$75,475.00	
5. Project Close Out	$0	Close out Task was not included in the application
Total	**$250,475.00**	

Agreement Budget

Task	Revised Budget	Notes
1. Grant and Loan Administration	$0	
2. Campaign Development	$0	
3. Creative Consulting	$175,000.00	
4. Paid Media/ Communications	$75,475.00	
5. Project Close Out	$0	
Total	**$250,475.00**	

DRAFT

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

"Administration Charge" means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology's cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

"Administrative Requirements" means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

"Annual Debt Service" for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

"Average Annual Debt Service" means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

"Acquisition" means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

"Centennial Clean Water Program" means the state program funded from various state sources.

"Contract Documents" means the contract between the RECIPIENT and the construction contractor for construction of the project.

"Cost Effective Analysis" means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

"Defease" or "Defeasance" means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

"Effective Date" means the earliest date on which eligible costs may be incurred.

"Effective Interest Rate" means the total interest rate established by Ecology that includes the Administrative Charge.

"Estimated Loan Amount" means the initial amount of funds loaned to the RECIPIENT.

"Estimated Loan Repayment Schedule" means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

"Equivalency" means projects designated by ECOLOGY to meet additional federal requirements.

DRAFT

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

DRAFT

"Principal and Interest Account" means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

"Project" means the project described in this agreement.

"Project Completion Date" means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

"Project Schedule" means that schedule for the project specified in the agreement.

"Revenue-Secured Debt" means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

"Reserve Account" means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

"Risk-Based Determination" means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

"Scope of Work" means the tasks and activities constituting the project.

"Section 319" means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

"Senior Lien Obligations" means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

"State Water Pollution Control Revolving Fund (Revolving Fund)" means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

"Termination Date" means the effective date of ECOLOGY's termination of the agreement.

"Termination Payment Date" means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

"Total Eligible Project Cost" means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

"Total Project Cost" means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

"ULID" means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

"ULID Assessments" means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

"Utility" means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

DRAFT

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY's Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, "Contracts for Architectural and Engineering Services," have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTs shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

DRAFT

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

E. Equipment Purchase: Equipment purchases over $5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over $5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs,

DRAFT

acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website. (This form is used for Section 319 funds only)

2. "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at http://www2.epa.gov/stylebook/using-epa-seal-and-logo. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

DRAFT

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."

C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting."

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTs shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends $750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: https://facweb.census.gov/.

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTs shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), https://www.sam.gov, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

DRAFT

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTs, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTs, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq., the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT

may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact

2. Entity's mailing address, telephone number, and e-mail address

3. The procurement on which the entity bid or quoted, and when

4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation

2. Opinion of RECIPIENT's Legal Council

3. Authorizing Ordinance or Resolution

DRAFT

4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for SRF Equivalency projects only)

5. CWSRF Federal Reporting Information form available in EAGL

6. Fiscal Sustainability Plan (Asset Management) Certification Form in EAGL (Only required if the project includes construction of a wastewater or stormwater facility construction)

7. Cost and Effectiveness Analysis Certification Form in EAGL (Required for all projects receiving SRF Loan funding)

8. State Environmental Review Process (SERP) Documentation (Required for facility projects only)

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

DRAFT

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

DRAFT

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology

Cashiering Unit

P.O. Box 47611

Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

DRAFT

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of $2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

DRAFT

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

"We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)

- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)

- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33"

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or

2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or

3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

4. Expressed written agreement by the ECOLOGY.

DRAFT

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.

2) Prohibit inflow of stormwater into separated sewer systems.

3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.

2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien

DRAFT

Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

ECOLOGY GENERAL TERMS AND CONDITIONS

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://apps.ecology.wa.gov/publications/SummaryPages/1701004.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

DRAFT

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all sub grantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by sub grantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

• Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

• For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

• Keep the IDP at the project site.

• Make the IDP readily available to anyone working at the project site.

• Discuss the IDP with staff, volunteers, and contractors working at the project site.

DRAFT

• Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

• Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

DRAFT

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY’s sole discretion.

11. DISPUTES

DRAFT

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

• Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.

• Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).

• Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

DRAFT

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

DRAFT

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.

b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.

c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

DRAFT

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

DRAFT

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

DRAFT

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products. For more suggestions visit ECOLOGY's web page, Green Purchasing, https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

DRAFT

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

DRAFT

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/20/2025

Committee Agenda type: Consent

Council Meeting Date: 11/10/2025

Date Rec'd	10/14/2025		
Clerk's File #	OPR 2025-0749		
Cross Ref #			
Project #			
Submitting Dept	WASTEWATER MANAGEMENT	**Bid #**	RFP 6431-25
Contact Name/Phone	JAMES "TREY" X7908	**Requisition #**	CR 27915
Contact E-Mail	JGEORGE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	4330 - CONTRACT WITH ENVIRONMENTAL INCENTIVES, INC TO IMPLEMENT		

Agenda Wording

Environmental Incentives, Inc. (EI) was selected through the City of Spokane's procurement process RFP 6431-25 to enter into a contract agreement not to exceed $238,890 to perform the tasks detailed in the City's grant contract with Washington State Department of Ecology (WQC-2026-Spokan-00418).

Summary (Background)

Grant WQC-2026-Spokan-00418 was awarded to the City to develop an RFP seeking to establish a private/public partnership that considers the needs of overburdened communities and benefits the community at the neighborhood scale, with the ultimate goal of constructing a regional stormwater facility. The contract with EI will satisfy implementation of grant WQC-2026-Spokan-00418, which includes: 1) engaging with neighborhood councils and public to identify community needs and gauge interest in siting a regional stormwater facility, 2) engaging with the private sector business community to gauge interest in establishing a community-based private/public partnership (CBP3) with the City to construct a regional stormwater facility, 3) performing cost and benefit analysis and develop fee-in-lieu program framework, 4) developing a draft performance-based contract template, and 5) developing a draft implementation RFP for the City to publish seeking responses from the private sector that propose CBP3 approaches to construct a regional stormwater facility. Note: Construction of a regional facility is not in the scope of grant WQC-2026-Spokan-00418 or this contract with EI.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible. The funding includes public engagement to gauge community interest and identify candidate locations with the goal of service overburdened communities, if applicable.

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

The information collected will be reported to Ecology via grant progress reports and used to develop an RFP.

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. By engaging with neighborhood communities in accordance with a Community Engagement Plan that will be developed and implemented as part of the contract scope.

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

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP. The development of an RFP to establish a partnership with the private sector that incorporates feedback from engagement with the community and private sector entities is the first step to constructing a regional green stormwater facility that is appropriately sited to save the ratepayers some capital and long-term costs of managing stormwater to protect water quality, and potentially also serve overburdened communities. This aligns with the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, and Integrated Clean Water Plan.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$ 238,890.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

A contract agreement for $238,890 of 100% reimbursable grant funds to deliver an RFP seeking a private-public partnership to implement a CBP3 project to construct a regional stormwater facility based on community feedback and needs.

Amount		Budget Account
Expense	$ 238,890.00	# 4330-98817-35148-54201-10254
Revenue	$ 238,890.00	# 4330-98817-99999-33431-10254
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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	GENNETT, RAYLENE	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE	ACCOUNTING -	BROWN, SKYLER
Accounting Manager	KECK, KATHLEEN		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Jeremy Sokulsky jsokulsky@enviroincentives.com	sspence@spokanecity.org
kkeck@spokanecity.org	jgeorge@spokanecity.org
Tax & Licenses	tlester@spokanecity.org
rgennett@spokanecity.org	cpraul@enviroincentives.com
contracts@enviroincentives.com	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	October 20, 2025
Submitting Department	Wastewater Management
Contact Name	James George III (Trey)
Contact Email & Phone	jgeorge@spokanecity.org 509-625-7908
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Contract with Environmental Incentives, Inc to implement Ecology grant WQC-2026-Spokan-00418
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Environmental Incentives, Inc. (EI) was selected through the City of Spokane's procurement process RFQ 6431-25 to enter into a contract agreement not to exceed $238,890 to perform the tasks detailed in the City's grant contract with Washington State Department of Ecology (WQC-2026-Spokan-00418). Grant WQC-2026-Spokan-00418 was awarded to the City to develop an RFP seeking to establish a private/public partnership that considers the needs of overburdened communities and benefits the community at the neighborhood scale, with the ultimate goal of constructing a regional stormwater facility. The contract with EI will satisfy implementation of grant WQC-2026-Spokan-00418, which includes: 1) engaging with neighborhood councils and public to identify community needs and gauge interest in siting a regional stormwater facility, 2) engaging with the private sector business community to gauge interest in establishing a community-based private/public partnership (CBP3) with the City to construct a regional stormwater facility, 3) performing cost and benefit analysis and develop fee-in-lieu program framework, 4) developing a draft performance-based contract template, and 5) developing a draft implementation RFP for the City to publish seeking responses from the private sector that propose CBP3 approaches to construct a regional stormwater facility. Note: Construction of a regional facility is not in the scope of grant WQC-2026-Spokan-00418 or this contract with EI.

Fiscal Impact

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

Total Cost: $238,890.00 (100% reimbursable)

Current year cost: $0

Subsequent year(s) cost: $0

Narrative: A contract agreement between the City of Spokane and Environmental Incentives, Inc. for $238,890 of 100% reimbursable grant funds to deliver an RFP seeking a private-public partnership to implement a CBP3 project to construct a regional stormwater facility based on community feedback and needs. (see attached).

Funding Source ☒ One-time ☐ Recurring ☐ N/A
Specify funding source: Grant
Is this funding source sustainable for future years, months, etc? Not applicable

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

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

This project is utilizing 100% reimbursable grant funding (WQC-2026-Spokan-00418).

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

- What impacts would the proposal have on historically excluded communities?

  Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible. The funding includes public engagement to gauge community interest and identify candidate locations with the goal of service overburdened communities, if applicable.

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

  The information collected will be reported to Ecology via grant progress reports and used to develop an RFP.

- 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. By engaging with neighborhood communities in accordance with a Community Engagement Plan that will be developed and implemented as part of the contract scope.

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

  This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP. The development of an RFP to establish a partnership with the private sector that incorporates feedback from engagement with the community and private sector entities is the first step to constructing a regional green stormwater facility that is appropriately sited to save the ratepayers some capital and long-term costs of managing stormwater to protect water quality, and

potentially also serve overburdened communities. This aligns with the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, and Integrated Clean Water Plan.

Council Subcommittee Review

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

Bid Response Summary

Bid Number	RFP 6431-25
Bid Title	Community Based Private Public Partnership (CBP3) Consultant - Sewer Maintenance
Due Date	Monday, August 18, 2025 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	cpraul@enviroincentives.com
Submitted By	cpraul@enviroincentives.com cpraul@enviroincentives.com - Friday, August 15, 2025 4:13:35 PM [(UTC-08:00) Pacific Time (US & Canada)] cpraul@enviroincentives.com
Comments	

Question Responses

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	1
	2	Proposer agrees and acknowledges that Request for Proposal document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer agrees and acknowledges compliance with Terms and Conditions in Informal Request for Proposal document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as “Exception to Terms and Conditions”. The City will consider and determine if exception will be accepted.	AGREED AND ACKNOWLEDGED
	4	Firm must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Firm must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.	CERTIFIED AND CONFIRMED
	5	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED

	6	Proposer confirms meeting the minimum qualifications as identified in Paragraph 1.4 “Minimum Qualifications”.	AGREED AND ACKNOWLEDGED
	7	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as “Proprietary”. See “Proprietary Information/Public Disclosure” Paragraph for public record requirements in the Terms & Conditions document.	AGREED AND ACKNOWLEDGED
	8	Proposer has included Letter of Submittal with Proposal combined into one document per Section 4 "Proposal Content" instructions.	YES
	9	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Chad Praul (530) 318-4540 cpraul@enviroincentives.com
	10	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Jeremy Sokulsky (650) 283-7997 jsokulsky@enviroincentives.com
DOCUMENTS TO UPLOAD:			
	1	Upload Request for Proposal Response (your Firm’s Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	Environmental Incentives Proposal - Spokane CBP3 - Submittal - signed.pdf
	2	Upload signed Attachment 2 "Certification Regarding Lobbying" if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	Attachment 4 - Certification Regarding Lobbying form - signed.pdf
	3	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	
	4	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	
	5	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	

BUSINESS LICENSE

STATE OF WASHINGTON
Profit Corporation

Issue Date: Oct 25, 2024
Unified Business ID #: 604309741
Business ID #: 001
Location: 0001

ENVIRONMENTAL INCENTIVES, INC.
FL 10
725 15TH ST NW
WASHINGTON DC 20005-2183

UNEMPLOYMENT INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

REGISTERED TRADE NAMES:
ENVIRONMENTAL INCENTIVES, LLC.

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

Director, Department of Revenue

UBI: 604309741 001 0001

STATE OF WASHINGTON

ENVIRONMENTAL INCENTIVES, INC.
FL 10
725 15TH ST NW
WASHINGTON DC 20005-2183

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/08/2025

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: Ashley Hurst	
PSA Insurance & Financial Partners, LLC 11311 McCormick Rd Suite 500 Hunt Valley MD 21031-8622	PHONE (A/C, No, Ext): (410) 821-7766	FAX (A/C, No): (410) 828-0242
	E-MAIL ADDRESS: ahurst@psafinancial.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Environmental Incentives, Inc. 725 15th Street NW Suite 10 Washington DC 20005	INSURER A : Sentinel Insurance Co, Ltd.	11000
	INSURER B : Hartford Insurance Co of Southeast	38261
	INSURER C : Allied World Insurance Co	22730
	INSURER D : Continential Casualty Company	20443
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 24 Updated Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		30SBABK7MPF	11/16/2024	11/16/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			30SBABK7MPF	11/16/2024	11/16/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			30SBABK7MPF	11/16/2024	11/16/2025	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		30WBCBL3SW3	12/02/2024	12/02/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability Retro-active Date: 8/5/2013			0313-1157	01/01/2025	01/01/2026	Professional LiabilityAgg	$2,000,000
							Each Occurrence	$2,000,000
							Deductible	$5,000

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

City of Spokane is Additional Insured as respects General Liability when required by written contract.

CERTIFICATE HOLDER

City of Spokane
808 W SPOKANE FALLS BLVD
SPOKANE WA 99201-3304

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

City of Spokane

CONSULTANT AGREEMENT

Title: COMMUNITY BASED PRIVATE PUBLIC PARTNERSHIP (CBP3) CONSULTANT

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ENVIRONMENTAL INCENTIVES, INC.**, whose address is 374 North Coast Highway 101, Suite 19, Encinitas, California 92024 as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide Consultation services to develop an RFP seeking the establishment of a Community Based Private public partnership (CBP3) that will ultimately collaborate to construct a regional stormwater facility; and

WHEREAS, the Consultant was selected from Request for Proposal No. 6431-25 issued by the City.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on October 1, 2025, and ends on April 30, 2027, unless amended by written agreement or terminated earlier under the provisions The contract may be renewed for one (1) additional one-year contract period, subject to mutual agreement.

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

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

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

4. COMPENSATION.
Total compensation for Consultant's services under this Agreement shall not exceed **TWO HUNDRED THIRTY-EIGHT THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS ($238,890.00)**, plus tax if applicable and in accordance with the Cost Proposal in Exhibit B. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.
The Consultant shall submit its applications for payment to City of Spokane Wastewater Management Department, 909 East Sprague Avenue, Spokane, Washington 99202 **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

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

A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
B. Subconsultant invoices will be billed using verified hours from subconsultant invoices and the T&M rates from Exhibit B.
C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
D. **Airfare**: Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts <u>are not</u> required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

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

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

7. TAXES, FEES AND LICENSES.

A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.
The Consultant shall indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage to the extent caused by the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

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

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it

returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

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

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

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

16. ASSIGNMENT AND SUBCONTRACTING.
The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall require that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

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

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

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

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

20. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

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

22. DISPUTES.

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

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

23. TERMINATION.

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

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

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

25. MISCELLANEOUS PROVISIONS.

A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall

have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

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

L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

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

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

ENVIRONMENTAL INCENTIVES, 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 to this Contract:
Exhibit A – Certificate Regarding Debarment
Exhibit B – Consultant's Response to Request for Proposal

25-208a

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

Response to the City of Spokane

Community Based Private Public Partnership Consultant

RFP#6431-25

August 18, 2025

Person Authorized to Legally Bind
Jeremy Sokulsky
CEO, Environmental Incentives
jsokulsky@enviroincentives.com

Technical Point Of Contact
Chad Praul
Partner, Environmental Incentives
cpraul@enviroincentives.com
Cell: +1 (530) 318-4540

HERRERA
Science + Planning + Design

Environmental Incentives

GREATER SPOKANE inc.

LETTER OF SUBMITTAL

August 15, 2025

City of Spokane Purchasing Department
915 Nelson Street
Spokane, WA 99202
Attn: Tanya Lester

RE: CBP3 Planning for the City of Spokane – RFP# 6431-25

Dear Mrs. Lester and Selection Committee,

Environmental Incentives, Inc. (EI) is pleased to submit our proposal in response to the City of Spokane's Request for Proposals (RFP) to support the City in exploring a Community-Based Public-Private Partnership (CBP3) to deliver a regional stormwater facility.

Our team—EI (prime), Herrera Environmental Consultants, and Greater Spokane Inc.—brings unmatched CBP3 expertise in Washington State. We authored Ecology's CBP3 Guidebook, led the state's CBP3 technical assistance program, and supported the initial development of Spokane's CBP3 program. This unique position means we already understand the City's context, priorities, and opportunities. Yet, EI is not a CBP3 implementer, allowing us to provide an unbiased perspective focused on structuring a project that transfers appropriate risk, attracts multiple competitive bidders, and delivers measurable stormwater and community outcomes.

We propose a three-phase approach, the Outcomes Analysis, Site Selection, & Facility Scope; Financial Analysis and Revenue Source Identification; and CBP3 Program Development. This process will ensure the City receives a launch-ready procurement package grounded in partner input, technically sound analyses, and defensible procurement approach.

Our team meets and exceeds all Minimum Qualifications outlined in section 1.4 of the RFP and acknowledges and agrees to comply with all terms and conditions of the RFP. We have no current or former agency employees whose employment would create a conflict, and no contract terminations for default in the past five years. EI registered as a C-Corporation (Washington certification #604309741) and Herrera is an S-Corporation. Our team will comply with all terms and conditions set forth in the RFP unless otherwise agreed upon by the Agencies.

We are committed to delivering on time, on budget, and with the highest level of technical and strategic quality. We look forward to working with the City to launch a CBP3 program that measurably reduces stormwater contributions to the combined sewer system, mitigates untreated discharges to the Spokane River, recharges groundwater, and supports vibrant economic development.

Sincerely,

Jeremy Sokulsky
Jeremy Sokulsky (Aug 15, 2025 15:51:58 PDT)

Jeremy Sokulsky, CEO
Environmental Incentives, Inc. (Corporation)
374 North Coast Highway 101, Suite 19
Encinitas, CA 92024
(650) 283-7997 (cell)
jsokulsky@enviroincentives.com

cc

Alice Lancaster
Herrera Environmental Consultants, Inc.
2200 Sixth Avenue, Suite 1100
Seattle, WA 98121
(206) 441-9080
alancaster@herrerainc.com

Joey Gunning
Greater Spokane, Inc.
801 W. Riverside, Suite 200
Spokane, WA 99201
(509) 321-3617
jgunning@greaterspokane.org

TECHNICAL PROPOSAL

A. Project Understanding & Approach

The City of Spokane (City) is interested in implementing a new approach to solving persistent stormwater challenges that threaten the Spokane River's water quality, strain the combined sewer system, and limit infill development. A regional stormwater facility developed under a Community-Based Public-Private Partnership (CBP3) offers Spokane a path to water quality protection and cost-effective infrastructure delivery, while serving overburdened neighborhoods.

By the end of this planning project, Spokane will have:

- A vetted, performance-based project scope and metrics, tested with key partners and ready for procurement.
- A Value for Money (VfM) analysis comparing CBP3 and traditional delivery, grounded in realistic capital and operations and maintenance (O&M) cost estimates.
- A framework for a fee-in-lieu program that funds high-performing regional facility development and offers a viable alternative compliance mechanism.
- A draft Implementation RFP and contract designed to attract high-quality partners, transfer appropriate risk, and deliver measurable stormwater and community benefits.

Strategic Approach

Our team – Environmental Incentives (EI), Herrera Environmental Consultants (Herrera), and Greater Spokane Inc. (GS) - will guide Spokane through a deliberate, three-phase process that builds from shared priorities to a launch-ready Implementation RFP and contract (see Figure 1). We embed equity in every stage of our work, starting by engaging with community groups like the East and West Central Neighborhood Councils, and leveraging data like the Interactive Climate Vulnerability Index Map to ensure projects deliver lasting benefits where they are needed most.

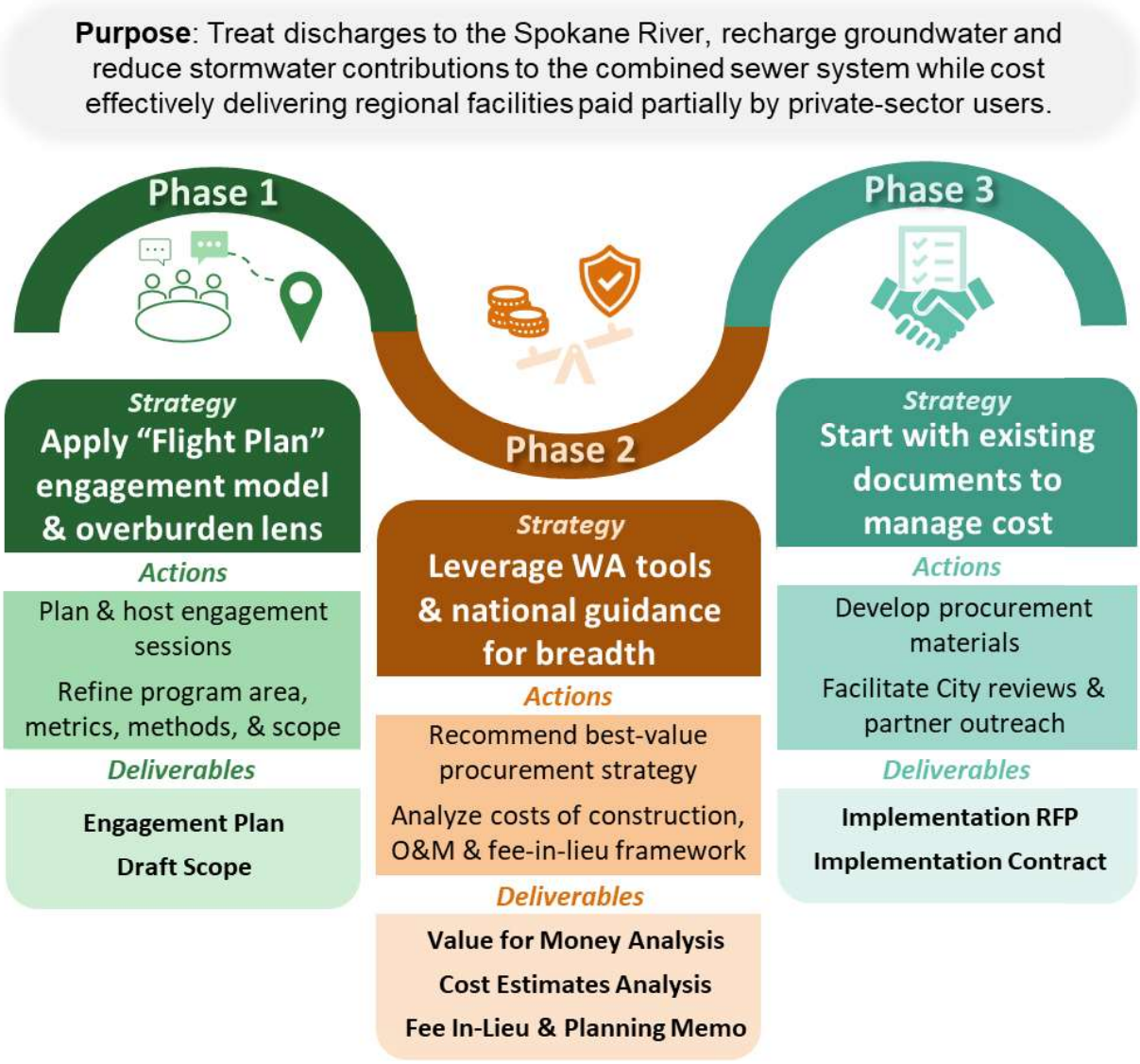


Figure 1. The EI team's strategic approach to delivering the City's three phases, including the overarching purpose and each phase's strategy, key actions, and resulting deliverables. This strategic approach ensures the City will be ready to secure high-quality CBP3 implementation services when the Implementation RFP is released.

In Phase 1, we will apply EI's "Flight Plan" engagement model, categorizing partners as "pilots," "crew," and "passengers," to clarify roles, build alignment, and define measurable performance outcomes. In Phase 2, we will evaluate facility siting, funding options, and delivery models, culminating in a VfM analysis to help Spokane confidently choose between CBP3 and traditional procurement. In Phase 3, we will use the City's existing CBP3 contract template, which our team developed with support from the Washington State Department of Ecology (Ecology), to produce a tailored implementation RFP and a performance-based contract that is competitive, enforceable, and flexible to the City's needs.

Our approach is grounded in precedent: EI authored the Washington State Guidebook for Municipal Stormwater Managers (CBP3 Guidebook) (see Figure 2, Herrera brings decades of regional engineering and cost analysis experience (including working with Ecology to update the Stormwater Management Manual for Eastern Washington, which included an in-depth review of the Spokane Regional Stormwater Manual), and GS offers unparalleled local developer insight. Together, we provide an unbiased team without any conflicts of interest and with proven success delivering similar programs in Washington, California, and Nevada.

Figure 2. Guidebook used to introduce CBP3s to Washington, authored and supported by this team.

B. Work Plan & Schedule

EI, Herrera, and GS will follow Spokane's three-phased, milestone-driven work plan with close coordination with the City (as shown in Figure 1 above). The City's involvement will include participation in key engagement meetings, feedback cycles on deliverables, and validation of assumptions and outputs. All analyses will be using existing data and desktop analysis, and focusing the financial analysis on a short list of the most viable options for Spokane.

Phase 1. Outcomes Analysis, Site Selection & Facility Scope

Many eligible development/redevelopment areas, particularly those in higher density areas of central Spokane, cannot readily meet stormwater requirements with on-site stormwater facilities (e.g., bioretention), creating a need for a regional alternative that meets regulatory and community goals. Establishing clear roles, decision-making processes, and coordination pathways from the outset is essential to designing a solution that is both technically feasible and practical.

Setting a strong foundation for the project, EI will develop a partner engagement plan that defines internal and external program partners, clarifies their roles, and outlines how feedback will be gathered throughout the process. GS will play an essential role in connecting local land developers and motivating them to engage with real feedback on the program's practicality and structure. External partners are expected to include prominent developers such as the Cowles Company, Vandervert Developments or Whipple Consulting Engineers. We will use EI's proven "Flight Plan" engagement model which categorizes partners as "pilots" (City departments with approval authority), "crew" (land developers and City staff), and "passengers" (the broader public and interested implementers), successfully applied in projects like the City of Reno's stormwater crediting program. The flight plan can also engage community partners, such as the East and West Central Neighborhood Councils. This approach creates clarity around responsibilities and helps attain early, consistent buy-in from all partners.

Informed by partner input, Herrera will collaborate with City staff to refine and tailor key CBP3 elements for a successful program, including:

- Eligible program area
- Stormwater outcomes (e.g., treatment, groundwater recharge, stormwater runoff reduction to the combined sewer system)
- Community and economic outcomes (e.g., vibrant business, housing opportunities, green space, park amenities in underserved areas)
- Quantitative performance measures
- Methods/tool for reporting
- Methods/tools for verification

This work will build on Spokane's CBP3 Procurement Memo and the RFP Draft template, both developed by the EI team as part of the Department of Ecology CBP3 technical assistance program.

Photo 1. Herrera's Albany Loop Regional Stormwater Pond was awarded an ACEC Engineering Excellence Award and named APWA National Project of the Year. The facility serves as an amphitheater during dry periods and holds and infiltrates water during storm events. Every year, the park infiltrates over 10-acre feet of water to recharge the base flow of the Black River in Thurston County – enough water to cover a football field in about 7 feet of water.

Herrera will integrate the program elements listed above into a PowerPoint presentation to document the Draft Scope. This presentation will serve as the primary material that partners react to throughout the engagement process.

Herrera will then identify potentially suitable private and publicly-owned areas that are likely feasible for regional stormwater facility siting based on the desired stormwater and community outcomes, input from internal and external partners, locations of redevelopment activity, and

technical factors including: basin boundaries, drainage infrastructure, geotechnical conditions/infiltration feasibility, slopes, critical areas, parcel ownership/occupancy status, degree of parcel development, and stormwater flow accumulation (i.e., where can large volumes of stormwater volume be managed). To capture community benefits, we will also evaluate the Interactive Climate Vulnerability Index Map and datasets on public space access, active transportation routes, and safe connections to schools and community hubs to ensure site selection and program design explicitly consider the needs of overburdened communities. Our team will work with key partners, such as the East Central and West Central Neighborhood Councils, and the development to validate outcomes.

This approach builds on our success leading early-stage program design efforts for municipalities exploring outcome-based stormwater or water quality solutions. For the City of Reno, EI facilitated a multi-stakeholder engagement process (including Tribes, permittees, regulators, and environmental nonprofits) and developed a guidebook that translated a complex water quality offset program into clear, regulator- and permittee-approved actions. Herrera has conducted dozens of stormwater basin planning efforts for capital improvement, GSI retrofit plans, and regional facility planning efforts, and can leverage this proven approach to streamline facility siting and concept development, ensuring that high-priority locations are identified quickly and that planning decisions are grounded in both technical feasibility and community priorities.

Deliverables

A. **Engagement Plan**, a 3–5-page memo defining program partners and process to review key elements of the CBP3 program that will be included in the Draft Scope.
B. **Draft Scope**, a standalone PowerPoint file that briefly describes: eligible areas, performance measures, methods/tools for performance measure accounting, program terms, maintenance concepts and stages of project delivery included (e.g., design, build, maintain). Slides will generally include a diagram, several bullets, or a short paragraph describing the elements of the Regional Facility CBP3 Program. The scope will also include an **eligible area map** identifying private and publicly-owned areas that are likely feasible for regional stormwater facilities based on defined environmental and community outcomes, technical constraints, development activity, and feedback from partners.

City Staff Involvement

We will engage City staff at key points in Phase 1 to guide and validate the work without creating unnecessary demands on their time. This will include participating in a kickoff meeting to confirm goals, roles, and timelines; reviewing the draft Engagement Plan; and supporting logistics for partner engagement events. Staff will join a working meeting to refine CBP3 elements and scope, review proposed site screening criteria, and provide input during two rounds of review of the Draft Scope and eligible area map.

Phase 2. Financial Analysis and Revenue Source Identification

In order to confidently select the most effective procurement approach for regional facility development, the City needs a clear understanding of the costs, risks, benefits, and anticipated performance associated with both traditional and CBP3 delivery options. Herrera will lead the development of capital and O&M cost estimates for a representative regional stormwater facility, while GS will contribute insights into local market dynamics that may influence feasibility and long-term costs, such as identifying areas (such as Hillyard or Central neighborhoods) for a potential stormwater facility.

Herrera is an expert in sustainable and innovative stormwater management and has developed designs for regional stormwater facilities for over 40 years, including 50+ conceptual plans and 5 award winning designs in the last 10 years (selected example shown in Photo 1 above). Having updated the Stormwater Management Manual for Eastern Washington (SWMMEW), Herrera also has a deep understanding of the stormwater requirements the facility must achieve, and the types of stormwater facilities that can best meet those requirements cost effectively. Our team will leverage that expertise to develop a representative set of regional facility concepts to bookend the technical feasibility of meeting regulatory goals, range of capital and O&M costs, and anticipated environmental benefits. We will distill our analysis into an annotated spreadsheet that equips the City with clear findings on where and how to invest.

Following these analyses and recommendations, EI will conduct a standard Value for Money (VfM) analysis that compares the lifecycle costs of each procurement approach (see the VfM assessment from the Federal Highway Administration's P3 Toolkit [P3 Toolkit] shown in Figure 3). The VfM analysis will include risk-adjusted lifecycle costs, sensitivity testing on key variables, and an assessment of qualitative factors, such as innovation potential, accountability mechanisms, and delivery timelines. We will develop a Public Sector Comparator (PSC) to estimate lifecycle costs under conventional City-led delivery. In parallel, we will model a CBP3 delivery scenario (also referred to as a "shadow bid"), incorporating assumptions around private financing, long-term performance obligations, and risk transfer.

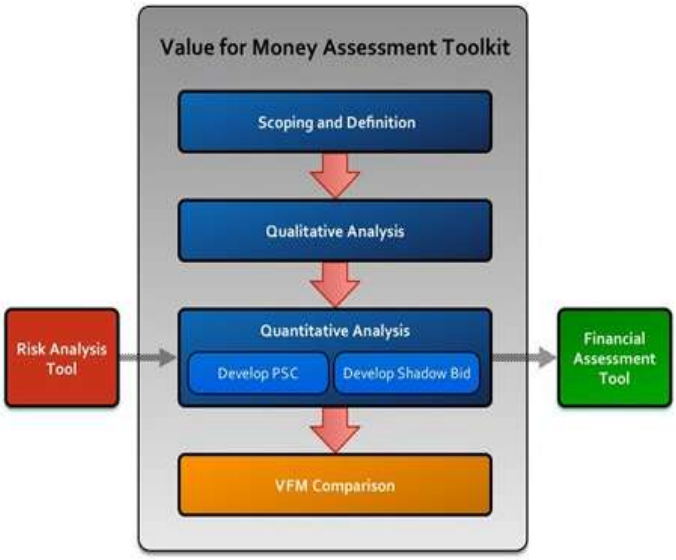


Figure 3. The Value for Money (excerpt depicted here from the P3 Toolkit) analysis compares the lifecycle costs of the CPB3 model and traditional procurement.

Together, the cost—benefit estimates and VfM findings will inform the structure of Spokane's future Implementation RFP and provide City leadership with a clear, data-driven basis for selecting the delivery model that best supports the City's goals: minimizing stormwater flows to the combined sewer system and untreated discharges to the Spokane River.

EI will evaluate the feasibility of a fee-in-lieu (FiL) program as an alternative compliance mechanism, and how the FiL framework and CBP3 project can integrate with the City's "Shaping Spokane" comprehensive plan, helping embed this work into the broader vision for land use, infrastructure, and equity. This research will further include 1) a review of regulatory, governance, and procurement rules and 2) identification of one-time funding sources; as noted in Attachment 3: Process Flow Chart. The resulting **Regional FiL and Planning Memo** will provide the City with a clear, defensible business case that supports competitive procurement and long-term stewardship, without assuming that CPB3 procurement is the best approach.

Our team's use of the P3 Toolkit, experience gained from updating the SWMMEW, expertise in regional stormwater facility design, and recent development of a fee-in-lieu program ensures that the VfM analysis and FiL recommendations will be both rigorous and directly applicable to Spokane's decision-making. EI and Herrera have supported clients in Washington and beyond in applying these frameworks to regional water infrastructure projects, resulting in procurement strategies that were fiscally defensible and practical in the real world.

Deliverables

C. **Cost and Benefit Analysis**, a multi-tab spreadsheet with an introduction and annotations that describe the inputs and assumptions for costs and benefits of a regional stormwater facility. The sheet will include a summary tab with results and findings from the analysis. Inputs will be for representative facility/facilities based on citable references and professional judgement applied to Spokane's situation.
D. **VfM Analysis**, a multi-tab spreadsheet with introduction and annotations that describe both the PSC and the CBP3 procurement scenario. The analysis will include the PSC, a CBP3 procurement scenario, risk adjusted quantitative analysis, qualitative analysis, and several sensitivity tests. Industry references will be cited and professional judgment will be applied to tailor the analysis to Spokane's context.
E. **Regional FiL & Planning Memo**, a 7–10-page narrative document tailored for City stormwater staff, summarizing the feasibility, considerations, and recommendations related to a regional program; FiL policy framework; one-time funding sources and CBP3 procurement and integration into the City's Shaping Spokane Plan.

City Staff Involvement

City staff will provide targeted input during Phase 2 to ensure all financial and facility evaluations are grounded in Spokane's context. This will include reviewing and approving the representative regional facility concept(s) before cost estimation begins, confirming that assumptions align with City priorities and regulatory requirements.

Phase 3. CBP3 Program Development

To attract quality bidders and protect City interests, Spokane needs procurement documents that clearly define expectations, risks, and accountability. EI will translate findings from Phases 1 and 2 into actionable procurement materials Spokane can use to secure high-quality CBP3 implementation services. Building on the broad contract template developed for Spokane with assistance from EI, we will leverage our experience authoring the Washington State CBP3 Guidebook and developing outcome-based RFPs for jurisdictions such as San Diego County and Anne Arundel County to develop the **draft Implementation RFP** and **performance-based Contract Template**. These draft documents will include detailed scope language, outcome-based performance metrics, verification methods, maintenance standards, risk transfer mechanisms, and payment terms. Our approach ensures that the contract reflects lessons from the engagement process, addresses key concerns from private implementers, and gives Spokane the tools to hold partners accountable for results.

Anticipated Challenge: RCW 39.10

If the Implementation RFP uses Design-Build language, Spokane must be certified or obtain one-time program approval from a state review board. Our team will design the RFP to follow a "performance-based service contract" and avoid RCW 39.10 conflicts or gain greater flexibility in design of the RFP by supporting the City to obtain necessary approval from the review board.

To further set Spokane up for implementation success, our team will facilitate meetings with City legal and procurement staff to test and refine these documents and ensure readiness for launch. We will also conduct targeted outreach to national and local CBP3 implementers to ensure the Implementation RFP is both rigorous and attractive to a competitive pool of proposers. This approach ensures that Spokane will be positioned to issue a high-quality, performance-based Implementation RFP that results in a regional stormwater facility with measurable stormwater and community outcomes. Our deep familiarity with the CBP3 marketplace, combined with our position as a non-implementer, enables us to create materials that both maximize value for Spokane and encourage healthy competition.

EI's authorship of the Washington CBP3 Guidebook and role as technical advisor to Ecology on performance-based contracting ensures our team is uniquely positioned to draft contract documents that balance accountability, flexibility, and competitiveness. Our team developed a performance-based RFP for San Diego County's offsite stormwater compliance program in Rainbow Creek, helping the County solicit private partners for nutrient load reduction projects and resulting in a contract issued to Resource Environmental Solutions and Rick Engineering. This project is currently in permitting and is anticipated to deliver more than the originally contracted amount of nitrogen load reductions due to innovations discovered during design.

Deliverables

F. Implementation RFP, a narrative document incorporating necessary performance-contract elements and the City's boilerplate language in the appropriate template. This document is expected to follow a similar format as the Planning RFP that this proposal responding to. However, scope and terms are expected to vary substantially (e.g., the Implementation RFP is likely to be firm fixed price rather than time & materials).

G. Implementation Contract, a narrative document incorporating necessary performance-contract elements and the City's boilerplate language in the appropriate template. This document is expected to be a refined version of the RFP's scope and payment terms – likely to include a per unit cost of outcome delivery, agreed to milestone payments, and other details negotiated with the successful bidder for CBP3 implementation.

City Staff Involvement

City staff involvement in Phase 3 will focus on two key touchpoints. Staff will join short meetings early in the development of the Implementation RFP and Implementation Contract to confirm priorities and provide initial direction for each. Later, staff will review one draft of each document, offering targeted feedback to ensure both align with City policies and procurement practices.

Table 1. Work Plan Timeline with Deliverables

Phase & Deliverables	Estimated Timing
Phase 1: Outcomes, Site, & Scope	Month 1-4
A. ***Engagement Plan***	Month 2
B. ***Draft Scope***	Month 4
Phase 2: Financial & Revenue Source	Months 3-7
C. ***Cost-Benefit Estimation Analysis***	Month 3
D. ***Value-for-Money Analysis***	Month 5
E. ***Regional Fee-in-lieu & Planning Memo***	Month 7
Phase 3: CBP3 Program Development	Months 8-12
F. ***Implementation RFP***	Month 10
G. ***Implementation Contract***	Month 12

MANAGEMENT PROPOSAL

This project can be completed in 12 months with a management structure that effectively coordinates its multiple moving parts. It needs a structure that keeps work organized, decisions timely, and the City aware from start to finish. By the end of this engagement, Spokane will have a coordinated set of deliverables ready to support a competitive procurement on schedule, on budget, and grounded in the City's priorities.

A. Experience & Team

Our team offers unmatched expertise in CBP3 program development, with a team that has regional stormwater facility planning experience and collaboration with local businesses and are not conflicted by interest in implementing the program. EI, Herrera, and GS will work together to deliver a performance-based stormwater project that meets Spokane's regulatory needs, infrastructure goals, and economic and community priorities.

As the statewide provider of CBP3 technical assistance, EI brings deep knowledge of Washington's guidance, having authored Ecology's CBP3 Guidebook and led technical support for local governments across the state. We understand Spokane's opportunity because we helped shape the very framework the City will apply. Importantly, EI is not a CBP3 implementer, allowing us to offer truly impartial advice—focused on structuring terms that transfer risk, attract multiple bidders, and secure long-term value for the City. Herrera adds over 40 years of regional engineering experience, with leadership in stormwater regulations, planning and design. GS provides the local development insight needed to engage builders, landowners, and economic partners, ensuring that the CBP3 project is credible, attractive and aligned with Spokane's growth.

In the sections that follow, we highlight each organization's qualifications, experience, and key personnel—demonstrating a team that not only knows the CBP3 approach, but has built and supported it from the ground up.

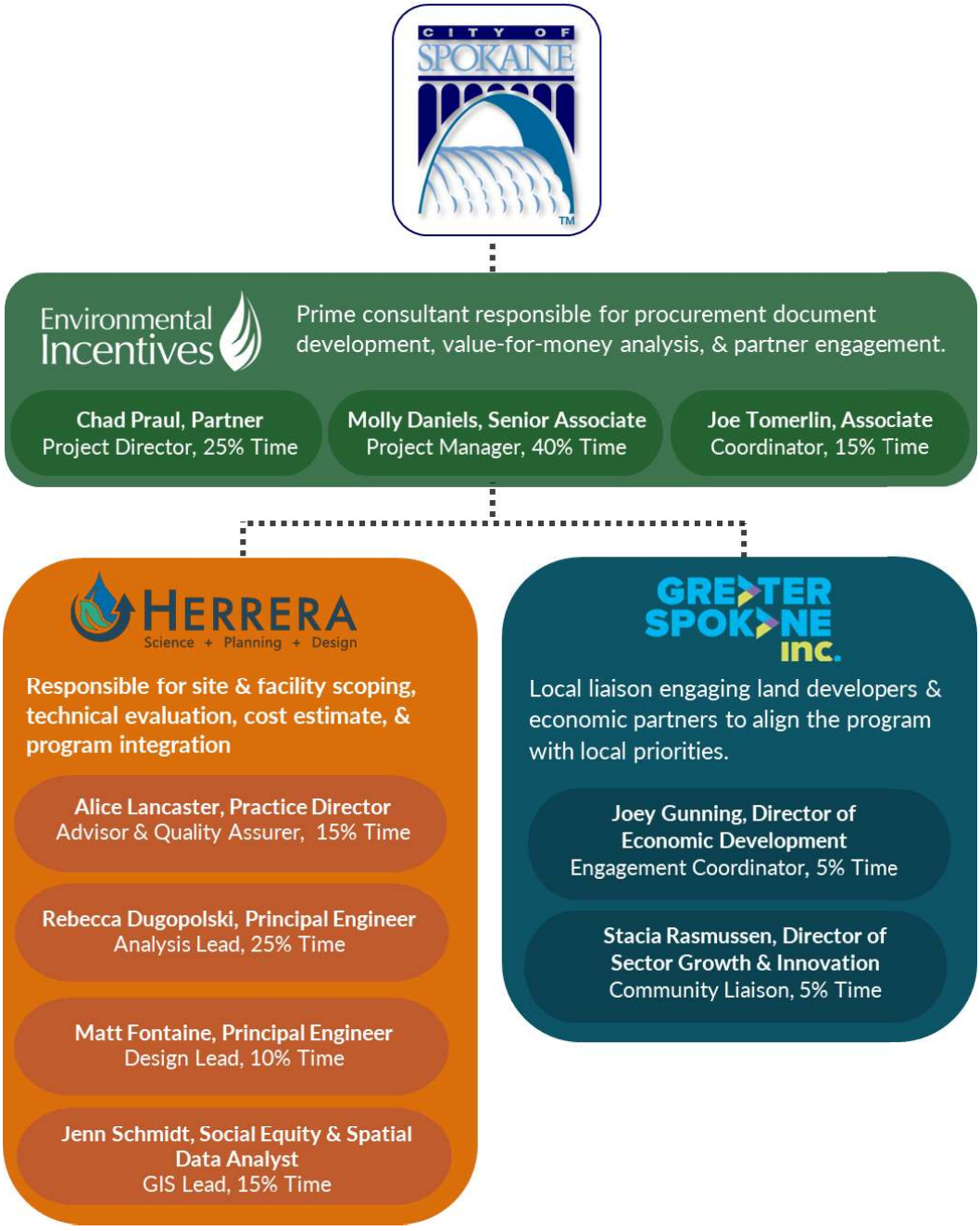


Figure 4. The EI team's organizational structure ensures we can leverage all the necessary knowledge and experience to deliver regional facility development RFP materials.

Team Management and Process

EI will manage the contract and integrate the work of Herrera and GS, while coordinating with the City (as shown in Figure 4). A senior lead from EI and Herrera will meet with the City's project manager monthly to review contract progress and make decisions. Regular calls amongst task or deliverable leads are envisioned, but will be adjusted as each task becomes more or less central to the project's critical path. GS is a resource partner that will provide support as needed, primarily during early design of the engagement process and when partner reviews need to be scheduled.

Firm Bios

Environmental Incentives

Prime Consultant | RFP Development | Partner Engagement | VfM Analysis | FiL Evaluation

Environmental Incentives (EI) is a national leader in designing and implementing performance-based environmental programs that align public goals with private-sector delivery. As an employee-owned, Certified B Corporation with a 20-year history, EI supports local, state, and federal agencies in transforming infrastructure challenges into measurable environmental outcomes. EI specializes in CBP3s, pay-for-performance contracting, and incentive program design. As the author of the nationally recognized Pay for Performance Toolkit, EI provides the technical and strategic foundation for CBP3 implementation across Washington, including its work on Ecology's CBP3 Technical Assistance Program and Guidebook.

For Spokane CBP3 project, EI will serve as the prime consultant, coordinating partner contributions while leading the development of the implementation RFP and implementation contract deliverables. EI's responsibilities include defining project outcomes, structuring the terms of partnership, conducting a Value for Money (VfM) analysis, and evaluating fee-in-lieu (FiL) pricing methods. Key personnel include **Chad Praul**, **PE**, Partner and technical lead for VfM and contract structuring; **Molly Daniels**, Senior Associate and project manager, lead for partner engagement and author of documents; and Joe Tomerlin, Associate for support of analyses and engagement. EI brings direct experience designing an offsite compliance program in Reno, NV, and developing the fee-in-lieu program for Paso Robles, CA.

Herrera Environmental Consultants

Site & Facility Scoping | Technical Evaluation | Cost Estimation | Program Integration

Herrera Environmental Consultants (Herrera) is a multidisciplinary engineering and environmental science firm with over 40 years of experience in stormwater infrastructure, watershed planning, and green stormwater design. Known for advancing sustainable stormwater solutions across Washington and the Pacific Northwest, Herrera delivers technical analyses and design strategies rooted in regulatory expertise and ecological performance. The firm has played a critical role in shaping CBP3 readiness through its collaborations with Ecology, regional utilities, and municipal public works departments.

For the Spokane CBP3 project, Herrera will lead the identification of eligible project areas, refinement of outcome measures, and evaluation of a representative regional facility feasibility. The team will generate cost estimates for construction and long-term O&M, supporting EI's VfM analysis and helping Spokane compare CBP3 to conventional procurement methods. Herrera will also provide recommendations for integrating the program into the City's Comprehensive Plan (*Shaping Spokane*). Key personnel include Rebecca Dugopolski, PE, who will lead site analyses; Alice Lancaster, PE, who will oversee technical quality and coordination; and Matt Fontaine, PE, who will serve as the design engineer and cost estimator for a representative regional facility, and Jenn Schmidt, GISP, who will applying her deep expertise in GIS-based equitable data analysis to ensure our recommendations are responsive to the needs and priorities of the city's overburdened communities.

As part of the Department of Ecology's CBP3 technical assistance program, Herrera (alongside

EI) recently helped six Washington governments develop CBP3 project/program concepts and successful Ecology grant applications (including Spokane). Herrera is also supporting CIS in implementing Seattle's RainCity, the region's first stormwater CBP3.

Greater Spokane Inc.

Local Presence | Developer Engagement | Community Alignment

Greater Spokane Inc. (GS) is the region's leading economic development organization and chamber of commerce, with deep roots in business advocacy, workforce development, and strategic partnerships. As a trusted regional convener, GS brings decades of experience connecting civic institutions, developers, and public agencies to promote infrastructure that supports equitable growth and investment. GS' close relationships with the local development community position it uniquely to facilitate feedback and foster early support for programmatic tools like regional facilities and fee-in-lieu programs.

For the Spokane CBP3 planning effort, GS will lead engagement with developers, landowners, and business partners to ensure the program design aligns with local realities and builds early buy-in. Their input will support program scoping, help identify practical incentives, and contribute to outreach strategies that attract implementation partners. GS' involvement ensures that the regional facility model addresses on-the-ground challenges such as limited space for onsite management and supports equitable, development-aligned outcomes. This role builds on GS' past work advising on infrastructure planning efforts and helping bridge public-private priorities in Spokane.

Staff Bios

Chad Praul, PE, Environmental Incentives

Chad**,** will serve as Senior Director for this project, bringing over 20 years of experience designing performance-based stormwater programs and public-private partnership strategies for local governments. As a founding Partner at EI, Chad leads projects that align regulatory goals with innovative delivery mechanisms, including fee-in-lieu structures, alternative compliance, and CBP3 procurement. He has led analyses for municipalities seeking to compare P3 delivery with conventional approaches and co-authored the nationally recognized *Pay for Performance Toolkit* used by local and state agencies across the U.S. His recent work includes advising the State of Washington's CBP3 Technical Assistance Program, designing fee in lieu programs for Paso Robles, CA and Reno, NV, and developed a performance contract RFP for Rainbow Creek restoration. For Spokane, Chad will oversee RFP and contract development, provide quality assurance and guide engagement of partner organizations.

Molly Daniels, Environmental Incentives

Molly will serve as the project's day-to-day lead, managing coordination across partner teams, facilitating stakeholder engagements, analyzing financial strategies, and drafting the CBP3 RFP and contract. A Senior Associate at EI, Molly brings over 10 years of experience supporting public-sector clients with performance-based program design, policy development, and collaborative planning processes.

She specializes in translating complex financial and technical concepts into clear, actionable materials for municipal and community partners. Molly has led learning networks, facilitated public-private workshops, and developed monitoring, evaluation, and learning (MEL) frameworks for local, state, and federal agencies. For this project, she will guide the development of Spokane's planning RFP, apply VfM findings to inform procurement structure, and lead direct engagement with developers and potential CBP3 implementers. Her recent work managing statewide learning programs and designing strategic communications tools positions her well to ensure Spokane's CBP3 program is partner-ready, actionable, and tailored for implementation.

Joe Tomerlin, Environmental Incentives

Joe will support the development of Spokane's engagement plan, VfM analysis, and other analysis tasks critical to shaping a practical, defensible CBP3 program. Joe brings five years of experience in environmental consulting, planning, and water conservation program delivery. He has managed data collection, cost tracking, and performance reporting for multi-site infrastructure and conservation programs, ensuring technical accuracy and clear communication of results to clients and stakeholders. Joe's background includes environmental planning for large utility projects across Northern and Central California, municipal water conservation program design, and direct stakeholder engagement. For Spokane, Joe will apply his skills in data management, benefit calculation, and partner coordination to help refine program metrics, evaluate procurement options, and prepare materials that are both analytically rigorous and easy for decision-makers to use.

Rebecca Dugopolski, PE, Herrera

Rebecca will lead Herrera's analysis of potential regional stormwater facilities, guiding the technical evaluation of candidate sites, infrastructure needs, and program feasibility. A principal engineer with over 20 years of experience, Rebecca brings deep expertise in stormwater planning, hydrologic modeling, and green infrastructure design for municipalities across Washington State. She is highly experienced in evaluating regional-scale stormwater strategies aligned with regulatory requirements and integrated into municipal capital planning frameworks. Rebecca has supported multiple CBP3-aligned planning efforts and has worked extensively with local governments to define practical, cost-effective infrastructure solutions. For Spokane, she will oversee site screening, refine facility scope, and integrate program elements with the City's comprehensive stormwater and land use planning objectives.

Alice Lancaster, PE, Herrera

Alice will serve as Herrera's project director and lead quality assurance for all technical deliverables. As a senior water resources engineer and practice director, Alice brings more than 20 years of experience delivering stormwater infrastructure planning, green stormwater design, and municipal program support across the region. She has led multidisciplinary teams on complex public-sector

projects, including watershed-scale infrastructure planning and permit-driven compliance strategies. Alice is deeply familiar with Washington's regulatory context and CBP3 frameworks and has advised agencies on the integration of regional facilities into long-term capital planning. For Spokane, she will provide strategic oversight, review technical outputs for consistency and rigor, and ensure that Herrera's work supports Spokane's goal of delivering a regional stormwater solution that is cost-effective, buildable, maintainable, and aligned with City planning and permitting standards.

Matt Fontaine, PE, Herrera

Matt is a Principal Engineer at Herrera with over 20 years of experience in watershed planning and stormwater facility design. As part of his broad portfolio, he has led design for numerous regional stormwater facilities, including two award winning projects. Regional facility support has included facility feasibility analysis, siting, design, capital/O&M cost estimation, specifications, design bid sets, and construction observation. For the Spokane CBP3 project, Matt will serve as the design lead responsible for developing a conceptual design and estimating capital and O&M costs for a regional stormwater facility. His work will help ground the program in real-world design considerations and align with Spokane's regulatory and infrastructure context.

Jenn Schmidt, GISP, Herrera

Jenn is the Social Equity and Spatial Data Analysis Lead at Herrera. She has 17+ years of experience using GIS and related technologies to map and model geospatial trends, in support of environmental decision-making. She specializes in designing spatial analysis for multi-benefit project selection, working with her clients and partners to incorporate environmental, accessibility, public health, and social equity datasets into spatial indices on easy-to-use maps. For Spokane, Jenn will lead GIS-based screening and equitable data analysis, supporting the identification and prioritization of sites using equity and pollutant loading indicators, ensuring recommendations are responsive to the needs and priorities of the city's overburdened communities.

Joey Gunning, Greater Spokane Inc.

As Director of Economic Development at Greater Spokane (GS), Joey serves as the primary connection point between the project team and Spokane's real estate and development community. He works directly with local developers, property owners, and business leaders to identify opportunities where infrastructure investments can align with market trends and growth strategies. Joey's expertise in land use planning, permitting pathways, and development incentives enables him to provide practical guidance on how a CBP3 program can integrate seamlessly with Spokane's built environment. His established network across the land development sector will help ensure the program is both market-ready and positioned for strong private-sector participation.

Stacia Rasmussen, Greater Spokane Inc.

As GS's Director of Sector Growth & Innovation, Stacia engages with a wide spectrum of industries to foster economic vitality and align infrastructure planning with sector-specific needs. She collaborates with companies and industry associations to understand operational requirements, workforce considerations, and long-term investment priorities. Stacia's cross-sector knowledge allows her to translate diverse business perspectives into actionable program features that support Spokane's economic development goals. By bringing these insights into the CBP3 planning process, she will help shape a program that reflects the priorities of community partners and creates benefits that extend beyond stormwater management.

Photo 2. Herrera's stormwater retrofit for the City of Vancouver. Herrera led a comprehensive stormwater retrofit evaluation of the nearly 5,000-acre area to protect critical water resources. For the *Fourth Plain Boulevard Green Street* project, Herrera designed and managed construction of eight blocks of innovative bioretention and Silva Cell retrofits on a highly congested and spatially constrained arterial road. The project was identified during an earlier retrofit study conducted by Herrera and included facility siting, engineering cost estimates and performance analyses.

B. Relevant Projects & References

Table 2. Relevant Projects and References

Project Name	Contract Period	Contact Name	Reference (Y/N)	Phone Number	Email
Department of Ecology CBP3 Technical Assistance	2022-2025	Jessica Schwing, Department of Ecology	Y	(564) 999-1267	Jessica.Schwing@ecy.wa.gov
Paso Robles Fee-in-Lieu for Regional Treatment	~2020-2025	David Lacaro, City of Paso Robles	Y	(805) 712-5168	dlacaro@prcity.com
Rainbow Creek Performance RFP Development	2020-2022	Scott Norris, County of San Diego	N	(858) 694-2482	Scott.Norris@sdcounty.ca.gov
Offsite Compliance Program for Reno, NV	2021-2022	Nicholas Brothers, City of Reno	Y	(775) 399-8135	brothersn@reno.gov
State of Washington CBP3 Guidebook	2019-2021	Jessica Schwing, Department of Ecology	N	(564) 999-1267	Jessica.Schwing@ecy.wa.gov
Eastern Washington – SW Manual	2016-2018	Abbey Stockwell, Department of Ecology	N	(360) 407-7221	abbey.stockwell@ecy.wa.gov
City of Vancouver Stormwater Retrofit Planning and Design	2021-2024	Kris Olinger, City of Vancouver	N	(360) 487-7188	Kris.olinger@cityofvancouver.us

Project Descriptions & Relevance

Department of Ecology, CBP3 Technical Assistance (2023–2025)

EI and Herrera have been providing statewide outreach, capacity-building, and direct technical assistance to help Washington municipalities explore, design, and implement CBP3s for stormwater management. Under this multi-year contract, our team has

- Developed outreach strategies, workshops, and informational resources to raise awareness of CBP3 and performance-based contracting.
- Facilitated a Learning Network to share best practices, case studies, and peer learning.
- Provided technical assistance for pilot project development, procurement planning, and funding strategies.
- Drafted Washington-specific CBP3 performance-based contract templates and procurement materials.
- Supported Ecology in creating CBP3 grant program guidelines and assisted applicants in preparing competitive proposals.

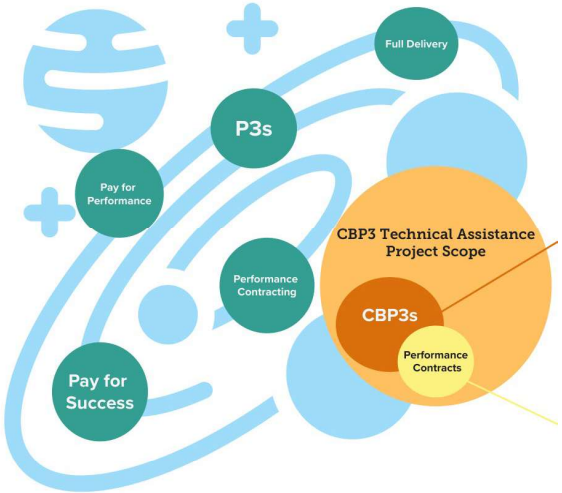


Figure 5. A graphic used to introduce alternative procurement terminology to local governments.

This work leverages the *Washington State CBP3 Guidebook* and feasibility assessment, providing both strategic guidance and implementation-ready tools. This effort has already expanded local government understanding of CBP3 opportunities, informed state program design, and prepared over a dozen jurisdictions for performance-based regional stormwater projects, including the City of Spokane. This prior collaboration provides a strong foundation for the proposed work, ensuring immediate momentum and alignment with the City's goals.

City of Paso Robles – Fee-in-Lieu for Regional Treatment (2020–2025)

EI, in partnership with Geosyntec Consultants, has designed an offsite compliance program that enables developers and public projects in Paso Robles to meet Post Construction Runoff requirements (PCRs) through regional water quality improvements when on-site compliance is infeasible — a challenge Spokane also faces in key development areas. Land developers can pay a voluntary fee-in-lieu when it makes sense for their development project.

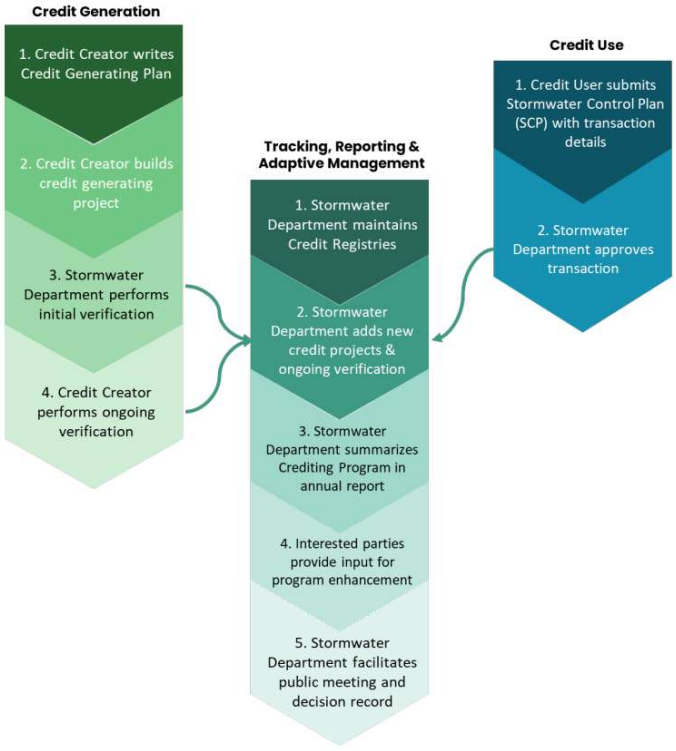


Figure 6. The process established to generate, track and use regional treatment credits with a fee-in-lieu program similar to the one contemplated by Spokane.

Our work includes creating the water quality crediting framework, credit calculation methods, and an Alternative Compliance Program Operations Manual that establishes clear, enforceable rules for participation. We are developing valuation methodologies for credits, financing approaches, and fee schedules that balance program sustainability with developer feasibility. EI also leads targeted developer engagement, ensuring the program is market-ready and aligned with community and regulatory priorities.

The deliverables — including a contract template, project submittal forms, and a credit registration sheet — provide a turnkey structure for program launch. These same tools and processes can inform Spokane's CBP3, ensuring the City can implement a performance-based regional facility project that is technically sound, financially viable, and supported by key program partners.

City of Portland Regional Stormwater Facility Design and Development (2017-2024)

As part of the task work under this Bureau of Engineering Services on-call contract, Herrera supported the City in their development of multiple facilities and programs. Their work included the *Capitol Highway Corridor Stormwater Regional Facility Design* project, in which they designed four innovative regional stormwater facilities to provide water quality treatment and flow control for planned street improvements on SE Capitol Highway. Working within challenging urban constraints, including perched groundwater, steep slopes, wetlands, and utility conflicts, Herrera designed and permitted facilities that maximize stormwater treatment and flow control while enhancing habitat, stabilizing stream channels, and creating community amenities. Their team managed all technical disciplines including survey, geotechnical, and structural engineering to deliver comprehensive solutions.

Figure 7a and 7b. Renderings of Herrera's regional stormwater facility design and development for the City of Portland.

C. Contract Terminations

Environmental Incentives, Herrera Environmental Consultants, and Greater Spokane Inc. have not had any contracts terminated for default in the last five years.

COST PROPOSAL

The EI team proposes to complete the scope of work described in this proposal for a **not-to-exceed** amount of **$238,890**. The budget is based on a **time and materials** structure, with fully loaded labor rates that include wages and overhead. We have included subcontractor costs, direct costs, and travel as separate line items for transparency. There are no direct costs expected and travel costs are intended to support an in-person workshop conducted by EI staff in Spokane.

The budget is organized by **Phase** and **Deliverable** as described in the Work Plan & Schedule (see Table 3 below). For each deliverable, we present EI labor, subcontractors, direct (any non-labor expenses), and travel costs.

Table 3. Proposed Budget by Phase and Deliverable

Phase & Deliverable	Total Budget	EI Labor	Subcontractors	Direct Costs	Travel Costs
Phase 1: Outcomes, Site, & Scope	$57,702	$17,518	$38,683	-	$1,500
A. Engagement Plan	$15,882	$10,332	$4,050	-	$1,500
B. Draft Scope	$41,829	$11,019	$30,800	-	-
Phase 2: Financial & Revenue Source	$117,717	$48,808	$68,909	-	-
C. Cost-Benefit Estimation Analysis	$20,024	$4,024	$16,000	-	-
D. Value-for-Money Analysis	$26,800	$21,940	$4,860	-	-
E. Regional Fee-in-lieu & Planning Memo	$70,893	$29,673	$41,220	-	-
Phase 3: CBP3 Program Development	$42,547	$38,107	$4,440	-	-
F. Implementation RFP	$25,902	$21,902	$4,000	-	-
G. Implementation Contract	$16,645	$16,645	-	-	-
Project Management & Reporting	$20,924	$11,933	$8,991	-	-
Total	$238,890	$116,366	$121,024	-	$1,500

The costs presented represent our best estimate based on the current understanding of the scope of work and the RFP requirements. Line-item amounts are negotiable and can be adjusted in collaboration with the City of Spokane to reflect refined priorities or changes in scope during contract negotiations.

This proposal is designed to deliver the scope of work at a very competitive budget. We are aware that additional support would contribute to the City's needs. EI is happy to negotiate additional services if a higher budget is available.

As previously mentioned, this budget was developed using a time and materials structure. The billing rates for Year 1 of the contract performance are listed below. Should this effort go beyond 12 months of performance, an annual escalation factor of 5% will be applied to the rates below.

Table 4. Rates by Position for EI and Subcontractors

Organization	Position Title	Hourly Billing Rate Valid Through November 2026
Environmental Incentives	Senior Program Design Specialist VIII	$ 329.80
	Senior Program Design Specialist VII	$ 309.83
	Senior Program Design Specialist VI	$ 286.43
	Senior Program Design Specialist V	$ 268.56
	Senior Program Design Specialist IV	$ 221.61
	Senior Program Design Specialist III	$ 196.12
	Senior Program Design Specialist II	$ 182.26
	Senior Program Design Specialist I	$ 159.15
	Program Design Specialist V	$ 174.46
	Program Design Specialist IV	$ 145.73
	Program Design Specialist III	$ 131.51
	Program Design Specialist II	$ 115.21
	Program Design Specialist I	$ 105.46
	Project Assistant IV	$ 106.07
	Project Assistant III	$ 100.54
	Project Assistant II	$ 95.76
	Project Assistant I	$ 88.43
	Analytic Assistant II	$ 93.27
	Analytic Assistant I	$ 87.05
Herrera	Engineer VII	$ 366.10
	Engineer VIa	$ 306.10
	Engineer VIb	$ 303.20
	Engineer III	$ 198.82
	Engineer II	$ 178.03
	Engineer I	$ 154.23
	GIS Analyst VII	$ 308.90
	GIS Analyst III	$ 172.58
	GIS Analyst II	$ 143.33
	GIS Analyst I	$ 122.29
Spokane	Director	$ 166.50

CHAD PRAUL, P.E.

Partner, Water Resources Policy Expert, Environmental Incentives

Key Qualifications

Chad Praul's career is focused on combining policy analysis tools with clear communication approaches to promote conservation and wise use of environmental and economic resources. He founded Environmental Incentives 19 years ago to help permittees and regulators create performance-driven stormwater programs. He believes performance can be achieved through adequate funding, clear metrics, consistent reporting, and structured adaptive management. His academic background and management experience have honed his capability to facilitate selection of effective policy choices with public, management and technical audiences.

His in-the-room facilitation experience helps stakeholders select practical policy alternatives that are optimized and sustainable. Using in-person facilitation techniques and virtual tools, he builds consensus on desired outcomes and metrics for reporting on watershed protection program performance. Past projects include development of metrics for Southern California stormwater permittees, managing the implementation program for the Lake Tahoe TMDL and development of the Bacteria Cost Benefit Analysis for the San Diego Region. He also provides expert support for municipalities to develop alternative compliance and alternative procurement programs such as Pay-for-Performance and Community Based Public Private Partnerships (CBP3).

Education

B.S., Mechanical Engineering, U.C. Berkeley, 1993
B.A., Resource Economics, U.C. Santa Cruz, 1991
Professional Engineer, Civil Engineering – California #C75214

Relevant Experience

- Founding Partner & Senior Associate, Environmental Incentives, LLC 2006 – present
- Senior Program Manager – Water Resources, Nevada Tahoe Conservation District 2005 - 2006
- Monitoring Program Manager, Nevada Tahoe Conservation District 2002 - 2004
- Fall Program Coordinator, Interlocken Center for Experiential Education 1997 - 2001
- Lighting Efficiency Researcher, Lawrence Berkeley National Laboratory 1994 - 1996

Facilitation and Strategic Planning

- Led a San Diego regional steering committee of permittees, regulators, taxpayer advocates and environmental NGOs through understanding of the findings from a first-of-its-kind cost-benefit analysis and guidance to decision-makers as they considered politically sensitive adjustments to the San Diego Bacteria TMDL.
- Three years leading the funding and asset management track at the California Stormwater Quality Association's (CASQA's) annual conference. Duties included assembling abstract reviewers, coaching presenters and moderating panels of presenters. The CASQA conference is the core professional network for stormwater professionals and has more than a thousand annual attendees.

Metric Development

- Developed metrics to define tangible milestones for San Diego's Water Quality Improvement Plan (WQIP) compliance, focus implementation decisions, and demonstrate progress toward achieving water quality standards.
- Led a series of stakeholder workshops to develop desired outcomes and metrics for tracking restoration progress in Orange County's Aliso creek.
- Developed performance measures for a $1.5 billion, 15-year Lake Tahoe Environmental Improvement Program focused on multi-benefit projects for water quality, water supply, habitat conservation, and land management.

Program Design

- Led a team of consultants to design a San Diego County Rebates and Incentives Program to motivate residential, commercial, and industrial property owners to implement changes to their landscapes that measurably improve water quality.
- Led design of the bi-state Lake Clarity Crediting Program and performance management system that sets permittee load reduction targets and facilitates water quality trading to achieve regulatory requirements. Developed indicator reporting system, adaptive management support materials, and supported stakeholders through multiple, complete cycles of adaptive management.

Featured Projects

Developing Metrics for South Orange County WQIP, Metric Developer

Chad is the frontline developer of an effort to track implementation of the South Orange County Water Quality Improvement Plan (WQIP). He has used the Open Standards for the Practice of Conservation v4.0, an internationally recognized approach, to clarify the linkage between effective projects, trackable intermediate results, and regulatory desired outcomes. This project leverages "metric maps" that facilitate analysis and communication about necessary metrics, showing how they relate to projects and outcomes. The project has also developed recommended dashboards for summarizing the essential progress of implementation. The project is culminating with facilitation of more than 20 MS4 agency staff to gain consensus around a pragmatic, meaningful and easily reportable set of metrics for dry-weather flow, stream channel erosion and pathogen health risk.

Selected Publications

Praul, C. Riley, K. September 2020. *Alternative Procurement Guidebook to Help Permittees With CBP3s and Pay-for-Performance Contracts.* Funding and Finance Track, California Stormwater Quality Association. CASQA Conference Website. Updated 10/2020.

San Diego Regional Steering Committee. August 2017. *Cost-Benefit Analysis: San Diego Region Bacteria Total Maximum Daily Loads*. Prepared by Environmental Incentives, LLC and ECONorthwest. [Chad Praul primary author]. https://www.waterboards.ca.gov/sandiego/water_issues/programs/basin_plan/docs/issue3/Final_CBA.pdf. Updated 10/2020.

MOLLY DANIELS

Senior Associate, Environmental Incentives

Results-driven, experienced project manager and technical support for Community-Based Public-Private Partnership (CBP3) planning in Washington, including direct support to the City of Spokane under the Department of Ecology's CBP3 Technical Assistance Program. Skilled in developing performance-based RFPs and designing stakeholder engagement strategies such as EI's "Flight Plan" model. I specialize in collaborating with diverse interested parties and managing multi-disciplinary teams to deliver impactful municipal and nonprofit initiatives. My previous experience includes conducting in-depth analyses of socio-environmental systems, coordinating broad efforts across state agencies, and working alongside local partners to implement sustainable solutions in rural communities. I am passionate about leveraging my skills to create positive environmental outcomes through strategic planning and cross-sector collaboration.

Education

M.S., Environment and Resources, University of Wisconsin-Madison

Dual-B.A., International Studies and Human Rights Studies, University of Dayton

Relevant Experience

Performance Contracting & Program Design

- Leads partner engagement and exploration of performance-based contracting approaches with local governments under the Department of Ecology's CBP3 Technical Assistance programming, and similar projects in Nevada and California.
- Guides the development of Readiness Assessment Briefs for Washington local governments, providing targeted, long-lived decision-making tools.
- Designs alternative compliance frameworks for municipalities in Washington, California, and Nevada.

Partner Engagement & Facilitation

- Facilitates learning networks, program implementation team meetings, and multi-partner engagement processes to achieve shared goals.
- Manages multiple concurrent projects, strategically allocating staff efforts, adhering to deliverable timelines, and proactively engaging with interested parties to manage input and expectations.
- Applies the "Flight Plan" engagement model in municipal stormwater planning, clarifying roles and responsibilities to build alignment and early buy-in.
- Prepares and facilitates impactful, data-driven presentations for diverse audiences, effectively translating technical findings into actionable recommendations.

Strategic Planning

- Develops and implements monitoring, evaluation, and learning (MEL) frameworks, learning agendas, and theories of change for public-sector clients.
- Conducts strategic planning processes with municipal and nonprofit partners to integrate technical findings, regulatory requirements, and stakeholder priorities.
- Coordinates with state and local agencies to advance conservation and stormwater management goals through measurable performance outcomes.

Relevant Project Experience

- City of Spokane CBP3 Planning – Supported early readiness work under Ecology's CBP3 Technical Assistance Program, laying the groundwork for program scoping, facility siting, and procurement structure.
- City of Reno Water Quality Credit Program – Facilitated multi-stakeholder process and developed a guidebook translating complex water quality offset requirements into clear, approved actions.
- City of Paso Robles Alternative Compliance Program – Led stakeholder engagement and operational framework design for an offsite stormwater compliance program.

Selected Publications & Presentations

Daniels, M., Braziunas, K.H., Turner, M.G., Ma, T.-F., Short, K.C., Rissman, A.R. "Multiple Social and Environmental Factors Affect Wildland Fire Response of Full or Less-Than-Full Suppression." *Journal of Environmental Management*. 351 (2024): 119731. https://doi.org/10.1016/j.jenvman.2023.119731.

Gopal, P., Rodriguez-Flores, J.M., Fernandez-Bou, A.S., Koebele, E.A., Schiller, A., Solomon, D., Carlson, K., Classen-Rodriguez, L., **Daniels, M.**, Grimm, R., Hall, M., Kiparsky, M., Mercado, S., Mudd, K., Sanchez, S. "Enhancing water security and landscape resilience through multibenefit land repurposing." *Frontiers in Water.* Water Resource Management, 7 (2025). doi: 10.3389/frwa.2025.1620626. (Provisionally accepted 30 July 2025).

Rissman, A.R., **Daniels, M.**, Tait, P., Xing, X., Brower, A.L. "Conservation and Privatization Decisions in Land Reform of New Zealand's High Country." *Environmental Conservation*. 48, no. 3 (2021): 165 – 73. https://doi.org/10.1017/S0376892921000126.

Sanchez, S., Schiller, A., **Daniels, M.**, Riley, K. "Land Repurposing: Managing Agricultural Landscapes for Groundwater Sustainability & Multiple Benefits." Oral presentation at *Towards Sustainable Groundwater in Agriculture: 3rd International Conference Linking Science & Policy,* June 17–20, 2024, San Francisco, CA.

JOSEPH TOMERLIN

Water Associate, Environmental Incentives

Joseph Tomerlin has five years of experience in environmental consulting and resource management, with a focus on utility projects and water conservation. As a Water Associate on EI's team, he supports water rebate program delivery, data management, and project tracking to ensure program performance and accountability. His background includes environmental planning for large utility transmission efforts across Northern and Central California, customer service, and direct public engagement. Joe is adept at stakeholder communications, data analysis, and managing multiple concurrent projects, applying strong organizational skills and attention to detail to meet client expectations.

Education

B.S., Environmental and Sustainability Sciences, Cornell University
Major: Natural Resource Management
Minors: Environmental and Resource Economics, Viticulture and Enology

Relevant Experience

Program Implementation & Partner Engagement

- Managed communications with rebate program participants from initial inquiries through payment verification.
- Facilitated meetings and presented project updates to clients, maintaining strong stakeholder relationships.
- Managed public communications, including direct outreach and official social media accounts, for municipal water conservation initiatives.
- Coordinated with landowners on access and conservation measures for habitat monitoring and restoration projects.

Cost Tracking, Data Analysis & Performance Reporting

- Tracked project data, calculated benefits, and provided scheduling and project support for water conservation programs.
- Managed large datasets and conducted impact assessments for multi-site utility transmission projects.
- Performed energy, water use, and supply chain evaluations for commercial clients, producing actionable recommendations for sustainability improvements.
- Collected and analyzed soil and water samples, maintained data integrity, and prepared results for reporting for the Cornell Department of Natural Resources.

Policy & Program Development

- Drafted deliverable guidance documents and biological reports for infrastructure projects, ensuring compliance with environmental requirements.
- Researched and drafted a municipal Green Procurement Policy and legislative summaries to support sustainable purchasing practices.

- Developed and implemented a residential water leak notification system, improving municipal water conservation response.

Field & Technical Work

- Conducted biological surveys, water quality assessments, specimen handling, and rescues in coordination with local agencies and partners.
- Performed field sampling and laboratory analysis for soil composition studies.

Language Skills

English (Native), Spanish (Professional)

ALICE LANCASTER, P.E.

Principal Engineer, Herrera

Key Qualifications

Alice Lancaster is a civil engineer with 23 years of experience, offering specialized expertise in green infrastructure and innovative stormwater management. For over a dozen years she has worked with progressive jurisdictions in Washington state and beyond to develop municipal green infrastructure programs including policy, design guidance, engineering standards, and implementation tools that reflect the latest science and engineering practices. Her planning and design work includes basin-wide GSI retrofit plans and design for distributed and centralized stormwater facilities. Her recent work focusses on community-centered design and CBP3 delivery of stormwater projects with an eye towards resiliency, community benefits, and equity.

Education

MS in Civil Engineering, University of Washington, 1997
BA in Chemistry, University of Colorado, 1994
Professional Civil Engineer #39363 in Washington, 2002
Professional Engineer #86174 in California, 2016
Envision Certified Professional, 2015

Relevant Experience

Principal Engineer, Water Practice Director, Herrera 2005 – present

CBP3 Development

- Supported the Washington State Department of Ecology and Environmental Incentives in launching CBP3 development across Washington State. Contributed to a statewide learning network for stormwater managers and decision-makers, produced six detailed procurement memorandums outlining potential program structures, and provided direct grant writing assistance to six jurisdictions, all of which were awarded funding to plan CBP3 programs, including Spokane.
- Serving as planning lead for Seattle Public Utilities' RainCity Partnerships, the region's first stormwater CBP3. The multi-phase program is delivering green stormwater infrastructure and riparian projects under a performance-based model that integrates workforce development, community benefits, and targeted collaboration with BIPOC-led community organizations.
- Leads green infrastructure strategy for Seattle Public Utilities' Longfellow Starts Here project, the city's first community-centered infrastructure initiative under the Consent Decree. Designed a real-time planning tool ("The Water Game") to facilitate collaborative scenario planning with community participants, enabling equitable co-creation of green and gray stormwater solutions including green streets, floodable parks, and treatment wetlands.

LID and GSI Expertise

- Delivered Eastern Washington LID training workshop for the Washington Stormwater Center targeting municipal staff, developers, and business partners. Developed and

presented region-specific content covering LID regulations, planning principles, and implementation tools to strengthen compliance and stormwater outcomes statewide.
- Managed development of Kitsap County's Silverdale LID Retrofit Plan to improve water quality and restore ecological health in Dyes Inlet. Led GIS-based screening, performance-based prioritization, and conceptual design of the top twelve retrofit projects for implementation.
- Provided senior technical leadership on Seattle Public Utilities' Natural Drainage Systems program, overseeing GSI design and delivery in flood-prone and ecologically sensitive neighborhoods including Broadview, Delridge, and North Thornton.
- Led GSI retrofit evaluation for King County's University Basin CSO control program. Created the GSI Toolbox to define BMP requirements and co-benefits, and applied a block-by-block Cost-Performance Tool to evaluate feasibility and prioritize implementation across more than 1,200 urban blocks.

Featured Projects

Stormwater CBP3 Development and Implementation in Washington State, WA

Alice is supporting the Environmental Incentives team and the Washington State Department of Ecology effort to build capacity for community-based public private partnership (CBP3) development and implementation in Washington State. She participated in several learning network meetings designed to provide education to stormwater managers and local decision-makers to better understand how CBP3 and performance-based contracts can be used to implement stormwater management projects. Alice supported the development of six procurement memorandums that identified potential internal and external program partners, contracting and payment models, financing approach, stormwater performance metrics, and community performance metrics. In 2024, she assisted six local jurisdictions in Eastern and Western Washington with preparing grant applications for CBP3 funding from Ecology. All jurisdictions were awarded grant funding to plan their CBP3 programs.

RainCity Partnerships, Seattle, WA

Alice is the planning lead for Seattle Public Utilities' (SPU's) new RainCity Partnerships CBP3 Program. This performance-based program is delivering GSI stormwater and riparian rehabilitation projects while providing quantifiable community benefits and workforce development. It is the first CBP3 for stormwater in our region. Through this multi-phase program, SPU will evaluate the CBP3 delivery method, including how it delivers value to ratepayers and how it creates new avenues for collaboration with BIPoC-led community-based organizations and businesses, promoting successful community-led outcomes.

REBECCA DUGOPOLSKI, P.E.

Principal Engineer, Herrera

Key Qualifications

Rebecca Dugopolski is a principal engineer with Herrera with over 20 years of experience specializing in water quality, municipal and industrial NPDES permit requirements, and training. Rebecca is a municipal stormwater permit expert who has helped over 100 municipal permittees comply with the municipal NPDES permit requirements and personally trained over 5,000 municipal and business staff. She has collaborated with City, County, and Washington State Department of Ecology (Ecology) staff in Eastern and Western Washington to support various aspects of stormwater management including stormwater planning, operations and maintenance (O&M) illicit discharge detection and elimination (IDDE), source control, low impact development (LID) design and maintenance, and traditional stormwater best management practice (BMP) design and maintenance. Rebecca has led stormwater trainings in Eastern and Western Washington and is familiar with the Spokane Regional Stormwater Manual through a project that she managed to update the Stormwater Management Manual for Eastern Washington (SWMMEW) and work that she has done with the City of Walla Walla. She is also currently managing the Herrera team that is supporting the development of community-based public-private partnership (CBP3) programs in Washington State.

Education

MS in Environmental Engineering, University of Washington, 2005
BS in Environmental Engineering, Michigan Technological University, 2003
Professional Engineer in Washington #45824, 2009

Relevant Experience

Principal Engineer – Herrera 2006 – present

CBP3 Development

- Manages Herrera's support to the Washington State Department of Ecology in building statewide capacity for CBP3 implementation. Facilitated learning network sessions for municipal stormwater leaders and collaborated with Environmental Incentives to identify early adopter jurisdictions. Led development of six procurement memorandums detailing potential program structures, financing strategies, and performance metrics. Provided direct grantwriting assistance to six local governments, each of which was successfully awarded funding to initiate CBP3 pre-planning and planning efforts.

Stormwater Manual Development, Regulatory Strategy and Technical Guidance

- Manages the update of the Stormwater Management Manual for Eastern Washington (SWMMEW) on behalf of the Washington Department of Ecology and a regional Steering Committee. Facilitated stakeholder engagement, drafted technical updates, and oversaw development of an online manual using MadCap Flare to increase accessibility and usability.

Featured Projects

Stormwater CBP3 Development and Implementation in Washington State, Lacey, WA

Rebecca is currently managing the Herrera team's work on a project with Ecology to build capacity for CBP3 development and implementation in Washington State. She participated in several learning network meetings designed to provide education to stormwater managers and local decision-makers to better understand how CBP3 and performance-based contracts can be used to implement stormwater management projects. She worked with the Environmental Incentives team to identify early adopters. She led the development of six procurement memorandums that identified potential internal and external program partners, contracting and payment models, financing approach, stormwater performance metrics, and community performance metrics. In 2024, she assisted six local jurisdictions in Eastern and Western Washington with preparing grant applications for CBP3 funding from Ecology. Her support resulted in the successful grant awards to all six jurisdictions for the pre-planning and planning phase of their CBP3 projects.

Stormwater Management Manual for Eastern Washington Update, Moses Lake, WA

Rebecca managed a project for Ecology and a Steering Committee comprised of Eastern Washington permittees and other interested parties to update the SWMMEW. The project included facilitating a project kickoff meeting and a series of coordination meetings with Ecology and the Steering Committee, developing public involvement materials, facilitating a workshop with the Steering Committee and interested stakeholders to gather input on the existing manual, updating the existing manual, and developing an online version of the manual in MadCap Flare.

City of Walla Walla Stormwater Code Review and Stormwater Design Standards Handbook, Walla Walla, WA

Rebecca worked with the City of Walla Walla on a comprehensive review of the City's municipal code to LID, streamline and clarify stormwater requirements, and to update the City's stormwater management code. Rebecca also worked with the City and an external stakeholder group comprised of local consultants and neighboring jurisdictions to develop a Stormwater Design Standards Handbook (handbook) for the City. The handbook is intended to be a companion document to the SWMMEW that provides local requirements based on project size. City-specific requirements are also provided for design storm distribution, conveyance system sizing, infiltration testing, and maintenance. The appendices of the handbook include plan review checklists for medium and large projects, construction stormwater pollution prevention guidance for small projects, and a maintenance agreement template. Rebecca is currently managing a project for the City to update the handbook based on the most recent update to the SWMMEW.

MATT FONTAINE, P.E.

Principal Engineer, Herrera

Key Qualifications

Matt has 1**8 years of experience managing projects, planning and designing stormwater facilities, and developing cost estimates throughout the northwest region. He has led stormwater retrofit plans and designs for large regional stormwater facilities, including 2 award winning designs, and dispersed low impact development (LID) practices. Matt is adept and performing alternatives analysis and developed engineering designs and cost estimates. In the past eight years he has led stormwater capital project plans for the Cities of Lynnwood, Edmond, Seatac, Edgewood, Pasco, Port Angeles, Sequim, Bremerton, San Juan County, and Lacey. He has also audited stormwater programs, written stormwater plans, evaluated compliance with new environmental regulations, managed construction projects, and conducted climate change vulnerability assessments. Matt knows how to help his stormwater planning clients develop shovel-ready projects – he has helped secure over $10 million dollars in outside funding to get projects built.**

Education

MS in Civil Engineering with an emphasis in Water Resources, University of Washington, 2007
BS in Civil/Environmental Engineering, Clarkson University, 2002
Registered Professional Engineer in Washington # 46158, 2009

Relevant Experience

Principal Engineer – Herrera 2007 – present

Watershed Assessment and Planning

- Leads Herrera's watershed planning and engineering support for the Greenlinks projects in Bellingham and Port Angeles. Oversees site identification, fieldwork, and cost **estimating to prioritize GSI retrofit sites based on ecological conditions, infrastructure needs, and community priorities.**
- Led the **City of Pasco's capital improvement planning portion of the City's stormwater plan update. Evaluated feasibility of eliminating outfalls in two basins through full infiltration facilities and developed pilot retrofit concepts for residential and commercial settings.**
- Manages the development of Port Orchard's first Stormwater and Watersheds Comprehensive Plan. Oversees watershed prioritization under SMAP, CIP planning, hydrologic and hydraulic modeling, and development of a utility-focused implementation roadmap.
- Managed watershed assessment and stormwater retrofit opportunity study for the Manzanita Creek watershed on Bainbridge Island. Led desktop and field assessments using custom GIS analysis, including a stormwater influence heat map, and facilitated prioritization of opportunity sites.

Stormwater Facility Design

- Managed design of the Chambers Lake Regional Stormwater Treatment Facility in Lacey, a 7-acre constructed wetland treating runoff from 187 acres. Oversaw hydrologic and hydraulic analysis, groundwater monitoring, and design of water quality and habitat features.
- Led the Thurston County team in developing a customized watershed prioritization method to guide funding for stormwater retrofits, habitat restoration, and preservation. Aligned the methodology with Comprehensive Plan goals for groundwater protection and ecological health, with an emphasis on maximizing ecological benefit per dollar spent. Designed and developed the award-winning Albany Pond Stormwater Facility.
- Designed the storm drainage system for a fruit storage facility in Yakima to infiltrate 100% of stormwater from 200,000 square feet of impervious surface. Included water quality treatment and maintenance planning.
- Oversaw development of preliminary design reports for three sites and final engineering design for a stormwater park at the Bainbridge Island Native Food Forest. Supported City funding efforts through the Water Quality Combined Funding Program and advised on alternative funding mechanisms such as credit trading and fee-in-lieu programs.

Featured Projects

Chambers Lake Regional Stormwater Treatment Facility Planning and Design, Lacey, WA

Matt was the project manager and project engineer responsible for leading the consultant team in designing and permitting the Chambers Lake Regional Stormwater Treatment Wetland, a 7-acre facility that was constructed in 2016 along the eastern shore of Little Chambers Lake. Matt was a hands-on manager, overseeing and conducting multiple technical aspects of the design, including hydrologic and hydraulic analysis, groundwater monitoring, alternatives analysis, grading design, public involvement, preparation of the basis of design report, quantifying water quality treatment effectiveness, and design of temporary erosion and sediment control. The facility treats runoff from 187 acres of residential development and arterial streets City of Lacey. The design was optimized to fit the site character while maximizing stormwater treatment and amenity value, including onsite wetlands, trails, wildlife viewing features, and retention of mature trees. Herrera completed the design and permitting on an aggressive 6-month schedule, despite challenges related to loose soils, earthquake risks, high groundwater, archeological considerations, and major shift in design direction at the 90 percent design stage. The project also included construction of a paved trail and replacement of a sewer line that traverses the site.

Albany Pond Stormwater Facility, Thurston County, WA

As part of Herrera's on-call contract with Thurston County Public Works, Matt managed the design of a multi-benefit stormwater facility that functions both as critical infrastructure and a vibrant community space. Located in Rochester, Washington, the project addresses local drainage issues while providing a public amenity in the form of a stormwater park with an open-air amphitheater, walking trails, natural play elements, and drought-tolerant native landscaping. Matt led the technical design of approximately half a mile of new storm drainpipe and a large infiltration basin, and collaborated with County staff to secure grant funding for implementation. Community engagement played a central role in the project's success, with Matt organizing a public workshop and developing online outreach tools to gather input that

directly shaped the park's design. The project was recognized with a 2022 ACEC Engineering Excellence Award. In addition to the park, Matt contributed to a range of County priorities, including flood mitigation planning at Lake St. Clair, subwatershed-scale retrofit opportunity assessments, drainage studies for residential areas, and feasibility screening of retrofit sites along WSDOT highways.

JENN SCHMIDT, GISP

Spatial Data Analyst, Herrera

Key Qualifications

Jenn has 20 years of experience using GIS and related technologies to map and model geospatial trends in support of environmental decision-making. She specializes in designing spatial analysis for multi-benefit project selection, working with her clients and stakeholder to incorporate environmental, accessibility, public health, and social equity datasets into spatial indices on easy-to-use maps. Jenn is adept at adept at synthesizing highly technical spatial data from multiple sources into attractive maps, tables, interactive tools, and other visuals that are tailored to be easily understood by a variety of audiences. She also has a background in advanced statistics and demographic analyses, including using GIS to support equity planning.

Education

MAS in Spatial Analysis for Public Health, Johns Hopkins, 2019
BA in Geography – GIS Emphasis, University of Washington, 2004
Penn State, Graduate Certificate in Applied Statistics, 2017
Certified Geographic Information Systems Professional (GISP), GIS Certification Institute, 2010

Relevant Experience

Spatial Analysis Director – Herrera 2004 – present

Equity and Environmental Justice Analysis

- Leads the equity analysis for Seattle Public Utilities' Longfellow Starts Here project, a pilot initiative integrating stormwater and CSO control with community-centered planning. Co-developed a multivariable heat mapping tool to guide equitable site selection based on infrastructure needs and City equity goals. Designed and implemented an outreach framework rooted in community networks and cultural storytelling, and co-facilitated a resident-led Innovation Team to define project priorities and outcomes.
- Supported the development of equity-centered outreach strategies for the Greenlinks watershed planning projects in Bellingham and Port Angeles. Helped ensure that community values and priorities were incorporated into site identification and project planning for stormwater retrofits and ecological restoration.

Watershed Assessment and Stormwater Facility Siting

- Co-developed a spatial prioritization tool for Seattle Public Utilities' Longfellow Starts Here project to support early-stage siting of stormwater and CSO facilities. The tool integrates infrastructure needs with broader equity, health, and environmental goals to inform site selection within the Longfellow Creek basin.
- Contributed to the Greenlinks watershed planning projects in Bellingham and Port Angeles by supporting site prioritization and planning frameworks. Helped align technical feasibility and ecological benefit with community context to advance investment in high-value stormwater retrofit and restoration opportunities.

Featured Projects

Longfellow Starts Here, Seattle, WA

Jenn led the equity analysis for Seattle Public Utilities' Longfellow Starts Here project, a pilot initiative that integrates stormwater infrastructure planning with intentional community engagement and racial equity outcomes. She co-developed a multivariable heat mapping tool to identify and prioritize project locations based on overlapping infrastructure needs and City equity priorities, such as access to green space, public health, and transportation investment. Jenn helped design and implement an outreach framework rooted in existing community networks and culturally relevant storytelling, ensuring early and meaningful participation from racially diverse communities.

GreenLink Bellingham, Bellingham, WA and Port Angeles, WA

GreenLink Bellingham is a watershed based green infrastructure planning project with the goal of creating an integrated network of green infrastructure throughout Bellingham's watersheds that provides safe, healthy movement of people, water, and wildlife. Jenn collaborated with FutureWise with input from public and technical stakeholders to identify metrics in four broad categories to synthesize existing conditions in a pilot watershed: habitat, water quality, transportation, and community resources. Watershed health metrics were identified in each category and available datasets were matched to each metric. The metrics were then ranked and overlaid by category to produce "heat maps", and the category maps were overlaid together to produce a watershed health map which was used to identify potential multi-benefit CIP projects through a community and equity-focused lens. For GreenLink Port Angeles, Jenn was the lead GIS Analyst on this project and supported FutureWise in customizing the GreenLink "heat mapping" framework to focus specifically on the water quality, habitat, and community concerns in the Port Angeles communities.

King County WLRD Cedar River Corridor Plan and Capital Investment Strategy, Renton-Maple Valley, WA

Herrera led a multi-disciplinary consultant team in collaboration with King County to define and document existing physical, biological, recreational and social conditions and develop concepts for project and program actions to reduce vulnerability to flood risks and enhance habitat along the 21-mile mainstem Cedar River corridor from Lake Washington to Landsburg Dam. Jenn compiled more than 100 spatial datasets from state and local agencies to support technical analyses in the planning effort, including FEMA floodplain boundaries, channel migration zones, bank armoring, land use, impervious area, large woody debris, riparian vegetation, and side channel locations. She developed a GIS-based model to define areas in the corridor with the greatest flooding and bank erosion risks and then assisted the County in evaluating options to address the risks in those high priority areas. The priority locations in the corridor where habitat protection and restoration are warranted were then overlain with those high-risk areas to inform development of multi-objective project concepts. Jenn participated in several technical advisory group meetings to present the results of spatial data analyses and assist the project team in taking the input received to define next steps in the planning effort.

Joey Gunning, CEcD

801 W Riverside, #200
Spokane, WA 99201

(509)321-3617
jgunning@greaterspokane.org

EDUCATION & PROGRAMS

Eastern Washington University, Cheney, WA
Bachelor of Arts in Business Administration – Economics and Finance (September 2012 – March 2016)

Leadership Spokane, Spokane, WA
Class of 2021 (September 2020 – May 2021)

PROFESSIONAL EXPERIENCE

Greater Spokane Inc., Spokane, WA

Director of Economic Development (June 2025 – Present)

- Develop, implement, maintain, measure, and modify strategies that create economic growth in the region.
- Lead budgeting, scenario planning, and strategic analysis for economic development
- Convene stakeholders to embed equity, resilience, and visibility into economic development programs and investments that serve historically underrepresented populations and geographies, in alignment with CEDS goals.

Strategic Growth Manager (March 2022 – June 2025)

- Successfully wrote and won a $200,000 grant from the U.S. Economic Development Administration to develop and implement a **Comprehensive Economic Development Strategy (CEDS)** for Spokane County. Currently playing lead role in CEDS implementation and ongoing regional strategic planning efforts.
- Developed a project proposal for IEDC's inaugural **Economic Recovery Corps (ERC) Fellowship** and was selected as one of 65 Host Communities. The project involved the creation of Certified Creative Districts in our region, contributing to a 61% increase ($500 million) in Gross Regional Product of the Creative Industries over the last four years.
- Led our regional Host Committee in the planning and execution of **IEDC's 2024 Economic Future Forum**, held in Spokane, on the theme of Transformational Economic Development.

Business Growth Coordinator (August 2019 – March 2022)

- Provide support for GSI's business growth initiatives, resulting in the growth of local jobs and economic prosperity.
- Administered **Working Washington Small Business Emergency Grants** for over 60 small businesses in Spokane County, in amounts of up to $10,000 (via Washington State Department of Commerce)
- Facilitated CARES Act grants through Greater Spokane Inc.'s **OpenTogether grant program**, totaling $10 million in grant dollars for the region
- Manage **Associate Development Organization (ADO)** contract with the Washington State Department of Commerce. This involves engaging in Business Retention & Expansion, Business Recruitment, Export Assistance, and Start-up Support.

Bureau of Education & Research, Bellevue, WA

Program Manager (October 2018 – May 2019)

- Managed seminars of 15-100 participants for leaders in education
- Set up, test, and troubleshoot audio-visual equipment for seminars
- Gained on-site event management experience

ENGIE Insight (*formerly Ecova*), Spokane, WA

Facility Expense Services Specialist I, II, III (November 2015 – April 2018)

- Worked with utility representatives in depth to facilitate and expedite rate change requests, manage and audit daily activities and understand all cost and consumption reporting capabilities of company reporting tools
- Create monthly revenue and savings reports, assist with Rate Outlier Report analysis, and field questions

COMMUNITY SERVICE / INVOLVEMENT

OneAEC, Spokane, WA
Board of Directors (January 2025 - Present)

Washington Economic Development Association (WEDA) | Emerging Leaders
Co-Chair (November 2024 - Present)

Leadership Spokane, Spokane, WA
Board of Directors (January 2022 – Present)

STACIA T. RASMUSSEN, PMP
stacia.rasmussen@hotmail.com **(509) 879-8910**
LinkedIn Profile – http://www.linkedin.com/pub/stacia-rasmussen/17/680/504

BUSINESS DEVELOPMENT, STRATEGIC INITIATIVE PROJECT MANAGER, AGILE / LEAN / KANBAN, INFORMATION TECHNOLOGY SUPPORT OPERATIONS EXPERT, TRAINING SERVICES PROFESSIONAL

Passionate communicator, innovative, self-motivated lifetime learner business professional with strong analytic skills, focused on delivering organization's strategic goals. Recognized as an outstanding communicator with proven ability to work in high-impact complex projects alongside C-level executives and customers. Approaches all accountabilities with passion, optimism, energy, and confidence. Experienced in the following areas:

* Business Development * Certified Project Management Professional * Agile Scrum / Lean / Kanban Methodologies * Health Care and Life Sciences Industry * Program Monitoring / Tracking / Reporting * Information Technology Technical Training & Curriculum Development * Problem Solving * Functional Management * Global Team Management * Vendor Management * Sarbanes-Oxley * Software Application Support Operations * Disaster Recovery Processes * Customer Relationship Management * Customer Service * Business Analysis *

KEY STRENGTHS AND PAST ROLES

Greater Spokane Inc. (GSI), Spokane, WA ***2017-PRESENT***

DIRECTOR OF SECTOR GROWTH & INNOVATION JUL. 2025-PRESENT

-Leads Greater Spokane Incorporated's (GSI) efforts to strengthen the region's innovative economy by advancing targeted business engagement, cross-sector collaboration, with strategic leadership.
-Responsible for developing and implementing strategies that enhance regional competitiveness in key sectors such as life sciences, clean energy, advanced manufacturing, and emerging technologies.
-Through public-private partnerships and coordinated ecosystem efforts, drives GSI's innovation priorities, coordinates regional innovation infrastructure and works to secure funding to support long-term economic impact.

HEALTHCARE & LIFE SCIENCES BUSINESS DEVELOPMENT MANAGER FEB. 2017-JUL. 2025

-Leader and project manager for community Inclusive Developer Network project as one of five US cities selected to address workforce diversity, equity, and inclusion.
-Management of a strategic community initiative to grow the Spokane region's health and life sciences industry by convening over one hundred volunteer business leaders from 43 unique business organizations across 10 committees and subcommittees
-Developed and initiated implementation, of four priority strategies to deliver economic impact of nearly 9% increase in GDP, addition of 9,000 new higher wage jobs, improvement of regional health and access to care, increase of infrastructure, and enhancement to the overall quality of life in our region
-Established health care and life science ecosystem bi-yearly networking forums, and instrumental in yearly program development of a Spokane-hosted state-wide Washington life science summit.

ICAP CONTRACT MANAGER & EVERGREEN BIOSCIENCE INNOVATION CLUSTER
PROGRAM / PROJECT MANAGER MAR. 2022-JUL.2025

-Administered WA State Department of Commerce Innovation Cluster Accelerator Program (ICAP) grant awards of $500,000, $300,000 and $140,000 to strengthen industry ecosystems and accelerate economic development.

-Served as the program and project manager for Evergreen Bioscience Innovation Cluster which is an economic development modern innovation cluster based in Spokane, Washington with the vision of building the bioscience ecosystem of the future in the Greater Northwest. Formed and managed multiple innovation teams that solve industry ecosystem challenges across the pharma and medical device supply chain with a focus on contract research, contract development, and contract manufacturing.

COVID-19 COMMUNITY BUSINESS RECOVERY RESILIENCY PROJECT MANAGER MAR.-SEP. 2020

-Administered WA State Department of Commerce emergency grant program totaling $583,133 for 61 small businesses, assisted in managing two distributions of free Personal Protective Equipment (PPE); serving over 4,200 organizations providing 1.3 million total products, administered $10M of CARES Spokane County grant funds to over 1,100 small business and non-profits, assisted with a $1.3M Spokane Valley CARES grant program for 217 small businesses, and a second round of WA State Department of Commerce grants totaling $528,472 with $150,000 assistance for non-profit business service organizations and the remaining for small businesses.

Pathologies Associates Medical Laboratories (PAML, now LabCorp), Spokane, WA 2011- 2017

PROJECT MANAGER FOR OFFICE OF THE CEO JAN. 2013-FEB. 2017

-Managed due diligence data collection process and procedures for LabCorp's purchase transaction of PAML over a three-year period

-Drove to completion (budget neutral) an additional revenue channel growing it to $100K in one year by utilizing influence to develop collaborative effective relationships at all levels of the organization

-Lead executives and partner organization executives to develop and launch a strategic alliance product line in nine (9) months, requiring tact and effective leadership to motivate a diverse group of individuals

-Instrumental in finalizing co-development agreement with international organization providing innovative clinical technologies

- Completed definition, partnership agreement and implementation with a nationally recognized non-profit academic medical center by driving collaboration and positive action-oriented teamwork

EDUCATION

Eastern Washington University, Cheney, Washington
BA Mathematics / Computer Science, Minor Business Administration
CORPORATE COURSES: ~ Crucial Conversations ~ How to Make Remote Teams Work
~ Constructive Contention ~ Seven Habits of Highly Effective People

CERTIFICATIONS AND BOARD/COMMITTEE POSITIONS

-Project Management Professional (PMP) Certification, current since February 2012

-Spokane University District Development Association Board of Directors, Marketing & Engagement Work Group Co-Chair

-Ronald McDonald House Charities of the Inland Northwest 2022 Board Chair, Executive Committee, Family Services Committee Co-Chair, and Board Development Committee member

-Priority Spokane 2022 Board Chair

-Leadership Spokane Class of 2022

-BoardSource Nonprofit Board Education Certificate

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Organization: **Environmental Incentives**

Street address: **374 N Coast Highway 101, Suite 19**

City, State, Zip: **Encinitas, CA 92024**

Jeremy Sokulsky

CERTIFIED BY: (type or print)

CEO

TITLE:

Jeremy Sokulsky

Jeremy Sokulsky (Aug 15, 2025 15:51:58 PDT)

(signature) (date)

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**3. Report Type:** a. initial filing _____ b. material change **For material change only:** Year ___ quarter _____ Date of last report____

4. Name and Address of Reporting Entity: _____Prime _____Subawardee Tier_____, if Known: **Congressional District, if known:**	**5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District, if known:**
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** Jeremy Sokulsky Jeremy Sokulsky (Aug 15, 2025 15:51:58 PDT) _____ **Print Name:** Jeremy Sokulsky **Title:** CEO **Telephone No.:** 650-283-7997 **Date:** 8/15/25
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this

burden, to the Office of Management and Budget,

Paperwork Reduction Project (0348-0046), Washington, DC 20503

Environmental Incentives Proposal - Spokane CBP3 - Submittal

Final Audit Report 2025-08-15

Created:	2025-08-15
By:	Chad Praul (cpraul-adobe@enviroincentives.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8Bgwg7B42DTWzqq2r5Q9rSMK63_3Jru5

"Environmental Incentives Proposal - Spokane CBP3 - Submittal " History

Document created by Chad Praul (cpraul-adobe@enviroincentives.com)
2025-08-15 - 10:48:04 PM GMT

Document emailed to Jeremy Sokulsky (jsokulsky@enviroincentives.com) for signature
2025-08-15 - 10:48:17 PM GMT

Email viewed by Jeremy Sokulsky (jsokulsky@enviroincentives.com)
2025-08-15 - 10:48:58 PM GMT

Document e-signed by Jeremy Sokulsky (jsokulsky@enviroincentives.com)
Signature Date: 2025-08-15 - 10:51:58 PM GMT - Time Source: server

Agreement completed.
2025-08-15 - 10:51:58 PM GMT

Adobe Acrobat Sign

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 11/03/2025

Committee Agenda type: Discussion

Council Meeting Date: 11/10/2025

Date Rec'd	10/16/2025		
Clerk's File #	OPR 2022-0824		
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	RFP 5747-22
Contact Name/Phone	ERIK POULSEN 625-6721	**Requisition #**	
Contact E-Mail	EPOULSEN@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	CONTRACT EXTENSION FOR STATE LEGISLATIVE SERVICES WITH NICK FEDERICI		

Agenda Wording

Contract amendment with Nick Federici Government Relations, extending the existing contract from October 31, 2025 to June 30,2026 at a cost of $31,500, and removing renewal terms.

Summary (Background)

The City of Spokane contracted with Nick Federici Government Relations for state legislative services after competitive bidding in 2022. That process resulted in a contract with an initial term of 3 years from November 1, 2022 through October 31, 2025, which included two 1-year renewals. Rather than renewing the current contract, City Council is proposing to amend the existing contract to extend the initial term to June 30, 2026, to allow for legislative services through the next state legislative session, and in anticipation that the legislative services contract(s) will be opened for competitive bidding in the Spring of 2026. The rate of compensation under the extension is unchanged but reduced pro-rata to $31,500 to reflect the extension is only 9 months. This contract is being presented with contract OPR 2022-0285 with Luke Esser, who provides legislative service in conjunction with Nick Federici.

What impacts would the proposal have on historically excluded communities?

Not applicable

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

Not applicable

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

Value of service is measured by the success of the City accomplishing passage of matters identified on its state legislative priorities.

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?

Legislative services are governed by the City's legislative priorities as established via council resolution each year.

Council Subcommittee Review

Not applicable.

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 31,500
Current Year Cost	**$** 7,000
Subsequent Year(s) Cost	**$** 24,500

Narrative

Amount		**Budget Account**
Expense	**$** 31,500	**#** 0020-0-0-54101-0
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Unknown

Expense Occurrence	N/A

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

None identified

Approvals		**Additional Approvals**	
Dept Head	GBYRD	**PURCHASING**	GBYRD
Division Director	GBYRD		
Accounting Manager	GBYRD		
Legal	HARRINGTON,		
For the Mayor	GBYRD		

Distribution List

City Clerk's No. OPR 2022-0824

CITY OF SPOKANE

CONTRACT EXTENSION

Title: **STATE LEGISLATURE AND LOBBYING SERVICES**

This Contract Extension is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **NICK FEDERICI, NICK FEDERICI GOVERNMENT RELATIONS,** whose address is 2714 North Alder Street, Tacoma, Washington 98407, as ("Lobbyist"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Lobbyist agreed to perform State Legislature and Lobbying Services; and

WHEREAS, the parties have agreed to an extension of nine (9) months in lieu of renewal of to allow for competitive bidding for the services in 2026;

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

1. CONTRACT DOCUMENTS.
The Contract, dated November 14, 2022 and November 15, 2022, 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. TERM.
This Contract Extension shall become effective on November 1, 2025, and end on June 30, 2026, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION.
The City shall pay an estimated amount not to exceed **THIRTY-ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS** (**$31,500.00**), plus applicable tax, for everything furnished and done under this Contract Extension. This is the maximum amount to be paid under this Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the Original Contract and this Extension 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 Extension by having legally-binding representatives affix their signatures below.

NICK FEDERICI, NICK FEDERICI GOVERNMENT RELATIONS

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

25-209a

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 11/03/2025

Committee Agenda type: Discussion

Council Meeting Date: 11/10/2025

Date Rec'd	10/16/2025		
Clerk's File #	OPR 2022-0825		
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	RFP 5747-22
Contact Name/Phone	ERIK POULSEN 625-6721	**Requisition #**	
Contact E-Mail	EPOULSEN@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	CONTRACT AMENDMENT FOR STATE LEGISLATIVE SERVICES WITH LUKE ESSER		

Agenda Wording

Contract amendment to extend current contract with Luke Esser for state legislative services from November 1, 2025 through June 30, 2026, at a cost of $31,500.

Summary (Background)

The City of Spokane contracted with Luke Esser for state legislative services after competitive bidding in 2022. That process resulted in a contract with an initial term of 3 years from November 1, 2022 through October 31, 2025, which included two 1-year renewals. Rather than renewing the current contract, City Council is proposing to amend the existing contract to extend the initial term to June 30, 2026, to allow for legislative services through the next state legislative session, and in anticipation that the legislative services contract(s) will be opened for competitive bidding in the Spring of 2026. The rate of compensation under the extension is unchanged but reduced pro-rata to $31,500 to reflect the extension is only 9 months. This contract is being presented with contract OPR 2022-0284 with Nick Federici Government Relations, which provides legislative service in conjunction with Luke Esser.

What impacts would the proposal have on historically excluded communities?

Not applicable

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

not applicable

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

Value of service is measured by the success of the City accomplishing passage of matters identified on its state legislative priorities.

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?

Legislative services are governed by the City's legislative priorities as established via council resolution each year.

Council Subcommittee Review

Not applicable

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 31,500
Current Year Cost	**$** 7,000
Subsequent Year(s) Cost	**$** 24,500

Narrative

Amount		**Budget Account**
Expense	**$** 31,500	**#** 0020-0-0-54101-0
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	GBYRD	**PURCHASING**	GBYRD
Division Director	GBYRD		
Accounting Manager	GBYRD		
Legal	HARRINGTON,		
For the Mayor	GBYRD		

Distribution List

City Clerk's No. OPR 2022-0825

CITY OF SPOKANE

CONTRACT EXTENSION

Title: **STATE LEGISLATURE AND LOBBYING SERVICES**

This Contract Extension is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **LUKE ESSER,** whose address is 404 158th Place SW, Bellevue, Washington 98008,, as ("Lobbyist"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Lobbyist agreed to perform State Legislature and Lobbying Services; and

WHEREAS, the parties have agreed to an extension of nine (9) months in lieu of renewal of to allow for competitive bidding for the services in 2026;

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

1. CONTRACT DOCUMENTS.
The Contract, dated November 8, 2022 and November 15, 2022, 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. TERM.
This Contract Extension shall become effective on November 1, 2025, and end on June 30, 2026, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION.
The City shall pay an estimated amount not to exceed **THIRTY-ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS** (**$31,500.00**), plus applicable tax, for everything furnished and done under this Contract Extension. This is the maximum amount to be paid under this Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the Original Contract and this Extension 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 Extension by having legally-binding representatives affix their signatures below.

LUKE ESSER

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

25-210a

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/20/2025

Committee Agenda type: Consent

Council Meeting Date: 11/10/2025

Date Rec'd	10/1/2025		
Clerk's File #	OPR 2025-0757		
Cross Ref #			
Project #	2024078		
Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 625-6391	**Requisition #**	CR 27939
Contact E-Mail	DBULLER@SPOKANECITY.ORG		
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	LOW BID AWARD - 2024 CURE IN PLACE PIPE (CIPP) SEWER REHABILITATION		

Agenda Wording

Low Bid of Allied Plumbing & Pumps LLC, DBA Allied Trenchless (Wenatchee, WA) for 2024 Cure in Place Pipe (CIPP) 2024078 - $1,295,816.00. An administrative reserve of $129,581.60, which is 10% of the contract, will be set aside. (Various neighborhood councils)

Summary (Background)

Cure In Place Pipe (CIPP) repair is a technique for rehabilitating sewer pipe (effectively replacing it) without digging up the road which saves money, time and impacts to adjacent property owners and motorists. The sewer department does a CIPP project every couple years as part of its normal system maintenance program. Pipes are selected for CIPP either due to structural deficiencies associated with age and/or corrosive sewer gases or because groundwater is infiltrating into the sewer system adding water that then must be treated at the wastewater treatment plant. Approximately 7,500 LF are planned as a part of this project. This is specialized work that will require out of town firms to complete. Lane closures rather than detours are generally all that is required. This work is planned for summer and fall of 2026 and will occur in various areas throughout town. On October 20, 2025, bids were opened for the above project. The low bid was from Allied Plumbing & Pumps LLC, DBA Allied Trenchless, in the amount of $1,295,816.00, which is $25,809.00 or 1.95% (below) the Engineer's Estimate of $1,321,625.00. Two other bids were received as follows: Iron Horse LLC - $1,560,287.00 and Insituform Technologies - $2,415,257.00.

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?

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.

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

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 1,295,816.00
Current Year Cost	$ 1,295,816.00
Subsequent Year(s) Cost	$

Narrative

This project will be paid with wastewater management department funds.

Amount		Budget Account
Expense	$ 1,295,816.00	# 4310 43387 94350 56501 10046
Select	$	#
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.)

N/A

Approvals		Additional Approvals	
Dept Head	ADAMS, JONATHAN R.	PURCHASING	WAHL, CONNIE
Division Director	AVERYT, CHRIS		
Accounting Manager	KECK, KATHLEEN		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

	publicworksaccounting@spokanecity.org
tax&licenses@spokanecity.org	eraea@spokanecity.org
dbuller@spokanecity.org	mmorris@spokanecity.org
pyoung@spokanecity.org	mvallen@spokanecity.org
seweraccounting@spokanecity.org	

City Clerk's No. OPR 2025-0757
Engineering No. 2024078

City of Spokane

PUBLIC WORKS CONTRACT

Title: **2024 CURE-IN-PLACE PIPE (CIPP)**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ALLIED PLUMBING & PUMPS, LLC dba ALLIED TRENCHLESS**, whose address is 2131 North Wenatchee Avenue, Wenatchee, Washington 98801 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE. 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 Special Provisions entitled **2024 CURE-IN-PLACE PIPE (CIPP).**

2. CONTRACT DOCUMENTS. The contract documents are this Contract, the Contractor's completed bid proposal form, the Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 2025, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services 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, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File No. 2024078 shall apply.

3. TIME OF PERFORMANCE. The time of performance of the Contract shall be in accordance with the contract documents.

4. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

5. TERMINATION. Either party may terminate this Contract in accordance with the contract documents.

6. COMPENSATION. This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amounts set forth in Schedule A-1 for the actual quantities furnished for each bid item at a total cost not to exceed $1,295,816.00, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 shall i not include sales tax.

8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR 2025-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **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.

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. 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.

11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents attached hereto including attached Certificates of Insurance (COI) and any other insurance documents attached. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. 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.

14. 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.

15. 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.

16. 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. 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 to 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.

17. 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.

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. 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.

20. 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. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

21. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

22. 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.

23. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.

30. 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.

31. CLEAN AIR ACT.
Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations will be reported.

32. USE OF PROJECT MANAGEMENT SOFTWARE. The Contractor shall transmit all submittal documentation for proposed project materials by uploading it to the City's web based construction management software. A City representative will be available to assist in learning this process.

ALLIED PLUMBING & PUMPS, LLC dba ALLIED TRENCHLESS	**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:
Payment Bond
Performance Bond
Certification Regarding Debarment
Schedule A-1

25-219

PAYMENT BOND

We, **ALLIED PLUMBING & PUMPS, LLC dba ALLIED TRENCHLESS**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION TWO HUNDRED NINETY-FIVE THOUSAND EIGHT HUNDRED SIXTEEN AND NO/100 DOLLARS ($1,295,816.00)** 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 **2024 CURE-IN-PLACE PIPE (CIPP).** 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 _____.

ALLIED PLUMBING & PUMPS, LLC dba ALLIED TRENCHLESS,

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 _____

PERFORMANCE BOND

We, **ALLIED PLUMBING & PUMPS, LLC dba ALLIED TRENCHLESS**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION TWO HUNDRED NINETY-FIVE THOUSAND EIGHT HUNDRED SIXTEEN AND NO/100 DOLLARS ($1,295,816.00)** 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 **2024 CURE-IN-PLACE PIPE (CIPP).** 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 _____

ALLIED PLUMBING & PUMPS, LLC dba ALLIED TRENCHLESS,

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 _____

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)

SCHEDULE A-1

Tax Classification: Sales tax shall NOT be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
1	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	$ 1.00	$ 1.00
2	SPCC PLAN	1.00 LS	$ 500.00	$ 500.00
3	MOBILIZATION	1.00 LS	$ 100,000.00	$ 100,000.00
4	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	$ 50,000.00	$ 50,000.00
5	WORK ZONE SAFETY CONTINGENCY	5,000.00 FA	$ 1.00	$ 5,000.00
6	CIPP INSTALLATION, 8 INCH PIPE DIAMETER	3,023.00 LF	$ 45.00	$ 136,035.00
7	CIPP INSTALLATION, 10 INCH PIPE DIAMETER	420.00 LF	$ 50.00	$ 21,000.00
8	CIPP INSTALLATION, 12 INCH PIPE DIAMETER	264.00 LF	$ 60.00	$ 15,840.00
9	CIPP INSTALLATION, 15 INCH PIPE DIAMETER	360.00 LF	$ 70.00	$ 25,200.00
10	CIPP INSTALLATION, 20 INCH PIPE DIAMETER	341.00 LF	$ 90.00	$ 30,690.00
11	CIPP INSTALLATION, 24 INCH PIPE DIAMETER	339.00 LF	$ 120.00	$ 40,680.00
12	CIPP INSTALLATION, 30 INCH PIPE DIAMETER	1,804.00 LF	$ 240.00	$ 432,960.00
13	CIPP INSTALLATION, 36 INCH PIPE DIAMETER	960.00 LF	$ 300.00	$ 288,000.00

14	CCTV INSPECTION, 6 INCH THROUGH 12 INCH	3,707.00 LF	$	10.00	$	37,070.00
15	CCTV INSPECTION, 14 INCH THROUGH 22 INCH	701.00 LF	$	10.00	$	7,010.00
16	CCTV INSPECTION, 23 INCH THROUGH 36 INCH	3,103.00 LF	$	10.00	$	31,030.00
17	PROTRUDING TAP REMOVAL	12.00 EA	$	500.00	$	6,000.00
18	MAINTENANCE OF SEWER SERVICE	1.00 LS	$	1,000.00	$	1,000.00
19	REINSTATE SIDE SEWER CONNECTION - 6 INCH THROUGH 12 INCH	86.00 EA	$	500.00	$	43,000.00
20	REINSTATE SIDE SEWER CONNECTION - 14 INCH THROUGH 22 INCH	14.00 EA	$	500.00	$	7,000.00
21	REINSTATE SIDE SEWER CONNECTION - 23 INCH THROUGH 36 INCH	12.00 EA	$	500.00	$	6,000.00
22	MANHOLE CHANNEL WORK	59.00 EA	$	200.00	$	11,800.00
			Schedule A-1 Subtotal		$	1,295,816.00

Summary of Bid Items	***Bid Total***	$	1,295,816.00

City Of Spokane
Engineering Services Department
Bid Tabulation

Project Number 2024078

Project Description 2024 Cured in Place Pipe (CIPP) Sewer Rehab **Original Date** 10/20/2025 1:53:00 PM

Project Number: 2024078			Engineer's Estimate		ALLIED TRENCHLESS (Submitted)		IRON HORSE LLC (Submitted)		INSITUFORM TECHNOLOGIES (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
			Tax Classification							
Schedule 01			Sales tax shall NOT be included in unit prices							
1	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	$1.00	1.00	$1.00	1.00	$1.00
2	SPCC PLAN	1 LS	3,000.00	3,000.00	500.00	$500.00	2,500.00	$2,500.00	6,418.00	$6,418.00
3	MOBILIZATION	1 LS	90,000.00	90,000.00	100,000.00	$100,000.00	125,000.00	$125,000.00	122,800.00	$122,800.00
4	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	60,000.00	60,000.00	50,000.00	$50,000.00	80,000.00	$80,000.00	165,000.00	$165,000.00
5	WORK ZONE SAFETY CONTINGENCY	5000 FA	1.00	5,000.00	1.00	$5,000.00	1.00	$5,000.00	1.00	$5,000.00
6	CIPP INSTALLATION, 8 INCH PIPE DIAMETER	3023 LF	40.00	120,920.00	45.00	$136,035.00	74.00	$223,702.00	48.00	$145,104.00
7	CIPP INSTALLATION, 10 INCH PIPE DIAMETER	420 LF	44.00	18,480.00	50.00	$21,000.00	88.00	$36,960.00	54.00	$22,680.00
8	CIPP INSTALLATION, 12 INCH PIPE DIAMETER	264 LF	54.00	14,256.00	60.00	$15,840.00	100.00	$26,400.00	90.00	$23,760.00
9	CIPP INSTALLATION, 15 INCH PIPE DIAMETER	360 LF	75.00	27,000.00	70.00	$25,200.00	127.00	$45,720.00	102.00	$36,720.00
10	CIPP INSTALLATION, 20 INCH PIPE DIAMETER	341 LF	125.00	42,625.00	90.00	$30,690.00	190.00	$64,790.00	168.00	$57,288.00
11	CIPP INSTALLATION, 24 INCH PIPE DIAMETER	339 LF	150.00	50,850.00	120.00	$40,680.00	192.00	$65,088.00	244.00	$82,716.00
12	CIPP INSTALLATION, 30 INCH PIPE DIAMETER	1804 LF	185.00	333,740.00	240.00	$432,960.00	212.00	$382,448.00	258.00	$465,432.00
13	CIPP INSTALLATION, 36 INCH PIPE DIAMETER	960 LF	280.00	268,800.00	300.00	$288,000.00	217.00	$208,320.00	360.00	$345,600.00
14	CCTV INSPECTION, 6 INCH THROUGH 12 INCH	3707 LF	5.00	18,535.00	10.00	$37,070.00	4.00	$14,828.00	7.00	$25,949.00
15	CCTV INSPECTION, 14 INCH THROUGH 22 INCH	701 LF	8.00	5,608.00	10.00	$7,010.00	6.00	$4,206.00	9.00	$6,309.00
16	CCTV INSPECTION, 23 INCH THROUGH 36 INCH	3103 LF	10.00	31,030.00	10.00	$31,030.00	8.00	$24,824.00	15.00	$46,545.00
17	PROTRUDING TAP REMOVAL	12 EA	750.00	9,000.00	500.00	$6,000.00	500.00	$6,000.00	496.00	$5,952.00
18	MAINTENANCE OF SEWER SERVICE	1 LS	180,000.00	180,000.00	1,000.00	$1,000.00	160,000.00	$160,000.00	823,956.00	$823,956.00
19	REINSTATE SIDE SEWER CONNECTION - 6 INCH THROUGH 12 INCH	86 EA	180.00	15,480.00	500.00	$43,000.00	200.00	$17,200.00	92.00	$7,912.00
20	REINSTATE SIDE SEWER CONNECTION - 14 INCH THROUGH 22 INCH	14 EA	300.00	4,200.00	500.00	$7,000.00	250.00	$3,500.00	97.00	$1,358.00
21	REINSTATE SIDE SEWER CONNECTION - 23 INCH THROUGH 36 INCH	12 EA	450.00	5,400.00	500.00	$6,000.00	400.00	$4,800.00	329.00	$3,948.00
22	MANHOLE CHANNEL WORK	59 EA	300.00	17,700.00	200.00	$11,800.00	1,000.00	$59,000.00	251.00	$14,809.00
Bid Total				**$1,321,625.00**		**$1,295,816.00**		**$1,560,287.00**		**$2,415,257.00**

City Of Spokane
Engineering Services Department
Bid Tabulation

SCHEDULE SUMMARY

	Sched 1	Sched 2	Sched 3	Sched 4	Total
ENGINEER'S ESTIMATE	1,321,625.00	0.00	0.00	0.00	1,321,625.00
ALLIED TRENCHLESS (Submitted)	1,295,816.00	0.00	0.00	0.00	1,295,816.00
IRON HORSE LLC (Submitted)	1,560,287.00	0.00	0.00	0.00	1,560,287.00
INSITUFORM TECHNOLOGIES (Submitted)	2,415,257.00	0.00	0.00	0.00	2,415,257.00

Low Bid Contractor: ALLIED TRENCHLESS

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	1,295,816.00	1,321,625.00	1.95	% Under Estimate
Schedule 02	0.00	0.00		% Under Estimate
Schedule 03	0.00	0.00		% Under Estimate
Schedule 04	0.00	0.00		% Under Estimate
Bid Totals	1,295,816.00	1,321,625.00	1.95	% Under Estimate

ALLIPLU-01 JBRAVO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/20/2025

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: Jason Bravo
Highstreet Insurance & Financial Services 6816 W Rio Grande Kennewick, WA 99336	PHONE (A/C, No, Ext): (509) 396-5751 116 FAX (A/C, No): E-MAIL ADDRESS: jason.bravo@highstreetins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Continental Insurance Company	35289
INSURER C : StarStone Specialty Insurance Company	44776
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Allied Plumbing & Pumps, LLC dba Allied Trenchless
2131 North Wenatchee Avenue
Wenatchee, WA 98801

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	7034365792	9/1/2025	9/1/2026	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 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	7034365775	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	7034365758	9/1/2025	9/1/2026	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000
A	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		7034365792	9/1/2025	9/1/2026	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
C	Pollution	X	X	O87544253AEM	9/1/2025	9/1/2026	Aggregate	6,000,000

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

Certificate Holder is listed as Additional Insured for Ongoing and Completed Operations on a Primary & Non-Contributory basis, Waiver of Subrogation applies, when required by written contract, per the attached forms. Umbrella follows form.

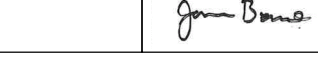
CERTIFICATE HOLDER

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



© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,

   b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

   The insurance afforded by this provision **A.2.**:

   a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   b. Does not apply to:

   (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or

   (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. 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.

"Policy", as used in this provision **A. Who Is An Insured,** includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or

2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2),** the limit for the cost of bail bonds is changed from $2,000 to $5,000; and

2. In **a.(4),** the limit for the loss of earnings is changed from $250 to $500 a day.

© Copyright CNA All Rights Reserved. Includes copyrighted material of the Insurance Services Office, Inc., used with its permission.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.**:

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. $1,000 maximum, in lieu of $600.

D. Hired "Autos"

The following is added to **Section III. Paragraph A.**:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

a. Any covered **auto** you lease, hire, rent or borrow without a driver; and

b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or $75,000, whichever is less, minus a $500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.

d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.

e. Such physical damage coverage for hired **autos** will:

(1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

(2) Such coverage as is provided by this provision will be subject to a limit of $750 per **accident**.

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

© Copyright CNA All Rights Reserved. Includes copyrighted material of the Insurance Services Office, Inc., used with its permission.

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories

d. A $100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.**:

Subject to the following, the **diminution in value** exclusion does not apply to:

a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:

(1) $5,000; or

(2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III**:

1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:

a. An **auto** owned by that "executive officer" or a member of that person's household; or

b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

(1) Equal to the greatest of those coverages afforded any covered **auto**; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

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

The following is added to **Section IV, Paragraph A.2.a.**:

© Copyright CNA All Rights Reserved. Includes copyrighted material of the Insurance Services Office, Inc., used with its permission.

(4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

(6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

© Copyright CNA All Rights Reserved. Includes copyrighted material of the Insurance Services Office, Inc., used with its permission.

CNA

CNA PARAMOUNT

General Aggregate Limit - Per Project Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. For each single construction or service project away from premises the **Named Insured** owns or rents, a separate Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

A. all **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

B. all medical expenses under **Coverage C**;

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Project General Aggregate Limit applicable to any other project.

II. All:

A. **damages** under **Coverage B**, regardless of the number of locations or projects involved;

B. **damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

C. medical expenses under **Coverage C**, caused by accidents which cannot be attributed solely to ongoing operations at a single project,

will reduce the General Aggregate Limit shown in the Declarations.

III. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular project.

IV. 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 shown in the Declarations, regardless of the number of projects involved.

V. If a single construction or service project away from premises owned by or rented to the **Named Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, such project will still be deemed to be the same project.

VI. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

5002000927034365792807 3

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

ENDORSEMENT

This endorsement, effective 12:01 AM: 09/01/2023
Forms a part of Policy No.: O87544231AEM
Issued to: Allied Plumbing & Pumps, LLC dba Allied Trenchless
By: Starstone Specialty Insurance Company

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location and Description of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as additional insured. However, this status only exists for the project specified in that contract.	Those locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

SECTION II – Definitions *Insured* is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for any *bodily injury*, *property damage* or *clean-up costs* caused, in whole or in part, by *your work* at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the *products-completed operations hazard*.

As used in this endorsement: *your work* means work or operations performed by you or on your behalf and materials, parts or equipment furnished in connection with such work or operations; *products-completed operations hazard* means *bodily injury*, *property damage* or *clean-up costs* occurring away from premises you own or rent and arising out of *your work* except work that has not yet been completed or abandoned. However, *your work* will be deemed completed at the earliest of the following times:

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

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

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

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

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 AM: 09/01/2023
Forms a part of Policy No.: O87544231AEM
Issued to: Allied Plumbing & Pumps, LLC dba Allied Trenchless
By: Starstone Speciality Insurance Company

AUTOMATIC PRIMARY AND NON-CONTRIBUTORY INSURANCE ENDORSEMENT – DESIGNATED WORK OR PROJECT(S)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION COVERAGE PART
ENVIRONMENTAL IMPAIRMENT LIABILITY COVERAGE PART
TRANSPORTATION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of $APPLIED, and notwithstanding anything contained in this Policy to the contrary, it is hereby agreed that this Policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory towards this insurance.

All other terms and conditions of this policy remain unchanged.

CNA

CNA PARAMOUNT

Primary and Noncontributory - Other Insurance Condition Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

It is understood and agreed that the condition entitled **Other Insurance** is amended to add the following:

Primary And Noncontributory Insurance

Notwithstanding anything to the contrary, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

a. the additional insured is a named insured under such other insurance; and

b. the **Named Insured** has agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

5002000927034365792808 3

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

CNA

CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

TABLE OF CONTENTS

1. **Additional Insureds**
2. **Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance**
3. **Bodily Injury – Expanded Definition**
4. **Broad Knowledge of Occurrence/ Notice of Occurrence**
5. **Broad Named Insured**
6. **Broadened Liability Coverage For Damage To Your Product And Your Work**
7. **Contractual Liability - Railroads**
8. **Electronic Data Liability**
9. **Estates, Legal Representatives and Spouses**
10. **Expected Or Intended Injury – Exception for Reasonable Force**
11. **General Aggregate Limits of Insurance – Per Project**
12. **In Rem Actions**
13. **Incidental Health Care Malpractice Coverage**
14. **Joint Ventures/Partnership/Limited Liability Companies**
15. **Legal Liability – Damage To Premises / Alienated Premises / Property In The Named Insured's Care, Custody or Control**
16. **Liquor Liability**
17. **Medical Payments**
18. **Non-owned Aircraft Coverage**
19. **Non-owned Watercraft**
20. **Personal And Advertising Injury – Discrimination or Humiliation**
21. **Personal And Advertising Injury - Contractual Liability**
22. **Property Damage - Elevators**
23. **Supplementary Payments**
24. **Unintentional Failure To Disclose Hazards**
25. **Waiver of Subrogation – Blanket**
26. **Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs**

5002000927034365792 8063

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

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

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

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

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. Bodily injury, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

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

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

5002000927034365792806 4

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. bodily injury or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to **your product** arising out of it, or any part of it except when caused by or resulting from:

(1) fire;

(2) smoke;

(3) collapse; or

(4) explosion.

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:

(1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

5002000927034365792806 5

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

(2) If the cause of loss to the damaged work arises as a result of:

(a) fire;

(b) smoke;

(c) collapse; or

(d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage** to **your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

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 to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;

b. A sidetrack agreement;

c. Any easement or license agreement;

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 the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** 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 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;

(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.

8. ELECTRONIC DATA LIABILITY

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

C. The following definition is added to **DEFINITIONS**:

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.

D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

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;

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; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** 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.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the $100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

5002000927034365792806 6

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

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

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;

2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. 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 shown in the Declarations, regardless of the number of projects involved.

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

E. If a single construction project away from premises owned by or rented to the **Insured** has been 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.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

5002000927034365792 8067

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a)**, **(b)**, **(c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

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, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph **c.** above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

5002000927034365792 8068

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

j. Damage to Property

Property damage to:

(1) Property the **Named Insured** owns, rents, or occupies, 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 the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;

(3) Property loaned to the **Named Insured**;

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

(5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** 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 rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** 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 **LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are **your work**.

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**.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

i. tools, or equipment the **Named Insured** borrows from others, nor

ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

a. property at a job site awaiting or during such property's installation, fabrication, or erection;

b. property that is **mobile equipment** leased by an **Insured**;

c. property that is an **auto**, aircraft or watercraft;

d. property in transit; or

e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds $1,000. The Insurer has the right but not the duty to pay any portion of this $1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

D. Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. $500,000; or

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

E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

A. **LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: $N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

5002000927034365792806 9

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C** – **Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

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

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

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

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision **1. ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A** – **Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

5002000927034365792807O

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or

2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and

2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury**, **property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and

2. the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

5002000927034365792807 1

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

ENDORSEMENT

This endorsement, effective 12:01 AM: 09/01/2023
Forms a part of Policy No.: O87544231AEM
Issued to: Allied Plumbing & Pumps, LLC dba Allied Trenchless
By: Starstone Speciality Insurance Company

AUTOMATIC ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to name as an additional insured is included as an additional insured, but only as respects the project specified in that contract and only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured. The limit of the additional insured coverage shall be the lesser of:

1. Those limits required by written contract; or
2. The applicable per claim limit per the Declarations.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 AM: 09/01/2023
Forms a part of Policy No.: O87544231AEM
Issued to: Allied Plumbing & Pumps, LLC dba Allied Trenchless
By: Starstone Speciality Insurance Company

AUTOMATIC WAIVER OF SUBROGATION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Any person(s) or organization(s) to whom the Named Insured agrees, in a written contract, to provide waiver of subrogation. However, his status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the insured's work done under a contract with that person or organization. The waiver applies only to the person or organization in the above schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, 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 subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage; and

C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

1. Coverage broader than what you are required to provide by the **written contract**; or

2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, 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 subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage.

III. But if the **written contract** requires:

A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. Additional insured coverage with “arising out of” language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

5002000927034365792807 7

Copyright CNA All Rights Reserved.

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

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

2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or

2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

Copyright CNA All Rights Reserved.

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or

2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

5002000927034365792807 8

Copyright CNA All Rights Reserved.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

Person/Organization: Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description	**Waiver Premium**
All AK Operations	250.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. R2WC320061 Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name:	ALLIED PLUMBING AND PUMPS, LLC
Business name:	ALLIED PLUMBING LLC
Entity type:	Limited Liability Company
UBI #:	602-903-890
Business ID:	001
Location ID:	0005
Location:	Active
Location address:	2131 N WENATCHEE AVE WENATCHEE WA 98801-1057
Mailing address:	246 W MANSON HWY # 124 CHELAN WA 98816-9583
Excise tax and reseller permit status:	Click here
Secretary of State information:	Click here

Owners and officers on file with the Department of Revenue

Owners and officers	Title
SMILEY, RON	
SMILEY, ZACH	

Registered Trade Names

Registered trade names	Status	First issued
ALLIED ELECTRICAL	Active	Sep-30-2015

Registered trade names	Status	First issued
ALLIED PLUMBING	Active	Mar-03-2009
ALLIED PLUMBING & PUMPS, LLC	Active	Aug-30-2013
ALLIED PLUMBING & TRENCHLESS	Active	Feb-11-2025
ALLIED TRENCHLESS	Active	Oct-19-2015

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 10/20/2025 2:12:05 PM

Contact us

How are we doing?
Take our survey!

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

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 10/06/2025

Committee Agenda type: Consent

Council Meeting Date: 10/27/2025

Date Rec'd	9/25/2025
Clerk's File #	OPR 2025-0710
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	STEVE WOHL 4056
Contact E-Mail	SJWOHL@SPOKANEPOLICE.ORG
Agenda Item Type	Purchase w/o Contract
Council Sponsor(s)	ZZAPPONE BWILKERSON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	LONG-RANGE ACOUSTICAL DEVICES (LRAD) PURCHASE

Agenda Wording

Long-Range Acoustical Devices (LRAD) purchase without contract

Summary (Background)

Spokane Police Department seeks approval to purchase two Long-Range Acoustical Devices (LRADs) to enhance public safety communication, emergency response, and lawful notification capabilities.

What impacts would the proposal have on historically excluded communities?

It would allow de-escalation messaging to travel across large areas to give warnings and try and gain voluntary compliance. These communities participate in marches and rallies, and this would bring them more safety and security by having that advanced notice before any crowd dispersal measures took place.

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?

There is national data on the ability of this communication public address system to broadcast warnings over long distances. This can be utilized for several things to include emergency evacuations, civil unrest dispersal, child missing broadcasts, etc.

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 will put us in compliance with the legal requirements to have appropriate notifications given to citizens in areas for them to disperse prior to chemical agents being utilized.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 88,045.13
Current Year Cost	$ 88,045.13
Subsequent Year(s) Cost	$

Narrative

SPD would like to purchase 2-LRAD devices for use by the TAC and SWAT Units during events where it is crucial to the public that they are able to hear the commands being given during times of Civil Unrest, or other emergency situations.

Amount		Budget Account
Expense	$ 88,045.13	# 5902-79115-94210-56401-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

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

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	HALL, KEVIN	PS EXEC REVIEW	YATES, MAGGIE
Division Director	HALL, KEVIN	PURCHASING &	NECHANICKY, JASON
Accounting Manager	BAIRD, CHRISTI		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	SPDFinance@spokanecity.org

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-432
USA
301-683-1234
www.safewareinc.com

Order Number	
10236939	
Order Date	Page
08/01/2025 17:53:32	1 of 3

Quote Expires On: 08/11/2025

Contract No: OMNIA PoP Contract #159469

Bill To: **Customer ID:** 127637

Spokane Police Department
1100 W Mallon Ave.
Spokane, WA 99260

(509) 625-4100

Ship To:

Spokane Police Department
1100 W Mallon Ave.
Spokane, WA 99260

Requested By: Kyle Yrigollen

PO Number	*Taker*	*Email*
LRAD	Deann Campbell	dcampbell@safewareinc.com
Freight Terms	***Phone***	***Fax***
Freight Paid		
Sales Representative		
Mick Ormiston		

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
1.00	0.00	1.00	EA		LRAD 450XL-BLK	EA	29,841.00	29,841.00
			1.0		LRAD System, 450XL, Black	1.0		

w/Hard Case, MP3 Controller & Ptt mic, hearing protection, manual, 12 FT DC power cable, and 20 FT audio control cable, Black

Item Note: 1 Assembly, Head Unit, Integrated Electronics, LRAD-450XL, Black, SS
1 Pan-Tilt Head, Manual, LRAD-450XL, Natural
1 Control Unit, Remote Electronics, Universal, Black, SS
1 Bracket, Support, Control Unit, Remote, Black
1 Microphone, Recording, Noise Cancelling Element, SS
1 Cable Assembly, Remote Control, 20FT, SS
1 Cable Assembly, Remote Control, STRT/90 DEG, 16 Inch, SS
1 Cable Assembly, DC Input, 4X14GA, 12FT, Fused, SS
1 Cable Assembly, USB 2.0, Download, MP3, D38999, 48 Inches
1 Cable Assembly, CD Player, D38999 to 3.5MM Phone, SS
10 Ear Plug, Foam, w/o Cord, NRR 33db

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-432
USA
301-683-1234
www.safewareinc.com

Order Number	
10236939	
Order Date	Page
08/01/2025 17:53:32	2 of 3

Quote Expires On: 08/11/2025

Contract No: OMNIA PoP Contract #159469

Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
					1 Hard Case, Resusable, LRAD-300X 1 Manual, Printed, LRAD-450XL			
1.00	0.00	1.00	EA		LRAD 450XL-BLK	EA	29,841.00	29,841.00
				1.0	LRAD System, 450XL, Black	1.0		
					w/Hard Case, MP3 Controller & Ptt mic, hearing protection, manual, 12 FT DC power cable, and 20 FT audio control cable, Black			
					Ordered As: 450XL-BLK			
					Item Note: 1 Assembly, Head Unit, Integrated Electronics, LRAD-450XL, Black, SS 1 Pan-Tilt Head, Manual, LRAD-450XL, Natural 1 Control Unit, Remote Electronics, Universal, Black, SS 1 Bracket, Support, Control Unit, Remote, Black 1 Microphone, Recording, Noise Cancelling Element, SS 1 Cable Assembly, Remote Control, 20FT, SS 1 Cable Assembly, Remote Control, STRT/90 DEG, 16 Inch, SS 1 Cable Assembly, DC Input, 4X14GA, 12FT, Fused, SS 1 Cable Assembly, USB 2.0, Download, MP3, D38999, 48 Inches 1 Cable Assembly, CD Player, D38999 to 3.5MM Phone, SS 10 Ear Plug, Foam, w/o Cord, NRR 33db 1 Hard Case, Resusable, LRAD-300X 1 Manual, Printed, LRAD-450XL			
1.00	0.00	1.00	EA		LRAD BCWIRE218	EA	4,947.05	4,947.05
				1.0	LRAD LENCO Bearcat Cables, 450XL/500X	1.0		
					Ordered As: BCWIRE218			
1.00	0.00	1.00	EA		LRAD 450XL-MNT-MAG	EA	3,365.00	3,365.00
				1.0	LRAD Magnetic Mount, 300X/450XL	1.0		
					Ordered As: 450XL-MNT-MAG			
1.00	0.00	1.00	EA		LRAD 450XL-MNT-VAC	EA	4,211.00	4,211.00
				1.0	LRAD Vacuum Mount, 450XL	1.0		
					Ordered As: 450XL-MNT-VAC			
1.00	0.00	1.00	EA		LRAD 24V-PACK	EA	6,764.32	6,764.32

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-432
USA
301-683-1234
www.safewareinc.com

Order Number	
10236939	
Order Date	Page
08/01/2025 17:53:32	3 of 3

Quote Expires On: 08/11/2025

Contract No: OMNIA PoP Contract #159469

Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
			1.0		LRAD Rechargeable 24VDC Power Pack	1.0		
					Ordered As: 24V-PACK			
1.00	0.00	1.00	EA		LEN BCLTM	EA	1,731.92	1,731.92
			1.0		LRAD T-Lock mount	1.0		

******Ask me about the leasing and financing options that Safeware offers!******

Sales Representative **:** mormiston@safewareinc.com

Total Lines: 7

SUB-TOTAL:	80,701.29
TAX:	7,343.84
AMOUNT DUE:	**88,045.13**
	U.S. Dollars

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/20/2025

Committee Agenda type: Discussion

Council Meeting Date: 11/10/2025

Date Rec'd	10/16/2025		
Clerk's File #	RES 2025-0092		
Cross Ref #			
Project #			
Submitting Dept	COMMUNITY, HOUSING & HUMAN	**Bid #**	
Contact Name/Phone	ARIELLE 509.564.5278	**Requisition #**	
Contact E-Mail	ARIELLEANDERSON@SPOKANECITY.		
Agenda Item Type	Resolutions		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	RESOLUTION - THREE MONTH SCATTERED SITE CONTRACTS TO CONTINUE		

Agenda Wording

Resolution authorizing contracts with Truth Ministries, Family Promise, Compassionate Addiction Treatment, and Jewels Helping Hands extending services from 10/1/25-12/31/25.

Summary (Background)

CHHS is requesting a three (3) month extension from October 1, 2025-December 31, 2025. Where there was a previous hope to simply absorb the contracts from Waters Meet (previously known as Empire Health Foundation), this was not a viable option. Therefore, we are relying on the Market Conditions Policy (Admin 5500-25-01. "Purchasing Policy) that will allow us to enter into three-month contracts with the current scattered site providers. Attached to this briefing paper are the following documents: 1. Draft Resolution to allow the three-month extensions; and 2. Draft Contracts; and 3. RFP seeking Scattered Site providers. CHHS will enter into contracts with: · Truth Ministries (Single Men) · Family Promise of Spokane (households with minor children) · Compassionate Addiction Treatment (Single Adults) · Jewels Helping Hands (Singles Adults; Respite Care) The total number of beds supported through this Resolution/three-month extension will be 209. Please also note that we have posted a RFP on October 6th and will close on October 19th. This RFP seeks out Scattered Site applications and will hopefully yield solid responses. The contract start dates for these awards will run from January 1, 2026-June 30, 2027.

What impacts would the proposal have on historically excluded communities?

These funds will be used to support households in their exit from unsheltered homelessness. All contracted entities serve any household who presents as needing emergency shelter.

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?

All data will be entered into HMIS and quarterly reports will be given by HMIS to Council on program outcomes.

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

All projects funded (save for few exceptions—though this is not one of them), will be expected to follow the Five-Year Plan to Prevent and End Homelessness.

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?

These contracts both align with the H.O.M.E Starts Here Initiative, the Five-Year Plan to Prevent and End Homelessness.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 1,044,816
Current Year Cost	$ 1,044,816
Subsequent Year(s) Cost	$ 0

Narrative

The total cost associated with this three-month extension will be $1,044,816 and will fund 209 beds. As noted above this will only be a three-month extension. The funds utilized have already been considered in this year's budget allocation from Commerce.

Amount		Budget Account
Expense	$ 912,080	# 1540-95660-65410-54201-99999
Expense	$ 132,736	# 1540-95661-65410-54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Grant

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

Is this funding source sustainable for future years, months, etc? Yes. However, please note that these are only three-month contracts. The RFP that will close on October 19, 2025, will have the same funding sources. This includes EHF (Emergency Housing Fund—Commerce funding and required to follow CHG Guidelines; and Inflationary Funds (also Commerce funds) and adherence to CHG also required. CHHS has already retained our

Expense Occurrence	N/A

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

Approvals		Additional Approvals	
Dept Head	ANDERSON, ARIELLE M.	**ACCOUNTING -**	BROWN, SKYLER
Division Director	KINDER, DAWN		
Accounting Manager	BROWN, SKYLER		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

	chhscontracts@spokanecity.org
chhsaccounting@spokanecity.org	arielleanderson@spokanecity.org
ppourzanjani@spokanecity.org	dnorman@spokanecity.org

RESOLUTION NO. 2025-_____

A Resolution declaring that a special market condition exists, waiving competitive bidding requirements, and authorizing the City to enter into contracts, in amount not to exceed $1,044,816.00 for all contracts, for the purposes of providing scattered site shelter services for the CHHS Department.

WHEREAS, the CHHS department provides critical services including oversight of area shelter services; and

WHEREAS, the scattered site shelter services are a critical tool for to support vulnerable members of the community; and

WHEREAS, the City contracted with Empire Health Foundation (EHF) to provide navigation services and operate its scatter shelter site program under contract number OPR 2024-0879, which contract, as amended, expired on September 30, 2025; and

WHEREAS, EHF in turn contracted with Compassionate Addiction Treatment (CAT), Family Promise, Jewels Helping Hands, and Truth Ministries to provide the services identified in the contract with the City; and

WHEREAS, due to the needs of the community CHHS will absorb the navigation center responsibilities, ending the contract relationship with EHF; and

WHEREAS, CHHS intends to publish a new request for proposals (RFP) for scattered site shelter providers on October 6, 2025 which will close on October 19, 2025; and

WHEREAS, it is essential to the Spokane community that navigation and shelter services continue without interruption; and

WHEREAS, the existing scattered site shelter providers are ideal candidates to maintain their services, minimizing unintended consequences for the duration of time CHHS requires to complete the RFP process; and

WHEREAS, RCW 39.04.280 (1)(b) and SMC 07.06.170 (B) authorizes the City to waive the competitive bidding requirements for services involving special market conditions;

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council declares that a special market condition exists, and, pursuant to RCW 39.04.280(1)(b) and Section 07.06.170.B of the Spokane Municipal Code, waives competitive bidding requirements for the scattered site shelter services on the terms provided herein; and

BE IT ALSO RESOLVED that the City Council authorizes the City and CHHS to enter into contract with Compassionate Addiction Treatment (CAT), Family Promise, Jewels Helping Hands, and Truth Ministries, in the amount not to exceed $1,041,062.33 for all contracts for the purposes of providing scattered site shelter services, and to expire December 31, 2025; and

BE IT ALSO RESOLVED that the City Council authorizes the City and CHHS to execute the foregoing contracts without further approval of the City Council.

Passed by the City Council this ____ day of _____, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Community, Housing and Human Services Department (CHHS)

REQUEST FOR PROPOSALS AND APPLICATION

Scattered Site Shelter Operations

October 6, 2025

EQUAL HOUSING OPPORTUNITY

Contents

REQUEST FOR PROPOSALS 3
PROJECT TYPE 3
RFP CONTACT 4
TIMELINE 4
PERIOD OF PERFORMANCE/TERM 4
ELIGIBLE APPLICANTS 5
SUBRECIPIENT RELATIONSHIP WITH THE CITY OF SPOKANE 5
APPLICATION DEADLINE 5
APPLICATION ASSISTANCE 5
APPLICATION REVIEW AND RATING PROCESS 5
APPLICATION SCORING 6
GENERAL REQUIREMENTS 6
GENERAL INFORMATION 8
CONTRACT TERMS 8
APPEAL PROCESS 10

REQUEST FOR PROPOSALS

The Community, Housing and Human Services (CHHS) Department is pleased to announce a Request for Proposals (RFP) for operations and coordination of Scattered Site Shelters. Please note that the Application is included in this RFP. The funds supporting this RFP are Washington State Department of Commerce Consolidated Homeless Grant and other State and Local funds. The City of Spokane and any subrecipients of the City of Spokane are required to adhere to the CHG Guidelines as currently published and can be found here: CHG Guidelines SFY 2026-2027.pdf | Powered by Box

Approximate Funds Available: $6,246,373.00	
Period of Performance	**January 1, 2026 – June 30, 2027** **April 2027, May 2027, June 2027 is subject to community need, availability of funds and overall project performance.**
Fund Source	**Budget Categories**
CHG	Facility Support
	Operations
	Administration (Indirect Costs-Max 15% of Total Award)

The most competitive proposals must be able to clearly demonstrate the following:

1. A well-established project scope; and
2. Reasonable budget request; and
2. An identified partner/site if applicable; and
3. Commitment to data compliance and financial responsibility; and
4. Be fiscally secure and must show financial viability for up to 60-days should City reimbursement be delayed for reasons beyond the control of the City.

CHHS reserves the right to amend this RFP at any time.

PROJECT TYPE

The City is seeking responses for scattered site shelter operators with identified and secured locations to meet the unique needs of Spokane's unsheltered populations. The City is seeking locations for adults (both co-ed and women only sites), adults requiring medical respite care, recovery focused locations, and a small number of beds for families.

These Specialized/Scattered Site shelters will work closely with the Housing Navigation Center to create long term housing placements for individuals accessing care, and to support the fluidity needed in the emergency shelter system to work toward a reduction of people experiencing homelessness in the City of Spokane.

All scattered site locations will be required to meet the performance standards for emergency shelters laid out in the 2025-2030 Plan to End and Prevent Homelessness plans Five-Year Performance Management Plan. These guiding documents can be found here: CHHS Documents - City of Spokane, Washington In alignment with these performance metrics all sites will be required to utilize HMIS for required data tracking, adhere to data timeliness requirements, and follow data quality standards.

Please note that the City will prioritize existing scattered site locations, except for when budgets are prohibitive. The City is working with limited resources and bearing the burden for the entire regions' shelter system, cost will be considered when evaluating applications.

Definitions

Day Time/Day Drop-In Housing Navigation Center (HNC): Physical location for providing connections to longer term housing and service options. The HNC relies on the awarded agency as well as community partners to ensure on-site access to a myriad of services. The HNC serves as a safe space during daytime hours for vulnerable households without minor children while also being responsive to the needs and any potential impacts on the surrounding neighborhood.

Specialized Site Shelter Operators: Working in tandem with the HNC Managing Organization and street outreach these Operators manage sites throughout the region serving specific populations/needs for households with and without minor children experiencing homelessness. The focus of these locations should be to permanently house people as quickly as possible in transitional or permanent housing options; however, the City recognizes, by way of the Spokane Regional Five-Year Plan to Prevent and End Homelessness, that other placements are also positive outcomes. Specialized Site Operators should lean heavily on community partnerships and the services at the HNC to expedite placement into appropriate housing, treatment, or other safe exit destinations.

Scattered Site Operators will be expected to present, with CHHS staff to City Council and at public meetings as requested regarding outcomes, needs, and challenges.

RFP CONTACT

Questions related to this funding notice should be directed to the Community, Housing, and Human Services Department.

chhsrfp@spokanecity.org
Spokane City Hall – 6th Floor
808 W. Spokane Falls Blvd.
Spokane, WA 99201
(509) 625-6325

TIMELINE

October 6, 2025	Announce RFP on CHHS department website, https://my.spokanecity.org/chhs/, and by email distribution to the CHHS department Interested Parties List.
October 19, 2025	**Applications DUE by 11:59 PM.** *Late submittals will not be accepted.* ➢ Please submit **applications to chhsrfp@spokanecity.org** ○ *Multiple emails may be necessary due to file size.* ○ *DO NOT WAIT UNTIL THE LAST DAY TO SUBMIT AS ANY INCOMPLETE APPLICATIONS WILL BE REJECTED.* ○ *CHHS WILL CONFIRM RECEIPT.* ○ *Printed or mailed copies will not be accepted* ○ *Don't forget the required attachments*
October 20, 2025	Applications reviewed by CHHS Human Services RFP Committee
November 5, 2025	CHHS Board Meeting approving Human Services RFP Committee Recommendations
December 1, 2025	City Council **approval** of recommendations (date subject to change)
December 8, 2025	Contracts out for signature
January 1, 2025	Project Start

PERIOD OF PERFORMANCE/TERM

Funding for this RFP will be made available following City Council approval. The anticipated contract terms between the City of Spokane and Subrecipient are expected to extend from January 1, 2026 - June 30, 2027.

ELIGIBLE APPLICANTS

Eligible applicant/recipients include:

- Public and private nonprofit organizations 501(c)(3); or
- Faith-based organizations (501(c)(3)) and must not predicate religious participation on receiving services.

SUBRECIPIENT RELATIONSHIP WITH THE CITY OF SPOKANE

The City of Spokane will enter into a subrecipient agreement with successful applicant(s). The City defines a subrecipient as an entity that receives a subaward from a pass-through entity (City of Spokane) to carry out eligible activities as defined in federal, state, or local regulatory guidance.

APPLICATION DEADLINE

The RFP and Application will be available beginning **Monday October 6,** on the Community, Housing and Human Services department website https://spokanechhs.org/.

Application submission deadline is 11:59 PM OCTOBER 19, 2025.

Applications submitted after this deadline *will not* be considered for funding.

CHHS will not accept hard copies of the application.

It is the responsibility of the applicant to ensure that proposals are submitted ahead of time. Applicants are encouraged to submit proposals in advance of the application deadline. CHHS will only be able to identify incomplete proposals during the open application time frame. Therefore, incomplete proposals that are submitted on the same day will not allow CHHS to assist applicants with incomplete responses.

APPLICATION ASSISTANCE

Technical Assistance is not required for this RFP

Any interested applicant may request technical assistance before October 13th, 2025. The City will provide TA sessions on a request only basis.

APPLICATION REVIEW AND RATING PROCESS

All applications must meet the following threshold in Part I prior to being forwarded to the CHHS RFP Committee. This threshold is determined by CHHS Staff and based on the following objective criteria:

Part I – Pass/Fail Project Proposal Evaluations

1. Does the application meet the scope of services outlined below:
    a. The project type and funding requests are eligible to be funded based on the CHG Guidelines.
    b. Applicant has demonstrated that all data will be entered into HMIS.
    c. Does the applicant answer all questions as outlined in the Application?
    d. Does the applicant hold an active Washington State business license with a City of Spokane Endorsement or indicated they can provide one at the time of contract negotiation, if awarded.

Part II - Project Proposal Evaluations

1. The Human Services CHHS RFP Committee will review the applications based on the scoring rubric identified in the Application and outlined below.

2. Their recommendations will be forwarded to the CHHS Board for approval and upon Board approval, applications will be placed on the Spokane City Council legislative agenda.

Part III - Notice to Applicants

1. Notice to Applicants on funding recommendation authorized by Spokane City Council by December 2, 2025 (subject to change as noted in the table above).

Part IV - Contracting

1. Contract Negotiation
2. Contract Execution

APPLICATION SCORING

Applications will be scored on the following components: for operators applying for more than one location please include a scope (#1) and budget (#2) for each location, answers to questions 3-6 can be answered once per agency.

1. **Proposed Scope of Work – 10 points**
    a. Identifies the population served, location of service, and partners who have committed to supporting the shelter site.
2. **Budget – 25 points**
    a. Provide a budget covering your scattered site operations that is compliant with CHG requirements.
        i. Please note that the City is working with limited resources. Total cost as well as cost per bed per night of operation will be considered in funding recommendations.
        ii. Please use an Excel Spreadsheet of your budget and a short description/justification of the costs.
3. **Financial Management – 15 points**
    a. Strong financial management practices and a clear budget plan; and
    b. Proven track record of securing and managing funds from diverse sources; and
    c. Documentation showing 60-day solvency should City reimbursement be delayed.
4. **Experience Operating Shelter Services – 20 points**
    a. Provide a statement, limited to 500 words, summarizing your experience operating a scattered site shelter and what a typical day looks like for your staff and guests.
5. **Data Management and Reporting – 20 points**
    a. Provide a statement ensuring alignment and agreement with City data management expectations and requirements. Here, you will want to touch on HMIS data entry and alignment with the Performance Management Plan as outlined in the 2025-2030 Five Year Plan to Prevent and End Homelessness.
6. **Community/Neighborhood Engagement – 10 points**
    a. Provide a statement, limited to 500 words summarizing how your organization will engage with and support the needs of the neighborhood. Alternatively, you may submit a Letter of Support from your landlord or Neighborhood Council, if the timeline does not permit a Letter of Support.

GENERAL REQUIREMENTS

All **new** **contracts** require the following:

- Updated Risk Assessment
- Certificated of Insurance (COI) required at time of Award:
    - Workers Compensation (per RCW 51.12.020)
    - General Liability Insurance (minimum $1,000,000 per occurrence; $2,000,000 aggregate)

    - Supplemental Umbrella Insurance (to reach $2,000,000 aggregate)
    - Automobile Insurance ($1,000,000 per accident)
    - Professional Liability Insurance ($1,000,000 per claim) (must remain in effect two years after the contract end date)
    - Cyber Security Insurance ($2,000,000 single limit)
    - Sexual Assault and Molestation ($2,000,000 aggregate)
- Agencies awarded funds will maintain an active business registration with the City of Spokane OR an exemption determination requested from City's Taxes and Licenses Division (509) 625-6070.
- Debarment and Suspension Certification completed and submitted
- Vendor Setup (if new vendor)
    - New Vendor Request Form (to be sent by CHHS)
    - Vendor ACH Form
    - IRS W9 Form
- Agencies awarded funds will maintain an active Universal Entity Identifier (UEI) number (see below)
- Awarded funds will be paid to Subrecipient for eligible expenses on a ***reimbursement*** basis.

Note: All entities doing business with the federal government will use the Universal Entity Identifier (UEI) assigned by the General Services Administration (GSA) through the System for Award Management (SAM.gov). Therefore, the U.S. Department of the Treasury (Treasury) will no longer be able to accept a Data Universal Numbering System (DUNS) number as a valid identification number.

What is the UEI?

The federal government will stop using the DUNS number issued by Dun & Bradstreet to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) assigned in SAM.gov and will no longer use a third-party website to obtain their identifier. Entities are able to manage organizational information, such as legal business name and physical address associated with a UEI, directly from SAM.gov.

What does this mean for a Sub Recipient?

No action is required if you have an existing and active registration in SAM.gov. If you are registered in SAM.gov, your UEI has already been assigned and is viewable in your SAM.gov account. Your UEI is located below the DUNS number on your entity registration record. Please ensure your legacy DUNS number is accessible in a recipient's records for historical reference where needed, as the DUNS number will no longer be visible to users in SAM.gov after April 4.

New SAM.gov registrants will be assigned a UEI as part of their SAM registration. More information about the UEI transition is available through the U.S. General Services Administration's website . If you are a new applicant for federal funds, you must register in SAM and obtain a UEI beginning on April 4, 2022. You may continue using your DUNS number for applications submitted prior to that date. Beginning on April 4, you will be required to list your UEI in lieu of the DUNS number on all submissions.

Where can I get more information?

Questions about the conversion from DUNS to UEI should be directed to GSA. Information about the **UEI** transition can be found on GSA's webpage, here .

GENERAL INFORMATION

PUBLIC DISCLOSURE AND PUBLIC RECORDS ACT

Materials submitted in response to this competitive process shall become the property of the City.
All applications received are subject to the Public Records Act as defined in RCW 42.17.250 to 42.17.340, "Public Records."
Any information in the application that the applicant desires to claim as proprietary and exempt from disclosure under
The City will consider an applicant'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 application, it will not be made available until the affected applicant has been given an opportunity to seek a court injunction against the requested disclosure. All requests for information should be directed to the Director of CHHS.

REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be posted on the Community, Housing and Human Services Department website, www.my.spokanecity.org/CHHS. Applicants are encouraged to monitor the website for any changes and/or notifications. The City also reserves the right to cancel or to reissue the RFP in whole or in part, prior to final award of a contract.

RESPONSIVENESS

All applications will be reviewed by the RFP Coordinator or designee to determine compliance with administrative requirements and instructions specified in this RFP. The applicant is specifically notified that failure to comply with any part of the RFP may result in rejection of the application as non-responsive.
The City reserves the right at its sole discretion to waive minor administrative irregularities.

SERVICE-DISABLED VETERAN, MINORITY, & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its RFPs by firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Applicants may contact OMWBE at 360/753-9693 to obtain information on certified firms. The City encourages participation in all of its RFPs by Service-Disabled Veteran-Owned businesses as certified by the SBA through the Veteran Small Business Certification (VetCert) Program.

MOST FAVORABLE TERMS

The City reserves the right to make an award without further discussion of the application submitted. Therefore, the application should be submitted initially on the most favorable terms which the Contractor can propose. There will be no best and final offer procedure. The City does reserve the right to contact an applicant for clarification of its application.

COSTS TO MAKE APPLICATION

The City will not be liable for any costs incurred by the Applicant in preparation of an application submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

NO OBLIGATION TO CONTRACT

This RFP does not obligate the City to contract for services specified herein.

REJECTION OF APPLICATIONS

The City reserves the right at its sole discretion to reject any and all Applications received without penalty and to not issue a contract or grant agreement as a result of this RFP.

CONTRACT TERMS

CITY OF SPOKANE BUSINESS LICENSE

Persons / firms doing business in the City or with the City must have a valid City of Spokane business license. Questions may be directed to the Taxes and Licenses Division at (509) 625-6070. This license will be requested prior to any contractual agreement being signed by both parties.

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 contracts resulting from this RFP 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.

ASSIGNMENT
Agency shall not assign, transfer, or subcontract its interest, in whole or in part, without the written consent of the authorizing official for the City of Spokane.

NON-WAIVER
No delay or waiver, by either party, to exercise any contractual right shall be considered as a waiver of such right or any other right.

SEVERABILITY
In the event any provision of a resulting contract should become invalid, the rest of the contract shall remain in full force and effect.

DISPUTES
Any contract resulting from this RFP shall be performed under the laws of Washington State. Any litigation to enforce said contract or any of its provisions shall be brought in Spokane County, Washington.

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 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.

LIABILITY
The applicant will be considered an independent contractor and the Agency, its officers, employees, agents or subcontractors shall not be considered to be employees or agents of the City. The Agency shall defend, indemnify and hold harmless the City from all loss, liability, damage, death or injury to any person or property arising from the performance or omission of the Agency, its agents or employees, arising directly or indirectly, as a consequence of this contract.

INTERNAL AUDITING CONTROL
The Agency shall establish and maintain a system of internal accounting control which compiles with applicable generally accepted accounting principles and governmental accounting and financial reporting standards. A copy of the Agency's most recent audited financial statement shall be kept on file in the Community, Housing and Human Services Department. The City has the right to supervise and audit the finances of the Agency to ensure that actual expenditures remain consistent with the spirit and intent of any contract resulting from this RFP. The City of Spokane and/or its funding agencies and auditors may inspect and audit all records and other materials, and the Agency shall make such available upon request.

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. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mlowmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

EQUAL CREDIT OPPORTUNITY ACT INFORMATION: The federal Equal Credit Opportunity Act (ECOA), 15 U.S.C. 1691 et seq., prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Consumer Response Center, Federal Trade Commission, 600 Pennsylvania Ave, NW, Washington, D.C. 20580. For information regarding the ECOA, see http://www.justice.gov/crt/about/hce/housing_ecoa.php .

EQUAL HOUSING OPPORTUNITY INFORMATION: The City is pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the Nation. The City encourages and supports an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status, or national origin.

WASHINGTON LAW AGAINST DISCRIMINATION INFORMATION: We do business in accordance with the Washington Law Against Discrimination, RCW 49.60, which prohibits discrimination on the basis of race, color, creed, national origin, disability, HIV/Aids and Hepatitis C status, use of guide dog or service animal, sex, marital status, age (employment only), families with children (housing only), sexual orientation/gender identity, and honorably discharged veteran or military status.

APPEAL PROCESS

CHHS has established a Request for Proposal ("RFP") Appeal Process.

Applicants will be notified as to the status of their application via an "Application Status" email sent to the email addresses provided for the contacts listed in the application.

Applicants must request a debrief conference with a member of the selection committee prior to submitting an appeal for consideration. The request for a debrief must be received within three (3) business days after the "Application Status" email is sent to the Applicant.

Send requests for a debrief session to any of the following:

- **Email**: chhsrfp@spokanecity.org
- **Mail**:
  ATTN: CHHS Operations Manager
  Spokane City Hall, 6th Floor
  808 W. Spokane Falls Blvd
  Spokane, WA, 99201
- **Phone**: 509-625-6009

Discussion at the debriefing conference is strictly limited to the following:

- Evaluation and scoring of that Applicant's Application.
- Any written comments from evaluators related to that Applicant.
- Review of Applicant's final score in comparison with the other final scores. This information is publicly posted.

Comparisons between Applications or evaluations of the other Applications is not allowed.

The selection committee member will not discuss any items other than the three bullet points above. Debriefing conferences may be conducted on the telephone or by other electronic means and will be scheduled for a maximum of thirty (30) minutes. Inappropriate or hostile behavior will result in the termination of the debriefing session.

Appeals may be filed only by Applicants who submitted a response to this RFP and who have participated in a debriefing conference.

Upon completing the debriefing conference, the Applicant is allowed five (5) business days to submit a written appeal to the CHHS Operations Manager. Written appeals must be received no later than 5:00 pm Pacific time on the fifth business day following the debriefing. The written appeal should be addressed to the CHHS Operations Manager, signed by the applicant, and submitted in one of the following ways:

Email: chhsrfp@spokanecity.org
Subject line should clearly state "APPEAL of RFP Funding Decision"

Mail:

ATTN: CHHS Director
Spokane City Hall, 6th Floor
808 W. Spokane Falls Blvd
Spokane, WA, 99201

The appeal must identify the RFP, the grounds for the appeal from the list below with specific facts, and complete statements of the action(s) being appealed. A description of the relief or corrective action being requested should also be included.

Only appeals stipulating an issue of fact concerning the following subjects will be considered:

- A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in this RFP, CHHS, local, state, or federal policy.

Appeals will be dismissed as without merit if they address issues such as an evaluator's professional judgment on the quality of an application, or the City's assessment of its own and/or other agencies' needs or requirements.

Scores received are not a valid basis of appeal and will be dismissed as without merit unless included with facts supporting bias, discrimination, or conflict of interest on the part of an evaluator.

The written appeal will be reviewed by the CHHS Director. The CHHS Director is not involved in the award process. The CHHS Director will consider the record along with all available facts and issue a final decision within ten (10) business days of receiving the appeal.

The final determination of the appeal shall:

- Find the protest lacking in merit and uphold the selection committee's action; or
- Find only technical or harmless errors in the selection committee's process and determine the selection committee to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the selection committee options which may include:
    - Correct the error(s) and re-evaluate all applications, or
    - Cancel this RFP and begin a new process, or
    - Make other findings and determine other courses of action as appropriate.

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/20/2025

Committee Agenda type: Discussion

Council Meeting Date: 11/10/2025

Date Rec'd	10/2/2025		
Clerk's File #	RES 2025-0093		
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 REINER HERSHAW AS DIRECTOR OF WATER &		

Agenda Wording

A resolution appointing Reiner Hershaw as the Director of Water & Hydroelectric Services.

Summary (Background)

Reiner Hershaw was selected for appointment to the position by Mayor Lisa Brown and is being presented for confirmation to the Director of Water & Hydroelectric Services.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

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

Narrative

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	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
mfeist@spokanecity.org	caveryt@spokanecity.org
eschoedel@spokanecity.org	mpiccolo@spokanecity.org
rhulvey@spokanecity.org	mmarroquin@spokanecity.org

RESOLUTION 2025-0093

A Resolution approving the appointment of Reiner Hershaw as Director of Water & Hydroelectric Services 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 Reiner Hershaw as Director of Water & Hydroelectric Services 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 Reiner Hershaw as Director of Water & Hydroelectric Services.

PASSED BY THE CITY COUNCIL ON _____, 2025

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/20/2025

Committee Agenda type: Discussion

Council Meeting Date: 11/10/2025

Date Rec'd	10/14/2025
Clerk's File #	RES 2025-0094
Cross Ref #	C34171 C36777
Project #	
Bid #	
Requisition #	

Submitting Dept	PUBLIC WORKS
Contact Name/Phone	CHRIS AVERYT 509-6256540
Contact E-Mail	CAVERYT@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	RESOLUTION AMENDING WATER FEE & COST SCHEDULE

Agenda Wording

A resolution amending the City of Spokane Water and Hydroelectric Department - Fee & Cost Schedule and setting an effective date.

Summary (Background)

The City has adopted the Public Rule and Procedure regarding the Water and Hydroelectric Department Fee and Cost Schedule, periodically it is required to update the Fee and Cost Schedule. These fees and costs are intended to cover the costs of administration of the Water & Hydroelectric Department, including but not limited to, costs, associated with permits, tap and meter connections, monitoring, inspections, sampling, analysis, publication, processing, and violation remediation. The ordinance will amend the following sections of Chapter 13.04: amending SMC sections 13.04.2002, 13.04.2004, 13.04.2005, 13.04.2010, 13.04.2012, 13.04.2014, 13.04.2025, 13.04.0604, 13.04.0606, 13.04.080, 13.04.0802, 13.04.0808, 13.04.0816, 13.04.0822, 13.04.090, 13.04.1008, 13.04.1506, 13.04.170, 13.04.1914, 13.04.1918, 13.04.1925, 13.04.2017, 13.04.2024, 13.04.2026, 13.04.2030, 13.04.2042, 13.04.2044, and 13.04.300; and repealing SMC sections 13.04.2006, 13.04.2008; and 13.04.2018.

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all citizens and business. 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?

The City anticipates annual review and updates to all fees for reimbursement. However, in the event an annual update is not needed, all fees set out in the latest Appendix A shall remain in full effect until modified or amended via the Public Rule process.

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	FEIST, MARLENE		
Division Director	FEIST, MARLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
mfeist@spokanecity.org	caveryt@spokanecity.org
eschoedel@spokanecity.org	mmarroquin@spokanecity.org
rhulvey@spokanecity.org	

Spokane City Clerk No. RES 2025-0094

RESOLUTION

A resolution regarding amendment to the City of Spokane Water and Hydroelectric Department – Fee & Cost Schedule.

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 Rates and Regulations to be established by Public Rule and

WHEREAS, the City has adopted the Public Rule and Procedure Regarding the Water and Hydroelectric Department Fee and Cost Schedule, periodically it is required to update the Fee and Cost Schedule; and

WHEREAS, the Water Department periodically reviews the Fee and Cost Schedule to accommodate the actual costs of administration and equipment of the Water and Hydroelectric Department and find the Public Rule is in need of update; and

WHEREAS, the revised Water and Hydroelectric Department - Fee & Cost Schedule Public Rule is 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 amendment of the PUBLIC RULE AND PROCEDURE REGARDING THE WATER AND HYDROELECTRIC DEPARTMENT – FEE AND COST SCHEDULE, as contained in Attachment “A”.

ADOPTED by City Council this ____ day of _____ 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

CITY OF SPOKANE
PUBLIC RULE
DEPARTMENT POLICY AND PROCEDURE

CITY OF SPOKANE WATER AND HYDROELECTRIC DEPARTMENT PUBLIC RULE AND PROCEDURE	RULE 4100-20-02 LGL 2025- RES 2025-
TITLE: WATER AND HYDROELECTRIC DEPARTMENT – **UPDATE FEE SCHEDULE** EFFECTIVE DATE: JANUARY 1, 2020 REVISION DATE: June 1, 2022; January 1, 2024; January 1, 2025, January 1, 2026	

1.0 GENERAL

1.1 The City of Spokane Water and Hydroelectric Department established the following public rule, policy, procedures, and fee schedule.

The Public Rule relates to the charges of fees and costs for various services related to the Water and Hydroelectric Department from the City of Spokane.

The administrative fees and costs schedule can be found onsite at Water and Hydroelectric Department located at: 914 East North Foothills Drive, Spokane, Washington 99207.

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 public rule and policy shall apply to the City of Spokane Water and Hydroelectric Department, the City of Spokane Utilities Billing Department, and the City of Spokane Accounting Department.

3.0 REFERENCES

Spokane Municipal Code (SMC) Chapter 13.04
Chapter 246-290 WAC – Group A Public Water Systems
Chapter 246-293 WAC – Water System Coordination Act
Chapter 70A.120 RCW – Public Water Supply System
City of Spokane Public Rule 4100-20-01, Water Hydrant Usage Policy and Fees dated June 25, 2020.

4.0 DEFINITIONS

4.1 See SMC 13.04.0816 & Chapter 13.04 SMC

5.0 POLICY

5.1 It is the policy of the City of Spokane to adopt fees for reimbursement of costs for administering the City's Water and Hydroelectric Department programs in compliance with Department of Health regulations.

5.2 The City anticipates annual review and updates to all fees for reimbursement. However, in the event an annual update is not needed, all fees set out in the latest Appendix A shall remain in full effect until modified or amended via the Public Rule process.

6.0 PROCEDURE

6.1 The Water & Hydroelectric Department fees and costs for various services related to the Water and Hydroelectric programs and services of the City of Spokane.

6.2 These fees and costs are intended to over the costs of administration of the Water and Hydroelectric Department, including but not limited to, costs associated with permits, tap and meter connections, monitoring, inspections, sampling, analysis, publication, processing, and violation remediation.

6.3 Current Fees and Charges:

- 6.3.1 Meter Fees and Tap Fees are charged as stated in Appendix A, attached.
- 6.3.2 Return Inspection Fees and Reschedule Fees are charged based on actual charges for the number of hours spent and level of work performed.
- 6.3.3 Administrative Appeal: Two hundred fifty dollars ($250.00).
- 6.3.4 Publication of significant non-compliance notice: Costs are billed, and payable in advance.

6.3.5 Monitoring, inspection, surveillance, sampling fees: Costs are determined and billed by the Director.
6.3.6 Processing fee for NSF checks: As set by City Treasurer.
6.3.7 Administrative Penalty: Five hundred dollars ($500.00)
6.3.8 Any other review or approval by the Director not otherwise specified above: Hourly basis based on staff time.

7.0 RESPONSIBILITIES

The Water and Hydroelectric Department through the City's Utilities Billing Department, and Accounting Department shall administer this Public Rule and Policy. Unpaid charges, fines, and penalties shall, after thirty calendar days (30), be assessed an additional penalty of one percent (1.00%) of the unpaid balance per month.

8.0 APPENDICES

8.1 Appendix A – Meter Fees and Tap Fees for 2026

APPROVED BY:

_____	_____
City Administrator	Date
_____	_____
Division or Department Director	Date
_____	_____
Assistant City Attorney	Date

APPENDIX A

((~~*2025*~~)) 2026 *METER FEES & TAP FEES**

METER FEES	FEE DOLLAR AMOUNT
Type: Hydrant Flow Test	((~~$1,124.19~~)) $1,307.02
Type: After Hours Fee	((~~$1,334.63~~)) $1,631.54
Type: Meter Test Fee	((~~$653.11~~)) $778.79
((~~2" Fire Meter W/ DCDVA~~))	((~~$3,988.10~~))
Type: Utility Offset (based on 8")	((~~$3,186.21~~)) $3,360.65
Type: 2" Fire Meter W/0 DCDVA	((~~$2,906.34~~)) $2,051.26
((~~Type: 3" Meter- Domestic W/ DCVA~~))	((~~$8,870.90~~))
Type: 3" Meter - Domestic W/0 DCVA	((~~$7,522.59~~)) $6,438.17
Type: 3” Domestic Only	$6,942.63
((~~Type: 4" Meter - Domestic W/ DCVA~~))	((~~$10,367.13~~))
((~~Type: 4" Meter - Domestic W/0 DCVA~~))	((~~$10,033.06~~))
((~~Type: 6" Meter - Domestic W/ DCVA~~))	((~~$15,882.72~~))
((~~Type: 6" Meter- Domestic W/0 DCVA~~))	((~~$13,428.63~~))
Type: 6” Meter-Domestic Only	$10,915.29
((~~Type: 3" Meter- Irrigation W/ DCVA~~))	((~~$7,803.85~~))
((~~Type: 3" Meter- Irrigation W/0 DCVA~~))	((~~$6,455.54~~))
((~~Type: 4" Meter - Irrigation W/ DCVA~~))	((~~$8,921.55~~))
((~~Type: 4" Meter - Irrigation W/0 DCVA~~))	((~~$7,803.18~~))
((~~Type: 6" Meter- Irrigation W/ DCVA~~))	((~~$13,131.79~~))
((~~Type: 6" Meter - Irrigation W/0 DCVA~~))	((~~$11,545.96~~))
((~~Type: 4" Meter - Domestic/Fire W/ DCVA~~))	((~~$10,027.96~~))

((~~Type: 4" Meter - Domestic/Fire W/0 DCVA~~))	((~~$8,371.29~~))
((~~Type: 6" Meter - Domestic/Fire W/ DCVA~~))	((~~$12,649.39~~))
((~~Type: 6" Meter - Domestic/Fire W/0 DCVA~~))	((~~$10,065.16~~))
((~~Type: 8" Meter - Domestic/Fire W/ DCVA~~))	((~~$23,185.35~~))
((~~Type: 8" Meter - Domestic/Fire W/0 DCVA~~))	((~~$19,723.58~~))
((~~Type: 10" Meter - Domestic/Fire W/ DCVA~~))	((~~$28,749.48~~))
((~~Type: 10" Meter - Domestic/Fire W/0 DCVA~~))	((~~$24,864.12~~))
((~~Type: 4" Meter- Fire W/ DCVA~~))	((~~$9,608.95~~))
((~~Type: 6" Meter- Fire W/ DCVA~~))	((~~$12,440.09~~))
((~~Type: 8" Meter- Fire W/ DCVA~~))	((~~$18,939.21~~))
((~~Type: 10" Meter - Fire W/ DCVA~~))	((~~$22,494.52~~))
Type: 4" Meter- Fire W/0 DCVA	((~~$7,641.79~~)) $7,214.36
Type: 4” Domestic Only	$8,044.51
Type: 6" Meter- Fire W/0 DCVA	((~~$9,304.04~~)) $9,341.78
Type: 8" Meter-Fire W/0 DCVA	((~~$14,819.15~~)) $12,584.69
Type: 8” Domestic Only	$14,591.00
Type: 10" Meter - Fire W/0 DCVA	((~~$18,119.71~~)) $18,232.10
Type: 10” Domestic Only	$19,293.22
Type: 5/8” Meter – Domestic or Irrigation In PVC Box	((~~$2,465.81~~)) $2,604.06
Type: 5/8” Meter – Domestic or Irrigation In Concrete Box	((~~$3,037.49~~)) $3,052.39
Type: 5/8” Meter – Domestic or Irrigation In Building or Vault	((~~$1,013.00~~)) $1,108.29
((~~Type: 5/8” Meter – Domestic or Irrigation In Vault~~))	((~~$1,036.25~~))
Type: 3/4" Meter- Domestic or Irrigation In PVC Box	((~~$2,523.61~~)) $2,718.11
Type: 3/4" Meter- Domestic or Irrigation In Concrete Box	((~~$3,095.29~~)) $3,370.26

Type: 3/4" Meter- Domestic or Irrigation In Building or Vault	((~~$1,070.80~~)) $1,170.92
((~~Type: 3/4" Meter – Domestic or Irrigation In Vault~~))	((~~$1,094.05~~))
Type: 1" Meter - Domestic or Irrigation In PVC Box	((~~$2,561.92~~)) $2,599.72
Type: l" Meter - Domestic or Irrigation In Concrete Box	((~~$3,181.89~~)) $3,456.93
Type: 1" Meter - Domestic or Irrigation In Building or Vault	((~~$1,363.49~~)) $1,725.71
((~~Type: 1" Meter - Domestic or Irrigation In Vault~~))	((~~$1,498.33~~))
Type: 1 1/2" Meter - Irrigation	((~~$2,960.37~~)) $3,412.58
Type: 1 1/2" Meter - Domestic	((~~$2,817.64~~)) $3,259.22
Type: 2" Meter- Irrigation	((~~$2,994.52~~)) $3,405.41
Type: 2" Meter - Domestic	((~~$2,982.49~~)) $3,352.95
Type: Upsize to 3/4" Meter	((~~$533.29~~)) $600.02
Type: Upsize to l" Meter	((~~$824.67~~)) $891.63
Type: Valve Replacement	((~~$420.75~~)) $442.88
Type: Frozen 5/8" Meter	((~~$398.84~~)) $448.47
Type: Frozen 3/4" Meter	((~~$456.64~~)) $506.31
Type: Frozen 1" Meter	((~~$531.33~~)) $851.06
Type: Frozen 1 1/2" Meter	((~~$1,016.35~~)) $1,166.51
Type: Frozen 2" Meter	((~~$1,173.35~~)) $1,332.52
Type: Damaged Meter Remote Repair/Replace	((~~$489.48~~)) $563.12
Type: Meter Box Install PVC/Concrete	((~~$2,151.18~~)) $2,256.54
Type: Hydrant Lock Remove/Reinstall	((~~$724.66~~)) $1,176.32
Type: Blackflow Test	((~~$245.35~~)) $342.06
Type: Meter Appointment reschedule fee	((~~$81.98~~)) $95.32

Tap Fees	**Fee Dollar Amount**
Type: 1" Tap	((~~$1,875.17~~)) $2,306.97
Type: 2" Tap	((~~$1,934.29~~)) $2,110.26
Type: 4" Tap	((~~$5,952.34~~)) $6,225.76
Type: 6" Tap	((~~$5,176.32~~)) $5,486.31
Type: 8" Tap	((~~$7,653.07~~)) $8,351.12
Type: 10" Tap	((~~$9,400.65~~)) $10,272.60
Type: 12" Tap	((~~$11,077.66~~)) $12,204.81
Type: Tap Inspection Only Fee	$161.63

Miscellaneous Fees	**Fee Dollar Amount**
On Property Water Service Repair	((~~$163.56~~)) $206.94
Illegal Fire Hydrant Use Up to $1000 Per Day	$1000.00
Unauthorized Fire Line Use up to $1000 per day	$1000.00
Hydrant (Cage) Permit Annual Deposit Proof of Insurance Deduction Lost, Damaged Destroyed Replace Up to; Failure to Return by February 1st, forfeit deposit	$550.00 $1,500.00 -$1,500.00 $3,626.00
Chlorination 3,000’ or less	((~~$612.61~~)) $698.39
Re-Inspection	((~~$163.56~~)) $206.94
New Hydrant Install	((~~$10,956.19~~)) $10,097.92
Water Main Tie In	((~~$1,143.17~~)) $1,326.01
New Install Rescheduling	((~~$410.30~~)) $501.59
Type: ¾” to 5/8” Meter downsize (ADU)	((~~$802.52~~)) $897.13
Type: 1” to ¾” Meter downsize (ADU)	((~~$860.29~~)) $943.04

Updated and revised October 2025

***** In the event an annual update does not occur, all fees set out in the latest Appendix A shall remain in full effect until modified or amended.

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/20/2025

Committee Agenda type: Discussion

Council Meeting Date: 11/10/2025

Date Rec'd	10/15/2025
Clerk's File #	RES 2025-0095
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	ANDRES 625-6821
Contact E-Mail	AGRAGEDA@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Council Sponsor(s)	SLAMBDIN PDILLON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	RESOLUTION REGARDING HOSTING OF COMMUNITY DAYS

Agenda Wording

A Resolution committing the City Council to regularly hosting Community Days and develop an engagement strategy.

Summary (Background)

Council wishes to increase the frequency of community engagement events, including Community Days, and would like to develop an engagement strategy.

What impacts would the proposal have on historically excluded communities?

Historically excluded communities are less likely to engage in civics. Local government should make an effort to reach those who don't normally engage with legislative or administrative processes.

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?

Council can keep track of how many engagement events are held, how many people participate and what City departments participate.

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

The Local Governance and Citizenship chapter of the Comprehensive Plan states "Employ a variety of techniques and venues to ensure a broad representation of the citizenry in planning activities.

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?

A goal in that chapter is to encourage citizens to become engaged in public process opportunities, as well as to encourage the development of responsible citizenship and a knowledge of civics.

Council Subcommittee Review

This resolution was presented to the Equity Subcommittee, which was supportive and is itself looking for ways to increase civic engagement.

Fiscal Impact	
Approved in Current Year Budget?	NO
Total Cost	**$** 652.80
Current Year Cost	**$**
Subsequent Year(s) Cost	**$** 652.80

Narrative

The parking spots directly surrounding City Hall cost $1.70 an hour. If we reserve the 16 spots for two hours once a month, that comes to $652.80 in lost revenue a year. (1.7x2)16x12=652.8

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	Recurring

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

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	PICCOLO, MIKE		
For the Mayor			

Distribution List	

RES 2025-0095 Sponsor Substitution 10-22-2025

RESOLUTION NO. 2025-0095

A Resolution committing the City Council to regularly hosting Community Days and develop an engagement strategy.

WHEREAS, one of the fundamental duties of the Spokane City Council is to be available to and engage with as many constituents as possible; and

WHEREAS, it is the goal of the Council to reach constituents who might not normally engage with the civic process because of a lack of knowledge, intimidation, fear or apathy; and

WHEREAS, the Council has been hosting Community Days since 2023 to promote civic engagement, particularly from underrepresented communities; and

WHEREAS, the Community Days have served to highlight community members, organizations and businesses advancing equity in the community; and

WHEREAS, so far, the Council has hosted Community Days to recognize Asian American Heritage Month, Pride Month, Hispanic Heritage Month, Haitian Independence Day and many more cultural celebrations; and

WHEREAS, these celebrations have helped Council understand the needs of these communities and the diversity of services that are being provided by local organizations that are earning the trust of historically excluded community members; and

WHEREAS, the Council wishes to expand the scope of the Community Days by increasing their frequency, allowing for more opportunities to invite as many groups and businesses as possible; and

WHEREAS, The Council encourages community members to engage in Community Days to learn from each other, expand perspectives and build stronger community relationships; and

WHEREAS, the Council wishes to hear from community members on specific topics such as the budget, housing, policing, etc; and

WHEREAS, while the need for these types of unifying events remains constant, they have become less frequent over time; and

WHEREAS, it is the intent of the Council to employ creative strategies to ensure that the needs of all Spokanites are heard and advocated for by their elected representatives; and

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council commits to working with the Equity Subcommittee, the Director of Communications and Community Engagement and other Council and administrative staff to develop an engagement strategy, part of whose responsibility it will be to plan and organize Community Days; and

BE IT ALSO RESOLVED that the Council commits to hosting at least seven Community Days a year to highlight a broad variety of groups and perspectives, including organizations, networks, community groups and businesses at City Hall and throughout the City; and

BE IT ALSO RESOLVED that Council Members and Council staff commit to being present at Community Days, and that Council requests that the Mayor direct City staff from various departments be present at community engagement events to educate the public on their roles and functions; and

BE IT ALSO RESOLVED that Council requests that the Mayor direct Parking and Code enforcement allow for free parking on Post Street and Spokane Falls Blvd for participants in Community Days from 5 p.m.-7 p.m., with the intention of exploring the viability of expanding this program to allow for free parking on Post Street and Spokane Falls Blvd during every Council legislative session.

Passed 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: 11/10/2025

Date Rec'd	10/10/2025		
Clerk's File #	RES 2025-0096		
Cross Ref #	ORD C36783		
Project #			
Submitting Dept	DEVELOPMENT SERVICES CENTER	**Bid #**	
Contact Name/Phone	ELDON BROWN 6305	**Requisition #**	
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 FOR THE EUCLID/COLUMBUS ALLEY		

Agenda Wording

Resolution to set the hearing for 12/15/25 for the vacation of the alley between Euclid Ave and vacated Cleveland Ave and between Nevada St. and vacated Columbus St.

Summary (Background)

Adjacent property owners have applied to vacate the subject street and City Staff has solicited comments from the various City Departments and franchised private utility companies.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

Amount		**Budget Account**
Revenue	**$** 33,750.40	**#** TBD
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

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

Expense Occurrence	One-Time

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

Selling the alley would generate $33,750.40 in revenue

Approvals		**Additional Approvals**	
Dept Head	PALMQUIST, TAMI		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	KAPAUN, MEGAN		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	ebrown@spokanecity.org
mnilsson@spokanecity.org	tpalmquist@spokanecity.org
edjohnson@spokanecity.org	akiehn@spokanecity.org
nzollinger@spokanecity.org	

R E S O L U T I O N 2025-0096

WHEREAS, on June 13, the Spokane City Council received a petition for the vacation of the alley between Euclid Ave and vacated Cleveland Ave and between Nevada St. and vacated Columbus 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 the alley between Euclid Ave and vacated Cleveland Ave and between Nevada St. and vacated Columbus 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 the alley between Euclid Ave and vacated Cleveland Ave and between Nevada St. and vacated Columbus 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 **December 15, 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

CITY OF SPOKANE

Right-of-way Description:
That portion of the alley between Columbus and Nevada, from Euclid to the center of Cleveland Ave

Legend

Proposed Vacation

THIS IS NOT A LEGAL DOCUMENT: The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Printed by: edjohnson Print date: 6/16/2025

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/20/2025

Committee Agenda type: Discussion

Council Meeting Date: 11/10/2025

Date Rec'd	10/17/2025		
Clerk's File #	RES 2025-0097		
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	MICHAEL 6257	**Requisition #**	
Contact E-Mail	MCATHCART@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	MCATHCART JBINGLE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	RESOLUTION PAUSING NEW HISTORIC DISTRICT DESIGNATIONS		

Agenda Wording

A resolution relating to the designation of historic districts, and proposing a pause on the designation of new districts.

Summary (Background)

A Resolution Pausing New Historic District Designations pending evaluation and reform of the process. This resolution relays the City Council's intention of pausing the adoption of new historic districts until the City of Spokane creates a plan with more precise framework and guidance on when and where historic districts may be appropriate in the city. Much of the resolution's language, direction, and intent is based on the feedback heard during Plan Commission deliberations.

What impacts would the proposal have on historically excluded communities?

This resolution seeks to mitigate unintended outcomes in reference to the designation of historic districts. A process with thoughtfulness and forward thinking systems could have a more positive outcome for our community with consideration for existing neighborhood challenges.

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?

Any relevant data would be available after benchmarks for data collection and timeframes are established during the process.

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

Relevant data would be guided by identified benchmarks and specified timeframes for data collection previously identified.

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

This item has not been presented to a subcommittee, however Plan Commission did engage in discussion around this topic.

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

Narrative

No identified costs at this time

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	PICCOLO, MIKE		
For the Mayor			

Distribution List

RESOLUTION NO 2025-0097

A resolution relating to the designation of historic districts, and proposing a pause on the designation of new districts.

WHEREAS, the City Council is considering the designation of the Cannon Hill Park Historic District concurrent with this resolution; and

WHEREAS, the Plan Commission deliberations relating to the designation of the Cannon Hill Park Historic District included significant concerns about the impact of historic districts on the housing market, socioeconomic opportunity, future growth, and equity; and

WHEREAS, the process for designating historic districts includes significant efforts on the part of residents and proponents; and

WHEREAS, City Council recognizes the valuable contribution of time and resources by residents and proponents in organizing to propose a historic district; and

WHEREAS, the process used for designating historic districts lacksclear checkpoints or approval mechanisms ensuring that such efforts appear on the officially adopted work plan, are reviewed and prioritized by the Plan Commission and City Council at the outset, or are authorized by any provision in code that would permit them to be advanced or expedited ahead of other priorities.

WHEREAS, the designation of a historic district includes inherent limitations on redevelopment and incremental growth in a limited area, suppressing the potential for neighborhoods to grow and adapt over time; and

WHEREAS, the efforts required are a natural barrier to residents who may seek designation of disadvantaged areas that could qualify for designation but where proponents lack the time and resources to pursue designation; and

WHEREAS, the City has not undertaken a comprehensive review of opportunities for the creation of historic districts in all parts of the City; and

WHEREAS, current City policy does not provide adequate guidance for prioritizing protection of some potential historic districts over others; and

WHEREAS, the current district adoption process lacks guidelines for how boundaries should be determined, leaving the potential for boundaries to be selected based on which properties have favorable views towards the district instead of consideration for contributions to the historic fabric of the City; and

WHEREAS, locations with significant historic fabric also tend to be located near opportunities for employment, education, public transportation, and other amenities, and where new growth could increase access to such amenities; -- Now, Therefore,

The City Council does hereby resolve the following:

That the City Council will not consider the designation of new historic districts until such time as a Historic Preservation Plan is adopted addressing the following concerns:

- A citywide identification and prioritization of potential historic districts;
- Consideration of socioeconomic inequities in the process for designating new districts;
- Analysis of market effects, including suppression of housing production due to protections placed by designation of a historic district;
- Clear guidance on selecting boundaries for historic districts based on rational identification of historic resources and reducing the possibility for strategic boundaries that avoid dissenting property owners or residents;
- Evaluation of potential reduction in access to employment, educational resources, and other opportunities as a result of limitations on development in historic districts;
- Investigation of strategies to minimize any potential negative impacts identified, such as stricter standards for identifying contributing structures, or quotas on contributing structures.
- Evaluation of property value effects for both contributing and non-contributing properties within and adjacent to proposed historic districts;
- Assessment of commercial impacts, including potential barriers to business investment, adaptive reuse, and modernization of existing commercial spaces;
- Consistency with and consideration within the city's land capacity analysis work and compatibility with infill development goals, and impacts to future growth.

ADOPTED by the City Council on _____

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

RES 2025-0097 (CATHCART AMENDMENT)(10/29/25)(CORRECTED)

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

RESOLUTION NO. 2025-0097

A resolution relating to the designation of historic districts; proposing that the designation of new districts be included as a Plan Commission work plan item prior to staff work or Plan Commission consideration; and providing key topics that should be covered in a citywide Historic Preservation Plan.

WHEREAS, the City Council is considering the designation of the Cannon Hill Park Historic District concurrent with this resolution; and

WHEREAS, the Plan Commission deliberations relating to the designation of the Cannon Hill Park Historic District included significant concerns about the impact of historic districts on the housing market, socioeconomic opportunity, future growth, and equity; and

WHEREAS, the City Council recognizes the importance and value of preserving historic places in Spokane, as provided in the Comprehensive Plan; and

WHEREAS, the City Council also recognizes an inherent tension between the protection of historic structures and the importance of allowing for redevelopment and new investment in all areas of the City; and

WHEREAS, the process for designating historic districts includes significant efforts on the part of residents and proponents; and

WHEREAS, City Council recognizes the valuable contribution of time and resources by residents and proponents in organizing to propose a historic district; and

WHEREAS, the process used for designating historic districts lacks clear checkpoints or approval mechanisms ensuring that such efforts appear on the officially adopted work plan, are reviewed and prioritized by the Plan Commission and City Council at the outset, or are authorized by any provision in code that would permit them to be advanced or expedited ahead of other priorities.

WHEREAS, the designation of a historic district includes inherent limitations on redevelopment and incremental growth in a limited area, suppressing the potential for neighborhoods to grow and adapt over time; and

WHEREAS, the efforts required are a natural barrier to residents who may seek designation of disadvantaged areas that could qualify for designation but where proponents lack the time and resources to pursue designation; and

WHEREAS, the City has not undertaken a comprehensive review of opportunities for the creation of historic districts in all parts of the City; and

WHEREAS, current City policy does not provide adequate guidance for prioritizing protection of some potential historic districts over others; and

WHEREAS, the current district adoption process lacks guidelines for how boundaries should be determined, leaving the potential for boundaries to be selected based on which properties have favorable views towards the district instead of consideration for contributions to the historic fabric of the City; and

WHEREAS, locations with significant historic fabric also tend to be located near opportunities for employment, education, public transportation, and other amenities, and where new growth could increase access to such amenities;

NOW, THEREFORE, BE IT RESOLVED by the Spokane City Council updates the Plan Commission workplan pursuant to SMC 04.12.080 to include the following as described and as reflected in the workplan attachment.

- Development of the "Garland Historic District"
- Development of a "long range Historic Preservation Plan" to guide future planning and City Council decision making before further historic district designations are brought forward . The Plan should addressing the following concerns:

    - A citywide identification and prioritization of potential historic districts;
    - Consideration of socioeconomic inequities in the process for designating new districts;
    - Identification of regulatory and financial barriers to historic preservation
    - Analysis of market effects, including potential suppression of housing production due to protections placed by designation of a historic district;
    - Clear guidance on selecting boundaries for historic districts based on rational identification of historic resources and reducing the possibility for strategic boundaries that avoid dissenting property owners or residents;
    - Evaluation of potential reduction in access to employment, educational resources, and other opportunities as a result of limitations on development in historic districts;
    - Investigation of strategies to minimize any potential negative impacts identified, such as stricter standards for identifying contributing structures, or quotas on contributing structures.
    - Evaluation of property value effects for both contributing and non-contributing properties within and adjacent to proposed historic districts;
    - Assessment of commercial impacts, including potential barriers to business investment, adaptive reuse, and modernization of existing commercial spaces;
    - Consistency with and consideration within the city's land capacity analysis work and compatibility with infill development goals, and impacts to future growth.

BE IT FINALLY RESOLVED by the Spokane City Council that advancement of any historic district be paused until adoption of a long range historic preservation plan, unless the proposed

historic district is first formally recognized and approved by the Spokane City Council in the Plan Commission work plan pursuant to SMC 04.12.080. Inclusion in the work plan should precede any major efforts on the part of City staff or residents in order for Council to help shape the process.

ADOPTED by the City Council on _____

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

ATTACHMENT A

Attachment A 2024-25 Plan Commission Work Program Priorities		
Project Name	**Start/Status**	**Plan Commission Review**
State-mandated development code and comp plan updates		
HB 1110 follow-up work	Q2-2024	Q3-2024
HB 1337 ADU updates	Q3-2024	Q4-2024
HB 1220 (see housing availability item in Comp Plan below)	N/A	N/A
HB 1293 Design standards updates	Q2-2024	2025
HB 1181 (see Climate Planning item in Comp Plan below)	N/A	N/A
SB 5290 Permit Review updates	Q1-2024	Q4-2024
Middle Housing code follow-up/cleanup	Q1-2024	Q3-2024
Residential design standards updates	Q2-2024	Q3-2024
Shoreline Master Program - Vegetation (Donna)	Q2-2024	Q3-2024
2026 Comprehensive Plan update		
Levels of service / Capital Facilities Planning	Q2-2024	2025
Study of housing availability at various income levels	Q2-2024	2025
Climate planning	In Progress	2025
Centers and Corridors (C&C work plan item below)	N/A	2025
Development of growth alternatives/EIS process	Q2-2024	2025
Paper Cuts	Ongoing	Ongoing
Review of PC Rules and Procedures, and composition of subcommittees	Q1-2024	Q2-2024
Bicycle route map updates and prioritization	In Progress	TBD
Pacific Avenue Greenway	In Progress	Q3-2024
Minimum Parking Requirements in Commercial Areas	In Progress	Q2-2024
Transportation Impact Fee updates	Q2-2024	Q3-2024
Subarea planning		
East Central	In Progress	2025
West Central	Q3-2024	2025
Hillyard	In Progress	Q3-2024
South Logan Implementation work	Q1-2024	Q3-2024
Manufactured Housing updates	TBD	TBD
Division Corridor T.O.D. Study (incl. North Town)	In Progress	TBD
Center and Corridors Policy and Code Evaluation		
C&C short term policy/code updates	In Progress	Q3-2023
C&C long term policy/code updates	In Progress	2025
Home-based occupation update	TBD	TBD
Expand legacy business rules to allow for expansion	TBD	TBD
Neighborhood mixed use	TBD	TBD
20 Year - Water Capital Facilities Element Update	In Progress	TBD
20 Year - Sewer Capital Facilities Element Update	TBD	TBD
Neighborhood Plans		
Minnehaha, Shiloh Hills, Balboa / S. Indian Trail, Latah/Hangman	TBD	TBD
Garland Historic District Development	TBD	TBD
Long Range Historic Preservation Plan Development	TBD	TBD
2024-25 Mandated / Annual Projects		
6-Year Transportation Program Update - Consistency Review	In Progress	Q3-2024

6-Year City-Wide Capital Program Update - Consistency Review	In Progress	Q3-2024
2024 Annual Comp Plan Amendments	In Progress	Q3-2024
2025 Annual Comp Plan Amendments	Expect suspension	Expect suspension
Notes:		
Spokane County Urban Growth Area Mandatory Review - 2025		
WA State Periodic Comprehensive Plan Update - June, 2026		
Next WA State Shoreline Program Update - June, 2030		

Agenda Sheet for City Council:

Committee: PIES **Date:** 08/18/2025

Committee Agenda type: Discussion

Council Meeting Date: 09/08/2025

Date Rec'd	8/14/2025
Clerk's File #	RES 2025-0071
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL		
Contact Name/Phone	JACKSON DEESE 625-6718		
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 APPROVING USE OF SAFE STREETS FUND FOR NEIGHBORHOOD		

Agenda Wording

A resolution approving the purchase of safe speeds signage for neighbors through the Safe Streets for All Fund

Summary (Background)

The Office of Neighborhood Services does regular community outreach with neighborhoods. Signs such as "Neighbors Drive 25" and "Kids and Pets at Play" signs are very popular in the neighborhoods of Spokane to remind drivers and neighbors to drive carefully when on local access streets. Pursuant to SMC Section 07.08.148, revenues from automatic traffic safety cameras are placed in the "Spokane Safe Streets for All Fund," to be used for safe streets measures. The Office of Neighborhood Services has developed new signage and would like approval to use Spokane Safe Streets for All funds to purchase the new signage.

What impacts would the proposal have on historically excluded communities?

Signage will be available to all residents through Office of Neighborhood Services

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. Signage is for neighborhood peace of mind.

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

Not applicable, but similar signage language, “Neighbors Drive 25,” were popular.

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?

Promotes and encourages safer driving on residential streets, and the use of funds for this purpose is consistent with the goals of the "Safe Streets for All" provisions in SMC.

Council Subcommittee Review

Not applicable

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$ 6,000
Current Year Cost	$
Subsequent Year(s) Cost	$ 0

Narrative

Under the $50,000 threshold for Council approval, but ONS would like Council support

Amount		Budget Account
Expense	$ 6,000	# 1380-24100-21700-53201-99999
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	One-Time

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

Approvals		Additional Approvals	
Dept Head			
Division Director			
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List

	nzollinger@spokanecity.org
hsweet@spokanecity.org	hhamlin@spokanecity.org
klouden@spokanecity.org	

RESOLUTION NO. 2025-0071

A resolution approving the purchase of safe speeds signage for neighbors through the Safe Streets for All Fund.

WHEREAS, the Office of Neighborhood Services does regular community outreach with neighborhoods; and

WHEREAS, signs such as “Neighbors Drive 25” and “Kids and Pets at Play” signs are very popular in the neighborhoods of Spokane to remind drivers and neighbors to drive carefully when on local access streets; and

WHEREAS, the Office of Neighborhood Services has developed new signage and would like approval to use Spokane Safe Streets for All funds to purchase the new signage.

THEREFORE BE IT RESOLVED, that the Spokane City Council authorizes the use of no more than $6,000 for the purpose of purchasing signage similar to as provided in Exhibits A, B, and C in partnership with the Office of Neighborhood Services.

ADOPTED by the City Council this ____ day of _____, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Exhibit A

Exhibit B

Exhibit C

SLOW
THE
FLOCK
DOWN
SAVE A LIFE.
FOLLOW
THE
SPEED
LIMIT
VISION
ZERO
city of
CINCINNATI
visionzerocincy.net

Amendment Purpose: Replaces exhibits previously included in the resolution with final sign designs.

Strike Exhibits A, B, and C and replace them with the following.

Exhibit A

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/15/2025

Committee Agenda type: Consent

Council Meeting Date: 10/06/2025

Date Rec'd	9/9/2025		
Clerk's File #	ORD C36762		
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)	MCATHCART KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	LEVEL 3 TELECOM OF WASHINGTON LLC FRANCHISE		

Agenda Wording

An ordinance granting a non-exclusive franchise to Level 3 Telecom of Washington, LLC to use the public right-of-way to provide noncable telecommunications service to the public.

Summary (Background)

Level 3 Telecom of Washington franchise is a renewal of an existing franchise agreement. Level 3 Telecom was purchased by Lumen and they will continue to operate the fiber system under the Level 3 telecom name. The fiber system has been fully built out and any disturbance to the public right of way will be for maintenance to the fiber system. The City will receive utility tax revenue from the franchise agreement. The City is not permitted to charge a franchise fee based on the Telecommunication act of 1996 and RCW. 35.21.860.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

Amount		**Budget Account**
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	SCHOEDEL, ELIZABETH		
Division Director			
Accounting Manager	KECK, KATHLEEN		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

	jtaylor@spokanecity.org
cengeland@spokanecity.org	mfeist@spokanecity.org
lmartinez@spokanecity.org	kbustos@spokanecity.org

LEVEL 3 TELECOM OF WASHINGTON LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Ordinance No. C-36762

An ordinance granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to Level 3 Telecom of Washington LLC., subject to certain conditions and duties as further provided.

THE CITY OF SPOKANE DOES ORDAIN:

Section 1. Definitions
Section 2. Parties, grant
Section 3. Limits on permission
Section 4. Effective Date, Term
Section 5. General provisions
Section 6. Plans; Locate, Relocate
Section 7. Grantee to restore affected areas
Section 8. Information, good engineering, inspections
Section 9. Limited access, no obstruction, accommodation
Section 10. Undergrounding
Section 11. Facilities for City Use
Section 12. Liability; No duty
Section 13. Insurance
Section 14. Taxes, fees
Section 15. Franchise administration
Section 16. Additional

Section 1. Definitions

"City" means the City of Spokane and its legal successors.

"Administering officer" is the designee of the Mayor who administers this Franchise.

"Cable television service" means the one-way transmission to subscribers of video programming and other programming service and subscriber interaction, if any, that is required for the selection or use of the video programming or other programming service.

"Facilities" means the equipment, fixtures and appurtenances necessary for Grantee to furnish and deliver telecommunications services as provided in the Franchise. It includes poles, antennas, transmitters, receivers, equipment boxes, backup power supplies, power transfer switches, electric meters, coxial cables, fiber optic cables, wires and conduits and related materials and equipment, but not above ground

pedestals or other special installations in the Public right-of-way absent written permission of the Administering officer.

"Municipal infrastructure" means the roadbed and road area, street and sidewalk paving, curbing, utility easements (unless there are relevant use, structure or other restrictions), associated drainage facilities, combined sewer tanks, bike paths and other construction or improvements pertaining to public travel. It further includes municipal water and sewer lines or other municipal utility facilities, as well as municipal traffic signal, street lighting and communications facilities in the right-of-way or other areas or easements open for municipal use. It further includes skywalks, street trees, plants, shrubs, lawn and other ornamental or beautification installations owned by the City in the right-of-way or other ways open for public travel or municipal use, and accepted for municipal management or control as such. The definition is intended to encompass any municipal physical plant, fixtures, appurtenances or other facilities located in or near the right-of-way or areas or easements opened and accepted for municipal use.

"Public right-of-way" or “right-of-way” means land acquired by or dedicated to the City for public roads and streets, but does not include state highways; land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public; structures, including poles and conduits, located within the right-of-way; federally granted trust lands or forest board trust lands; lands owned or managed by the state parks and recreation commission; or federally granted railroad rights-of-way acquired under 43 U.S.C. 912 and related provisions of federal law that are not open for motor vehicle use.

“Telecommunications service” means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public. For the purpose of this definition, "information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols. For purposes of this definition, “telecommunications service” excludes the over-the-air transmission of broadcast television or broadcast radio signals and “cable service” as defined in 42 USC 522 (5) or other distribution of multichannel video programming.

Section 2. Parties, grant

A. This is a Franchise agreement between the City of Spokane as Grantor, hereafter also "City", and Level 3 Telecom of Washington LLC., as Grantee, hereafter also "Grantee". Grantee is registered with the WUTC as a competitive telecommunications company and is a Washington limited liability company whose home office is 931 14TH Street, Denver, Colorado 80202. Any notice sent hereunder to Grantee shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

Level 3 Telecom of Washington LLC
931 14th Street

Denver, Colorado 80202

Email: Alexis.Cutler@lumen.com ,ROW-DF@lumen.com

Any contact necessary for effectuating this Franchise or any logistics hereunder shall be made to: Phone: (805) 719-6882; email: alexis.cutler@lumen.com, ROW-DF@lumen.com

Any notice sent hereunder to the City shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201
Attention: City Clerk's Office

With a copy to:
City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201
Attention: City Attorney's Office

B. In return for promises made and subject to the stipulations and conditions stated, the City grants to Grantee general permission to enter, use, and occupy (including, but not limited to, permission to relocate, install, operate, maintain, replace, relocate, excavate, repair, reinstall, restore and upgrade fiber optic cable, small cell devices) the Public right-of-way, to locate Facilities to provide telecommunications service to the public in the City of Spokane and/or to transport telecommunications services through the City and for no other purpose. This grant expressly does not include permission to use the Public right-of-way for cable service or cable television service. The grant is by way of general permission to occupy the right-of-way, and not in place of specific location permits. In accepting this Franchise, Grantee stipulates and agrees to the City's authority to issue and require the Franchise and stipulates and agrees to the other terms and conditions hereof.

Section 3. Limits on Permission

A. Should the City determine Grantee is using the Franchise beyond its purpose set forth in Section 2B above, or functioning as a cable operator or performing other business functions beyond the scope of permission extended in the Public right-of-way, the City reserves the right to cancel this Franchise and require Grantee to follow any applicable requirements to obtain a cable franchise or other franchise from the City.

B. Permission granted is in the nature of a quitclaim of any interest or authority the City has to make the grant, without warranty of authority by the City to the Grantee. It does not extend beyond the right-of-way, to areas such as buildings or private areas not

reserved for general utility access. Grantee is solely responsible to make its own arrangements for any access needed to such places. Permission granted is nonexclusive. Grantee stipulates that the City may grant similar permission to others, provided that any such use by others does not unreasonably interfere with Grantee's use and placement of its Facilities in any right-of-way. The City additionally reserves the right to engage in any lawful municipal function, whether or not including any line of business engaged in by Grantee.

C. The grant of permission from the City does not extend to municipal buildings or other municipally owned or leased structures or premises held in a proprietary or ownership capacity. For such locations, Grantee should make specific written lease arrangements directly with the municipal department controlling such building or other structure or area, all arrangements to be approved in accord with applicable requirements.

Section 4. Effective Date, Term

This Franchise is effective as of the effective date of the Ordinance ("Effective Date"); PROVIDED, that it shall not be effective unless and until the written acceptance of this ordinance by the Grantee, signed by its proper officers, shall be filed with the City Clerk within thirty (30) days of enactment. It expires at midnight ten (10) years thereafter. This does not affect the City's right to revoke the Franchise for cause, abandonment, or because of breach of any material promise, condition or stipulation stated herein.

Section 5. General Provisions

A. Grantee is and will remain in good standing as a limited liability company registered to do business in the State of Washington, and pay all taxes or fees applicable thereto. Grantee will maintain a public telephone number 24 hours a day, seven days a week for the City's access, personally staffed at least during normal business hours. The Grantee will notify the City within five business days if Grantee's contact information changes.

B. Grantee will coordinate its activities with other utilities and users of permitted areas to avoid unnecessary cutting, damage or disturbance to the Public right-of-way and other permitted areas, and to conduct its planning, design, installation, construction and repair operations to maximize the life and usefulness of the paving and municipal infrastructure. Grantee agrees that its uses in franchised areas are fully subordinate to Municipal infrastructure needs and uses, the general public travel and access uses and the public convenience, except as may be otherwise required by law. Grantee promises to minimize or avoid any hazard, danger or inconvenience to Municipal infrastructure needs and uses, public travel, and the public convenience.

C. Grantee will maintain membership with the Inland Empire Utility Coordinating Council (IEUCC) or other similar or successor organization designated to coordinate underground fixture locations and installations. Grantee is familiar with Ch.

19.122 RCW, Washington State's "Underground Utilities" statute. Grantee will familiarize itself with local procedures, custom and practice relating to the one-call locator service program and will see to it that its contractors or others working in the right-of-way on Grantee's behalf are similarly well informed.

Section 6. Plans; Locate, Relocate

A. Grantee's plans for construction or installation shall be submitted to the Administering officer as requested under such advance notification as the Administering officer may reasonably require, with a copy of such plans to the City's ITSD Director, Developer Service Director, City Engineer, and any other information requested by the City. Grantee promises that all its installations shall be placed in the standard location for buried telecommunications fiber cable not to be less than (30) thirty inches below the paved surface and as determined by local regulation, custom and practice in effect on the date that permits or authorizations are issued for the applicable Facilities, or as designated by the Administering officer. In the event that cable is needed to be installed above ground, all above ground pedestals or other above ground structures besides telephone poles and related guide wire supports are subject to separate review and approval by the Administering officer, in addition to other Franchise requirements. If the location of the Grantees facility is already occupied by City utilities the grantee is required to submit new plans showing the location that the Grantee will now be occupying. Grantee will not be considered to have breached the Franchise or acted in such a way as to terminate the Franchise if it reduces the amount of right-of-way occupied.

B. The City reserves the right to change, regrade, relocate, or vacate the Public right-of-way and/or skywalk over the right-of-way. If Grantee is required to relocate its cable, relocation costs incurred by Grantee will be reimbursed by the City and/or any other entity requiring the relocation or funding the project that is requiring the relocation, subject to the conditions set forth in Section 6. The City agrees to give Grantee preliminary notice of any such request ("initial notice date"). Grantee must submit design plans within sixty (60) days of an initial notice date, with relocation to be accomplished within one hundred and eighty (180) days of the initial notice date or thirty days of the City's final approval of Grantee's design plan, whichever is later. In addition, the City agrees to work with Grantee to give additional advance notice as may be reasonable under the circumstances or to extend additional time, considering the nature and size of the project and other factors. Upon expiration of the time limits specified, Grantee will relocate, remove, or reroute its Facilities, as ordered by the Administering officer. This provision prevails over others in the event of conflict or ambiguity. In case of emergency, the City will provide notice as soon as reasonably practicable, giving reasonable consideration also for Grantee's needs.

C. Under the provisions of RCW 35.99.060, the Administering officer may require Grantee to relocate it Facilities within the right-of-way, when reasonably necessary for construction, alteration, repair, or improvement of the right-of-way for purposes of

public welfare, health, or safety. The same terms and timelines as exists in Section 6(B) shall apply for the relocation contemplated in this Section 6(C).

D. Grantee shall complete the relocation by the date specified by the Administering officer, unless extended by said official after a showing by Grantee that the relocation cannot be completed by the date specified using best efforts and meeting safety and service requirements. As provided in RCW 35.99.60, Grantee may not seek reimbursement for its relocation expenses from the City except for City requested relocations:

1. Where Grantee has paid for the relocation cost of the same Facilities in the right-of-way at the request of the City within the past five years, Grantee's share of the cost of relocation will be paid by the City when the City is requesting the relocation;

2. Where aerial to underground relocation of authorized Facilities in the right-of-way is required by the City, where Grantee has any ownership share of the aerial supporting structures, the additional incremental cost of underground compared to aerial relocation, or as provided for in the approved tariff if less, will be paid by the City requiring relocation; and

3. Where the City requests relocation in the right-of-way solely for aesthetic purposes, unless otherwise agreed to by the parties.

4. The parties agree that “relocation” refers to a permanent movement of Facilities required of Grantee by the City, and not a temporary or incidental movement of Facilities, such as a raising of lines to accommodate house moving and the like, or other revisions Grantee would accomplish without regard to Municipal request.

E. As provided by RCW 35.99.060, where a project is primarily for private benefit, the private party or parties shall reimburse the cost of relocation in the same proportion to their contribution to the costs of the project. Grantee understands however that the City has no obligation to collect such reimbursement and enforcement of any such rights shall be solely by Grantee. Upon stipulation of all parties, the Administering officer may arbitrate any dispute referenced in this subsection E or refer the matter to the Hearings Examiner, provided, costs of the same as may be assessed by the City shall be borne by the participants. Grantee is not otherwise precluded from recovering costs associated with relocation, consistent with applicable state or federal law, where it does not directly or indirectly create additional liability or expense to the City.

F. The Administering officer may require the relocation, adjustment or securing of Facilities at Grantee's expense at any location in the event of an unforeseen emergency that creates an immediate threat to the public safety, health, or welfare.

Where the City determines to abandon or vacate any right-of-way or other permitted area, it is the Grantee's responsibility to resolve any question of Grantee's continued occupancy or use of such areas directly with the owner of such areas.

G. Grantee may be subject to SMC 17C.355A Wireless Communication Facilities. The Grantee is subject to all applicable zoning laws and requirements in effect on the date that the permits or authorizations are issued for the applicable Facilities, as permitted by law when installing Facilities in the Public right of way.

H. Grantee may be required to obtain a master lease agreement for attachment of telecommunications equipment or other facilities in the Public right of way.

I. The Grantor has the right to charge the Grantee site specific charges for placement of new facilities in the right of way and for the placement of wireless facilities or structures owned by the Grantor pursuant to RCW 35.21.860.

J. The Grantee will work with the City to provide access to conduit or other equipment the Grantee is placing in the public right of way when feasible.

Section 7. Grantee to Restore Affected Areas

Subject to Section 6 as it may apply, whenever Grantee damages or disturbs any location in or near the right-of-way or other permitted area, Grantee will promptly restore the same to original or better condition at its expense, as reasonably required by the Administering officer. Grantee will restore and patch all surfaces cut in accord with the City's generally applicable Pavement Cut Policy, on file with the Administering officer to maintain and preserve the useful life thereof. Any damage or disturbance to facilities, fixtures or equipment of the City or others shall be promptly repaired. Pavement restorations shall be maintained in good condition and repair by Grantee until such time as the area is resurfaced or reconstructed. If Grantee fails or delays for more than thirty (30) days after receipt of written notice from the City or the Administering officer in performing any obligation here or elsewhere in the Franchise following receipt of written notice of such failure or delay, the City may proceed to correct the problem and bill Grantee for the expense, upon such reasonable notice as determined by the Administering officer under the circumstances. Grantee will reimburse City within thirty (30) days following receipt of an invoice together with reasonably supporting documentation evidencing such expense.

Section 8. Information, Good engineering, Inspections

A. Grantee will supply information reasonably requested by the Administering officer such as installation inventory, location of existing or planned Facilities, maps, plans, operational data, and as-built drawings of Grantee's installations or other information reasonably related to Grantee's Facilities, unless the information is confidential and/or proprietary. The information shall be in format compatible with City operations. Grantee is responsible for defending any public record requests as it may desire.

B. Grantee property and Facilities shall be constructed, operated and maintained according to good engineering practice. In connection with the civil works of Grantee's system, such as trenching, paving, compaction and locations, Grantee promises to comply with the American Public Works Association Standard Specifications, the edition being that in current use by the City, together with the City Standard Plans and City's Supplemental Specifications thereto, all as now or hereafter amended, excluding existing non-conforming uses and other changes to the Specifications which do not apply to previously-constructed improvements and/or wireless communications facilities. Grantee promises its system shall comply with the applicable federal, state and local laws, and the National Electric Safety Code and Washington Electrical Construction Code, where applicable. Grantee will familiarize itself with the City of Spokane's Specifications and other right-of-way installation and location requirements, on file with the Administering officer and make reasonable effort to be familiar with updates or changes thereto.

Section 9. Limited Access, No Obstruction, Accommodation

A. The City reserves the right to limit or exclude Grantee's access to a specific route, Public right-of-way or other location when, in the reasonable judgment of the Administering officer, there is inadequate space, a pavement cutting moratorium, subject to the requirements of applicable law, unnecessary damage to public property, public expense, inconvenience, interference with City utilities, or for any other reasonable cause determined by the Administering officer, provided, it shall do so consistent with the Federal Telecommunications Act of 1996 and RCW 35.99.050 as applicable.

B. Grantee must raise any concerns under the aforementioned laws or other applicable laws which it believes limit the City's authority or Grantee's obligations to the City pertaining to this Franchise at the time such issue is first known or should have been reasonably known by Grantee.

C. Grantee will not interfere with Municipal infrastructure uses of the right-of-way or other permitted areas. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water facilities and ten (10) feet from above-ground City water facilities including sewer and storm water facilities unless modified in writing; PROVIDED, that for development in new areas, the City, together with Grantee and other utility purveyors or authorized users of the right-of-way, will develop and follow the Administering officer's reasonable determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this Franchise. Subject to Section 6, the City may require Grantee to make reasonable accommodation for public or third party needs in the construction of Grantee Facilities in the right-of-way as, in the reasonable judgment of the Administering officer, are necessary to preserve the condition of, or reduce the interference with, such right-of-way, and a reasonable apportionment of any expenses of any such accommodation; PROVIDED, that this Franchise creates no third party beneficial interests. Notwithstanding the foregoing, it remains the responsibility of the Grantee to anticipate and avoid conflicts with other right-of-way occupants or users, other utilities, franchisees, or permittees existing within the

right-of-way as of the date of this Ordinance. The City assumes no responsibility for such conflicts.

Section 10. Undergrounding

The City reserves the right to develop a general policy on undergrounding and to require Grantee's participation therein, in coordination the City's underground program for other utility service providers, as a condition of Grantee's new installation or major maintenance or restoration construction activities of overhead facilities under this Franchise. The purpose of this section is to recognize and preserve the City's control over uses of the Public right-of-way, consistent with the Municipal policy favoring undergrounding of overhead lines for aesthetic reasons.

Section 11. Facilities for City Use

A. Except as covered by mutual agreement, whenever Grantee constructs, relocates or places ducts or conduits in the Public right-of-way as part of the Facilities, Grantee will provide the City where technically feasible, judged by objective engineering standards, with additional duct or conduit and related structures necessary to access the conduit at its actual incremental out-of-pocket costs plus 10% to cover all internal costs. The parties agree to execute any documents needed to satisfy RCW 35.99.070 as it may apply. The City may review supporting third party billings to support incremental cost claims. Unless otherwise agreed, the City further agrees not to resell, lease, sublease, or grant an IRU or other right to use in any Grantee Facilities provided under this paragraph, or use such Facilities to provide communications services for hire, sale or resale, to the public or any third party which is not a governmental entity. All Facilities supplied shall be maintained to technical specifications.

B. The City is permitted to attach to aerial poles for aerial fiber cabling and required mounting hardware in situations where the existing pole agreements between Grantee and the other party would not be violated by the City's attachment use of the aerial pole.

C. Grantee agrees to notify the City ITSD Director, Developer Service Director, and City Engineer at least sixty (60) days prior to opening a trench or placing overhead lines at any location to allow the parties to implement paragraph B herein as those provisions may apply. As to all matters encompassed in this Section, the parties further agree to do anything required by law to maintain the effectiveness of such arrangements and to negotiate in good faith any matters not otherwise fully resolved. Each party acknowledges receipt of good and adequate consideration for all matters encompassed in this Section.

Section 12. Liability; No duty

A. Grantee waives all claims, direct or indirect, for loss or liability, whether for property damage, bodily injury or otherwise, against the City arising out of Grantee's

enjoyment of Franchise or permit privileges. This waiver does not apply to negligent or intentional acts of the City outside a governmental or regulatory capacity, such as granting this franchise or permits. Except to the extent caused by the negligent or intentional acts of the City, Grantee will indemnify and hold the City, its boards, officers, agents and employees ("City") harmless from any and all third party claims, accidents, losses, or liabilities arising from or by reason of any intentional or negligent act, occurrence or omission of the Grantee, whether singularly or jointly with others, its representatives, permittees, employees or contractors, in the construction, operation, use, or maintenance of any of the Grantee's property or Facilities.

B. Grantee accepts that access to any franchised area is furnished "as is". The City has made no assessment or guarantee as to its suitability for Grantee needs or compatibility of Grantee uses with other needs. Grantee waives immunity under Title 51 RCW in any cases involving the City of Spokane relating solely to indemnity claims made by the City directly against Grantee for claims made against the City by Grantee's employees and affirms that the City and Grantee have specifically negotiated this provision, as required by RCW 4.24.115, to the extent it may apply. This waiver has been mutually negotiated.

C. It is not the intent of this Ordinance to acknowledge, create, or expand any duty or liability of the City for any purpose. Any City duty nonetheless deemed created shall be a duty to the general public and not to any specific party, group, or entity.

D. A Party's liability for any claim arising under or relating to this agreement shall be limited solely to direct damages and shall exclude any indirect, special, incidental or consequential damages.

Section 13. Insurance

A. Grantee shall furnish satisfactory evidence of commercial general liability insurance and maintain the same in good standing, with limits of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) general aggregate, with the City of Spokane included as an additional insured as their interest may appear under this Agreement.

B. Any Grantee insurance policy shall be primary and non-contributory with any insurance or program of self-insurance that may be maintained by the City. On or before June 1st of each year and at the time of granting this Franchise, as a condition of Franchise validity, Grantee shall file with the City Clerk, with copy to the City Risk Manager, proof of continued insurance coverage, in the amounts required in this Section, through a Certificate of Insurance, including the blanket additional insured endorsement indicating City coverage required herein

Section 14. Taxes, fees

A. No Franchise fee is assessed for telecommunications service providers in

accord with the prohibition of state law (RCW 35.21.860). If the prohibition of telecommunications service provider franchise fees is removed or modified to allow a franchise fee, the parties agree to negotiate this provision as a material term on which agreement is required for continuation of this franchise, PROVIDED, the City must give one hundred eighty (180) days' notice to invoke this provision and any franchise fee under it shall be prospective in nature.

B. Nothing in this Franchise shall otherwise limit the City's power to tax or recover any lawful expenses in connection with this Franchise. Grantee agrees to pay all taxes as due and any lawful expenses within ninety (90) days of billing pursuant to this Franchise. Failure to pay within ninety (90) days after demand by the City and exhaustion of any applicable remedies is a material breach of this Franchise.

Section 15. Franchise Administration

Questions of application or interpretation of this Franchise are determined by the Administering officer or a court of competent jurisdiction. Said officer may issue enforcement orders, upon due notice as deemed proper, promulgate rules and procedures as deemed necessary and grant exceptions, which shall be revocable. Nothing in the Franchise limits the City's police or regulatory power in general or over its right-of-way or other franchised areas. For the performance of all franchise obligations, time is of the essence. All City acts under this Franchise are discretionary guided by considerations of the public health, safety, esthetics and convenience.

Section 16. Additional

A. Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, with the prior written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed, provided, however, that Grantee may assign this Franchise of any of its rights under this Franchise or delegate any of its duties under this Franchise to (i) any entity that it controls, is under common control with or is controlled by or (ii) any entity that is the survivor of a merger, consolidation or other business combination or that acquires all or substantially all of the assets of Grantee. The City may not assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, without the prior written consent of Grantee. Any assignment or delegation in violation of this Section is null and void.

No capital stock may ever be issued based on any permission to use or occupy the right-of-way or other permitted areas or the value thereof. The City will provide written notice of any condemnation or annexation actions that would affect Grantee's rights. In any condemnation proceeding brought by the City, Grantee shall not be entitled to receive any return thereon, except for its value.

B. This Franchise may be revoked by the City Council by resolution because of any material breach, after giving at least thirty (30) days' written notice to Grantee and

opportunity to cure. Similarly, Grantee may elect to terminate this Franchise because of any material breach of the City's obligations, after giving at least thirty (30) days' written notice to the City and opportunity to cure. Except as otherwise provided for in this Franchise, and upon written notice, the defaulting party will have thirty (30) days to cure defaults under the terms of this Franchise. Neither party is in default of this Franchise if the party provided written notice commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. If any default exists after the applicable cure period, the non-defaulting party may, without prejudice to any other rights or remedies at law or in equity or under this Franchise, terminate this Franchise.

No forbearance by the City of any term or condition of this Franchise shall ever comprise a waiver or estoppel of the City's right to enforce said term or condition. Grantee may surrender its Franchise to the City upon sixty (60) days written notice to the Administering officer, subject to acceptance by the City, by a resolution of the City Council.

C. Upon termination, surrender or expiration of the Franchise, Grantee may be required to remove all its Facilities as ordered by the Administering officer or otherwise abandon the cable in place, first removing all electronics, if any, rendering the same safe. In the event removal is required, Grantee shall remove the Facilities within one hundred twenty (120) days of receipt of written notice from City. Grantee will have no further obligations under this Franchise.

D. Grantee understands that this Franchise applies to itself as well as all third-party users, assigns, successors or any other entity enjoying de facto Franchise privileges derived from permission extended to Grantee herein and Grantee shall assure that any contracts with such users, assigns, successors or entities so provide. Additionally, Grantee accepts full responsibility with said users, assigns, successors, or entities, jointly and severally, to the City for full performance of all Franchise obligations.

E. This Franchise is governed by the laws of the State of Washington, and venue for any litigation arising out of or in connection with privileges extended herein is stipulated to be in Spokane County.

F. (Force Majeure) Except as otherwise provided in this Franchise, neither party hereto will be in default under this Franchise if and to the extent that any failure or delay in a party's performance of one or more of its obligations hereunder, is caused by any of the following conditions, and such party's performance is excused and extended during the period of any such delay: act of God (such as, flood, back water caused by flood, tornado, earthquake, and unforeseeably severe weather); fire; government codes, ordinances, laws, rules, regulations or restrictions not in effect at the time of execution of this Franchise (collectively, "Regulations"); war or civil disorder; or vandalism, or any other events beyond the reasonable control of the party seeking relief under this Section, provided that the party claiming relief under this Section promptly notifies the other in writing of the existence of the event relied on and the cessation or termination

of the event. The party claiming relief under this Section must exercise reasonable efforts to minimize the time for any such delay.

Both parties hereto acknowledge that events under this Section may occur which are incapable of being cured to allow the parties to enjoy the full benefit of their rights under the Franchise. If a party is unable to conduct its business due to an event of force majeure as described in this Section, and the force majeure occurs and remains uncured after sixty (60) days, the party not claiming inability to perform under force majeure may, at its option, terminate this Franchise without further obligation.

G. (Authority to Sign) Each party hereto hereby represents and warrants to the other that the person or entity signing this Franchise on behalf of such party is duly authorized to execute and deliver this Franchise and to legally bind the party on whose behalf this Franchise is signed to all of the terms, covenants and conditions contained in this Franchise.

PASSED the City Council _____, 2025.

_____
M A Y O R

Attest: _____
City Clerk

Approved as to form:

_____
Assistant City Attorney

ACCEPTANCE OF CITY FRANCHISE

Ordinance No. _____, effective _____, 2025.

I, _____, am the _____ of Level 3 Telecom of Washington LLC and am an authorized representative to accept the above referenced City Franchise ordinance on behalf of Level 3 Telecom of Washington LLC.

I certify that this Franchise and all terms and conditions thereof are accepted without qualification or reservation.

DATED this _____ day of _____, 2025.

_____

Witness: _____

Agenda Sheet for City Council:

Committee: PIES **Date:** 09/15/2025

Committee Agenda type: Consent

Council Meeting Date: 10/06/2025

Date Rec'd	9/9/2025
Clerk's File #	ORD C36763
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY ATTORNEY
Contact Name/Phone	TIMOTHY 6218
Contact E-Mail	TSZAMBELAN@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	MCATHCART KKLITZKE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	FORGED FIBER 37 LLC FRANCHISE

Agenda Wording

An ordinance granting a non-exclusive franchise to Forged Fiber 37, LLC to use the public right-of-way to provide noncable telecommunications service to the public.

Summary (Background)

Forged Fiber 37 LLC of Washington is a part of AT&T corporation. They have recently purchased fiber from Lumen Corporation to enhance their wireless network to their customers. The fiber system that Forged Fiber 37 LLC has acquired has been fully built out and any disturbance to the public right of way will be minimal for maintenance to the fiber system. The City will receive utility tax revenue from the franchise agreement. The City is not permitted to charge a franchise fee based on the Telecommunication act of 1996 and RCW. 35.21.860.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

Amount		**Budget Account**
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	SCHOEDEL, ELIZABETH		
Division Director			
Accounting Manager	KECK, KATHLEEN		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

	jtaylor@spokanecity.org
cengeland@spokanecity.org	mfeist@spokanecity.org
lmartinez@spokanecity.org	kbustos@spokanecity.org

FORGED FIBER 37 LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Ordinance No. C-36763

An ordinance granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to Forged Fiber 37, LLC., a Delaware limited liability company, subject to certain conditions and duties as further provided.

THE CITY OF SPOKANE DOES ORDAIN:

Section 1. Definitions
Section 2. Parties, grant
Section 3. Limits on permission
Section 4. Effective Date, Term
Section 5. General provisions
Section 6. Plans; Locate, Relocate
Section 7. Grantee to restore affected areas
Section 8. Information, good engineering, inspections
Section 9. Limited access, no obstruction, accommodation
Section 10. Undergrounding
Section 11. Facilities for City Use
Section 12. Liability; No duty
Section 13. Insurance
Section 14. Taxes, fees
Section 15. Franchise administration
Section 16. Additional

Section 1. Definitions

"City" means the City of Spokane and its legal successors.

"Administering officer" is the designee of the Mayor who administers this Franchise.

"Cable television service" means the one-way transmission to subscribers of video programming and other programming service and subscriber interaction, if any, that is required for the selection or use of the video programming or other programming service.

"Facilities" means the equipment, fixtures and appurtenances necessary for Grantee to furnish and deliver telecommunications services as provided in the Franchise. It includes poles, antennas, transmitters, receivers, equipment boxes, backup power supplies, power transfer switches, electric meters, coxial cables, fiber optic cables, wires and conduits and related materials and equipment, but not above ground pedestals or other special installations in the Public right-of-way absent written permission of the Administering officer.

"Municipal infrastructure" means the road bed and road area, street and sidewalk paving, curbing, utility easements (unless there are relevant use, structure or other restrictions), associated drainage facilities, combined sewer tanks, bike paths and other construction or improvements pertaining to public travel. It further includes municipal water and sewer lines or other municipal utility facilities, as well as municipal traffic signal, street lighting and communications facilities in the right-of-way or other areas or easements open for municipal use. It further includes skywalks, street trees, plants, shrubs, lawn and other ornamental or beautification installations owned by the City in the right-of-way or other ways open for public travel or municipal use, and accepted for municipal management or control as such. The definition is intended to encompass any municipal physical plant, fixtures, appurtenances or other facilities located in or near the right-of-way or areas or easements opened and accepted for municipal use.

"Public right-of-way" or “right-of-way” means land acquired by or dedicated to the City for public roads and streets, but does not include state highways; land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public; structures, including poles and conduits, located within the right-of-way; federally granted trust lands or forest board trust lands; lands owned or managed by the state parks and recreation commission; or federally granted railroad rights-of-way acquired under 43 U.S.C. 912 and related provisions of federal law that are not open for motor vehicle use.

“Telecommunications service” means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public. For the purpose of this definition, "information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols. For purposes of this definition, “telecommunications service” excludes the over-the-air transmission of broadcast television or broadcast radio signals and “cable service” as defined in 42 USC 522 (5) or other distribution of multichannel video programming. For clarity and the avoidance of doubt, “telecommunications service” includes broadband Internet access service.

Section 2. Parties, grant

A. This is a Franchise agreement between the City of Spokane as Grantor, hereafter also "City", and Forged Fiber 37, LLC., as Grantee, hereafter also "Grantee". Grantee is a Delaware limited liability company whose home office is 208 South Akard Street. Dallas Texas 75202-4206. Any notice sent hereunder to Grantee shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

Forged Fiber 37, LLC.
AT&T Legal Department
208 South Akard Street
Dallas, Texas 75202-4206

With a copy to email: FF_Right_Of_Way@att.com

Any contact necessary for effectuating this Franchise or any logistics hereunder shall be made to: Robert Bass, AVP External Affairs, rb3794@att.com, Tel: (425) 786-8816.

Any notice sent hereunder to the City shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201
Attention: City Clerk's Office

With a copy to:
City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201
Attention: City Attorney's Office

B. In return for promises made and subject to the stipulations and conditions stated, the City grants to Grantee general permission to enter, use, and occupy (including, but not limited to, permission to relocate, install, operate, maintain, replace, relocate, excavate, repair, reinstall, restore and upgrade fiber optic cable, small cell devices) the Public right-of-way, to locate Facilities to provide telecommunications service to the public in the City of Spokane and/or to transport telecommunications services through the City and for no other purpose. This grant expressly does not include permission to use the Public right-of-way for cable service or cable television service. The grant is by way of general permission to occupy the right-of-way, and not in place of specific location permits. In accepting this Franchise, Grantee stipulates and agrees to the City's authority to issue and require the Franchise and stipulates and agrees to the other terms and conditions hereof.

Section 3. Limits on Permission

A. Should the City determine Grantee is using the Franchise beyond its purpose set forth in Section 2B above, or functioning as a cable operator or performing other business functions beyond the scope of permission extended in the Public right-of-way, the City reserves the right to cancel this Franchise and require Grantee to follow any applicable requirements to obtain a cable franchise or other franchise from the City.

B. Permission granted is in the nature of a quitclaim of any interest or authority the City has to make the grant, without warranty of authority by the City to the Grantee. It does not extend beyond the right-of-way, to areas such as buildings or private areas not reserved for general utility access. Grantee is solely responsible to make its own arrangements for any access needed to such places. Permission granted is nonexclusive. Grantee stipulates that the City may grant similar permission to others, provided that any such use by others does not unreasonably interfere with Grantee's use and placement of its Facilities in any right-of-way. The City additionally reserves the right to engage in any lawful

municipal function, whether or not including any line of business engaged in by Grantee.

C. The grant of permission from the City does not extend to municipal buildings or other municipally owned or leased structures or premises held in a proprietary or ownership capacity. For such locations, Grantee should make specific written lease arrangements directly with the municipal department controlling such building or other structure or area, all arrangements to be approved in accord with applicable requirements.

Section 4. Effective Date, Term

This Franchise is effective as of the effective date of the Ordinance ("Effective Date"); PROVIDED, that it shall not be effective unless and until the written acceptance of this ordinance by the Grantee, signed by its proper officers, shall be filed with the City Clerk within thirty (30) days of enactment. It expires at midnight ten (10) years thereafter. This does not affect the City's right to revoke the Franchise for cause, abandonment, or because of breach of any material promise, condition or stipulation stated herein.

Section 5. General Provisions

A. Grantee is and will remain in good standing as a limited liability company registered to do business in the State of Washington, and pay all taxes or fees applicable thereto. Grantee will maintain a public telephone number 24 hours a day, seven days a week for the City's access, personally staffed at least during normal business hours. The Grantee will notify the City within five business days if Grantee's contact information changes.

B. Grantee will coordinate its activities with other utilities and users of permitted areas to avoid unnecessary cutting, damage or disturbance to the Public right-of-way and other permitted areas, and to conduct its planning, design, installation, construction and repair operations to maximize the life and usefulness of the paving and Municipal infrastructure. Grantee agrees that its uses in Franchised areas are fully subordinate to Municipal infrastructure needs and uses, the general public travel and access uses and the public convenience, except as may be otherwise required by law. Grantee promises to minimize or avoid any hazard, danger or inconvenience to Municipal infrastructure needs and uses, public travel, and the public convenience.

C. Grantee will maintain membership with the Inland Empire Utility Coordinating Council (IEUCC) or other similar or successor organization designated to coordinate underground fixture locations and installations. Grantee is familiar with Ch. 19.122 RCW, Washington State's "Underground Utilities" statute. Grantee will familiarize itself with local procedures, custom and practice relating to the one-call locator service program, and will see to it that its contractors or others working in the right-of-way on Grantee's behalf are similarly well informed.

Section 6. Plans; Locate, Relocate

A. Grantee's plans for construction or installation shall be submitted to the Administering officer as requested under such advance notification as the Administering officer may reasonably require, with a copy of such plans to the City's ITSD Director, Developer Service Director, City Engineer, and any other information requested by the City. Grantee promises that all its installations shall be placed in the standard location for buried telecommunications fiber cable not to be less than (30) thirty inches below the paved surface and as determined by local regulation, custom and practice in effect on the date that permits or authorizations are issued for the applicable Facilities, or as designated by the Administering officer. In the event that cable is needed to be installed above ground, all above ground pedestals or other above ground structures besides telephone poles and related guide wire supports are subject to separate review and approval by the Administering officer, in addition to other Franchise requirements. If the location of the Grantees facility is already occupied by City utilities, the Grantee is required to submit new plans showing the location that the Grantee will now be occupying. Grantee will not be considered to have breached the Franchise or acted in such a way as to terminate the Franchise if it reduces the amount of right-of-way occupied.

B. The City reserves the right to change, regrade, relocate, or vacate the Public right-of-way and/or skywalk over the right-of-way. If Grantee is required to relocate its cable, relocation costs incurred by Grantee will be reimbursed by the City and/or any other entity requiring the relocation or funding the project that is requiring the relocation, subject to the conditions set forth in Section 6. The City agrees to give Grantee preliminary notice of any such request ("initial notice date"). Grantee must submit design plans within sixty (60) days of an initial notice date, with relocation to be accomplished within one hundred and eighty (180) days of the initial notice date or thirty days of the City's final approval of Grantee's design plan, whichever is later. In addition, the City agrees to work with Grantee to give additional advance notice as may be reasonable under the circumstances or to extend additional time, considering the nature and size of the project and other factors. Upon expiration of the time limits specified, Grantee will relocate, remove, or reroute its Facilities, as ordered by the Administering officer. This provision prevails over others in the event of conflict or ambiguity. In case of emergency, the City will provide notice as soon as reasonably practicable, giving reasonable consideration also for Grantee's needs.

C. Under the provisions of RCW 35.99.060, the Administering officer may require Grantee to relocate it Facilities within the right-of-way, when reasonably necessary for construction, alteration, repair, or improvement of the right-of-way for purposes of public welfare, health, or safety. The same terms and timelines as exists in Section 6(B) shall apply for the relocation contemplated in this Section 6(C).

D. Grantee shall complete the relocation by the date specified by the Administering officer, unless extended by said official after a showing by Grantee that the relocation cannot be completed by the date specified using best efforts and meeting safety and service requirements. As provided in RCW 35.99.60, Grantee may not seek reimbursement for its relocation expenses from the City except for City requested relocations:

1. Where Grantee has paid for the relocation cost of the same Facilities in the right-of-way at the request of the City within the past five years, Grantee's share of the cost of relocation will be paid by the City when the City is requesting the relocation;

2. Where aerial to underground relocation of authorized Facilities in the right-of-way is required by the City, where Grantee has any ownership share of the aerial supporting structures, the additional incremental cost of underground compared to aerial relocation, or as provided for in the approved tariff if less, will be paid by the City requiring relocation; and

3. Where the City requests relocation in the right-of-way solely for aesthetic purposes, unless otherwise agreed to by the parties.

4. The parties agree that "relocation" refers to a permanent movement of Facilities required of Grantee by the City, and not a temporary or incidental movement of Facilities, such as a raising of lines to accommodate house moving and the like, or other revisions Grantee would accomplish without regard to Municipal request.

E. As provided by RCW 35.99.060, where a project is primarily for private benefit, the private party or parties shall reimburse the cost of relocation in the same proportion to their contribution to the costs of the project. Grantee understands however that the City has no obligation to collect such reimbursement and enforcement of any such rights shall be solely by Grantee. Upon stipulation of all parties, the Administering officer may arbitrate any dispute referenced in this subsection E or refer the matter to the Hearings Examiner, provided, costs of the same as may be assessed by the City shall be borne by the participants. Grantee is not otherwise precluded from recovering costs associated with relocation, consistent with applicable state or federal law, where it does not directly or indirectly create additional liability or expense to the City.

F. The Administering officer may require the relocation, adjustment or securing of Facilities at Grantee's expense at any location in the event of an unforeseen emergency that creates an immediate threat to the public safety, health, or welfare. Where the City determines to abandon or vacate any right-of-way or other permitted area, it is the Grantee's responsibility to resolve any question of Grantee's continued occupancy or use of such areas directly with the owner of such areas.

G. Grantee may be subject to SMC 17C.355A Wireless Communication Facilities. The Grantee is subject to all applicable zoning laws and requirements in effect on the date that the permits or authorizations are issued for the applicable Facilities, as permitted by law when installing Facilities in the Public right of way.

H. Grantee may be required to obtain a master lease/permit agreement for attachment of telecommunications equipment or other facilities in the Public right of way.

I. The City has the right to charge the Grantee, if the Grantee is a service provider providing personal wireless services, site specific charges for placement of new personal wireless facilities in the right of way and for the placement of personal wireless facilities on structures owned by the Grantor pursuant to RCW 35.21.860.

J. The Grantee will work with the City to provide access to conduit or ductsthe Grantee is placing in the public right of way when feasible in accordance with RCW 35.99.070.

Section 7. Grantee to Restore Affected Areas

Subject to Section 6 as it may apply, whenever Grantee damages or disturbs any location in or near the right-of-way or other permitted area, Grantee will promptly restore the same to original or better condition at its expense, as reasonably required by the Administering officer. Grantee will restore and patch all surfaces cut in accord with the City's generally applicable Pavement Cut Policy, on file with the Administering officer to maintain and preserve the useful life thereof. Any damage or disturbance to facilities, fixtures or equipment of the City or others shall be promptly repaired. Pavement restorations shall be maintained in good condition and repair by Grantee until such time as the area is resurfaced or reconstructed. If Grantee fails or delays for more than thirty (30) days after receipt of written notice from the City or the Administering officer in performing any obligation here or elsewhere in the Franchise following receipt of written notice of such failure or delay, the City may proceed to correct the problem and bill Grantee for the expense, upon such reasonable notice as determined by the Administering officer under the circumstances. Grantee will reimburse City within thirty (30) days following receipt of an invoice together with reasonably supporting documentation evidencing such expense.

Section 8. Information, Good engineering, Inspections

A. Grantee will supply information reasonably requested by the Administering officer such as installation inventory, location of existing or planned Facilities, maps, plans, operational data, and as-built drawings of Grantee's installations or other information reasonably related to Grantee's Facilities, unless the information is confidential and/or proprietary. The information shall be in format compatible with City operations. Grantee is responsible for defending any public record requests as it may desire.

B. Grantee property and Facilities shall be constructed, operated and maintained according to good engineering practice. In connection with the civil works of Grantee's system, such as trenching, paving, compaction and locations, Grantee promises to comply with the American Public Works Association Standard Specifications, the edition being that in current use by the City, together with ~~the~~ City Standard Plans and City's Supplemental Specifications thereto, all as now or hereafter amended, excluding existing non-conforming

uses and other changes to the Specifications which do not apply to previously-constructed improvements and/or wireless communications facilities. Grantee promises its system shall comply with the applicable federal, state and local laws, and the National Electric Safety Code and Washington Electrical Construction Code, where applicable. Grantee will familiarize itself with the City of Spokane's Specifications and other right-of-way installation and location requirements, on file with the Administering officer and make reasonable effort to be familiar with updates or changes thereto.

Section 9. Limited Access, No Obstruction, Accommodation

A. The City reserves the right to limit or exclude Grantee's access to a specific route, Public right-of-way or other location when, in the reasonable judgment of the Administering officer, there is inadequate space, a pavement cutting moratorium, subject to the requirements of applicable law, unnecessary damage to public property, public expense, inconvenience, interference with City utilities, or for any other reasonable cause determined by the Administering officer, provided, it shall do so consistent with the Federal Telecommunications Act of 1996 and RCW 35.99.050 as applicable.

B. Grantee must raise any concerns under the aforementioned laws or other applicable laws which it believes limit the City's authority or Grantee's obligations to the City pertaining to this Franchise at the time such issue is first known or should have been reasonably known by Grantee.

C. Grantee will not interfere with Municipal infrastructure uses of the right-of-way or other permitted areas. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water facilities and ten (10) feet from above-ground City water facilities including sewer and storm water facilities unless modified in writing; PROVIDED, that for development in new areas, the City, together with Grantee and other utility purveyors or authorized users of the right-of-way, will develop and follow the Administering officer's reasonable determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this Franchise. Subject to Section 6, the City may require Grantee to make reasonable accommodation for public or third party needs in the construction of Grantee Facilities in the right-of-way as, in the reasonable judgment of the Administering officer, are necessary to preserve the condition of, or reduce the interference with, such right-of-way, and a reasonable apportionment of any expenses of any such accommodation; PROVIDED, that this Franchise creates no third party beneficial interests. Notwithstanding the foregoing, it remains the responsibility of the Grantee to anticipate and avoid conflicts with other right-of-way occupants or users, other utilities, franchisees, or permittees existing within the right-of-way as of the date of this Ordinance. The City assumes no responsibility for such conflicts.

Section 10. Undergrounding

The City reserves the right to develop a general policy on undergrounding and to require Grantee's participation therein, in coordination the City's underground program

for other utility service providers, as a condition of Grantee's new installation or major maintenance or restoration construction activities of overhead facilities under this Franchise. The purpose of this section is to recognize and preserve the City's control over uses of the Public right-of-way, consistent with the Municipal policy favoring undergrounding of overhead lines for aesthetic reasons.

Section 11. Facilities for City Use

A. Except as covered by mutual agreement, whenever Grantee constructs, relocates or places ducts or conduits in the Public right-of-way as part of the Facilities, Grantee will provide the City where technically feasible, judged by objective engineering standards, with additional duct or conduit and related structures necessary to access the conduit at its actual incremental out-of-pocket costs plus 10% to cover all internal costs. The parties agree to execute any documents needed to satisfy RCW 35.99.070 as it may apply. The City may review supporting third party billings to support incremental cost claims. Unless otherwise agreed, the City further agrees not to resell, lease, sublease, or grant an IRU or other right to use in any Grantee Facilities provided under this paragraph, or use such Facilities to provide communications services for hire, sale or resale, to the public or any third party which is not a governmental entity. All Facilities supplied shall be maintained to technical specifications.

B. The City is permitted to attach to aerial poles for aerial fiber cabling and required mounting hardware in situations where (i) the existing pole agreements between Grantee and the other party would not be violated by the City’s attachment use of the aerial pole, and (ii) Grantee and/or third party, as applicable, and City enter into a mutually agreeable and fully-executed pole attachment agreement.

C. Grantee agrees to notify the City ITSD Director, Developer Service Director, and City Engineer at least sixty (60) days prior to opening a trench or placing overhead lines at any location to allow the parties to implement paragraph B herein as those provisions may apply. As to all matters encompassed in this Section, the parties further agree to do anything required by law to maintain the effectiveness of such arrangements and to negotiate in good faith any matters not otherwise fully resolved. Each party acknowledges receipt of good and adequate consideration for all matters encompassed in this Section.

Section 12. Liability; No duty

A. Grantee waives all claims, direct or indirect, for loss or liability, whether for property damage, bodily injury or otherwise, against the City arising out of Grantee's enjoyment of Franchise or permit privileges. This waiver does not apply to negligent or intentional acts of the City outside a governmental or regulatory capacity, such as granting this franchise or permits. Except to the extent caused by the negligent or intentional acts of the City, its boards, officers, agents and employees, Grantee will indemnify and hold the City , its boards, officers, agents and employees harmless from any and all third party claims, accidents, losses, or liabilities arising from or by reason of any intentional or negligent act,

occurrence or omission of the Grantee, whether singularly or jointly with others, its representatives, permittees, employees or contractors, in the construction, operation, use, or maintenance of any of the Grantee's property or Facilities.

B. Grantee accepts that access to any franchised area is furnished “as is”. The City has made no assessment or guarantee as to its suitability for Grantee needs or compatibility of Grantee uses with other needs. Grantee waives immunity under Title 51 RCW in any cases involving the City of Spokane relating solely to indemnity claims made by the City directly against Grantee for claims made against the City by Grantee’s employees and affirms that the City and Grantee have specifically negotiated this provision, as required by RCW 4.24.115, to the extent it may apply. This waiver has been mutually negotiated.

C. It is not the intent of this Ordinance to acknowledge, create, or expand any duty or liability of the City for any purpose. Any City duty nonetheless deemed created shall be a duty to the general public and not to any specific party, group, or entity.

D. A Party’s liability for any claim arising under or relating to this agreement shall be limited solely to direct damages and shall exclude any indirect, special, incidental or consequential damages.

Section 13. Insurance

A. Grantee shall furnish satisfactory evidence of commercial general liability insurance and maintain the same in good standing, with limits of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) general aggregate, with the City of Spokane included as an additional insured as their interest may appear under this Agreement.

B. Any Grantee insurance policy shall be primary and non-contributory with any insurance or program of self-insurance that may be maintained by the City. On or before June 1st of each year and at the time of granting this Franchise, as a condition of Franchise validity, Grantee shall file with the City Clerk, with copy to the City Risk Manager, proof of continued insurance coverage, in the amounts required in this Section, through a Certificate of Insurance, including the blanket additional insured endorsement indicating City coverage required herein

Section 14. Taxes, fees

A. No Franchise fee is assessed for telecommunications service providers in accord with the prohibition of state law (RCW 35.21.860). If the prohibition of telecommunications service provider franchise fees is removed or modified to allow a franchise fee, the parties agree to negotiate this provision as a material term on which agreement is required for continuation of this franchise, PROVIDED, the City must give one hundred eighty (180) days’ notice to invoke this provision and any franchise fee under it shall be prospective in nature.

B. Nothing in this Franchise shall otherwise limit the City's power to lawfully tax or recover any lawful expenses in connection with this Franchise. Grantee agrees to pay all applicable lawful taxes due under this Franchise and any lawful expenses due under this Franchise within ninety (90) days of billing. Failure to pay within ninety (90) days after demand by the City and exhaustion of any applicable remedies is a material breach of this Franchise.

Section 15. Franchise Administration

Questions of application or interpretation of this Franchise are determined by the Administering officer or a court of competent jurisdiction. Said officer may issue enforcement orders, upon due notice as deemed proper, promulgate rules and procedures as deemed necessary and grant exceptions, which shall be revocable. Nothing in the Franchise limits the City's police or regulatory power in general or over its right-of-way or other franchised areas. For the performance of all franchise obligations, time is of the essence. All City acts under this Franchise are discretionary guided by considerations of the public health, safety, esthetics and convenience.

Section 16. Additional

A. Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, with the prior written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed, provided, however, that Grantee may assign this Franchise of any of its rights under this Franchise or delegate any of its duties under this Franchise to (i) any entity that it controls, is under common control with or is controlled by or (ii) any entity that is the survivor of a merger, consolidation or other business combination or that acquires all or substantially all of the assets of Grantee. The City may not assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, without the prior written consent of Grantee. Any assignment or delegation in violation of this Section is null and void.

No capital stock may ever be issued based on any permission to use or occupy the right-of-way or other permitted areas or the value thereof. The City will provide written notice of any condemnation or annexation actions that would affect Grantee's rights. In any condemnation proceeding brought by the City, Grantee shall not be entitled to receive any return thereon, except for its value.

B. This Franchise may be revoked by the City Council by resolution because of any material breach, after giving at least thirty (30) days' written notice to Grantee and opportunity to cure. Similarly, Grantee may elect to terminate this Franchise because of any material breach of the City's obligations, after giving at least thirty (30) days' written notice to the City and opportunity to cure. Except as otherwise provided for in this Franchise, and upon written notice, the defaulting party will have thirty (30) days to cure defaults under the terms of this Franchise. Neither party is in default of this Franchise if the party provided

written notice commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. If any default exists after the applicable cure period, the non-defaulting party may, without prejudice to any other rights or remedies at law or in equity or under this Franchise, terminate this Franchise.

No forbearance by the City of any term or condition of this Franchise shall ever comprise a waiver or estoppel of the City's right to enforce said term or condition. Grantee may surrender its Franchise to the City upon sixty (60) days written notice to the Administering officer, subject to acceptance by the City, by a resolution of the City Council. Notwithstanding anything to the contrary contained herein, this Franchise may only be modified through a written amendment executed by both the City and Grantee.

C. Upon termination, surrender or expiration of the Franchise, Grantee may be required to remove all its Facilities as ordered by the Administering officer or otherwise abandon the cable in place, first removing all electronics, if any, rendering the same safe. In the event removal is required, Grantee shall remove the Facilities within one hundred twenty (120) days of receipt of written notice from City. Grantee will have no further obligations under this Franchise.

D. Grantee understands that this Franchise applies to itself as well as all of Grantee’s contractors, successors, and assigns. Grantee accepts full responsibility to the City for full performance of all Franchise obligations by Grantee, its contractors, successors, and assigns.. .

E. This Franchise is governed by the laws of the State of Washington, and venue for any litigation arising out of or in connection with privileges extended herein is stipulated to be in Spokane County.

F. (Force Majeure) Except as otherwise provided in this Franchise, neither party hereto will be in default under this Franchise if and to the extent that any failure or delay in a party’s performance of one or more of its obligations hereunder, is caused by any of the following conditions, and such party's performance is excused and extended during the period of any such delay: act of God (such as, flood, back water caused by flood, tornado, earthquake, and unforeseeably severe weather); fire; government codes, ordinances, laws, rules, regulations or restrictions not in effect at the time of execution of this Franchise (collectively, "Regulations"); war or civil disorder; or vandalism, or any other events beyond the reasonable control of the party seeking relief under this Section, provided that the party claiming relief under this Section promptly notifies the other in writing of the existence of the event relied on and the cessation or termination of the event. The party claiming relief under this Section must exercise reasonable efforts to minimize the time for any such delay.

Both parties hereto acknowledge that events under this Section may occur which are incapable of being cured so as to allow the parties to enjoy the full benefit of their rights under the Franchise. If a party is unable to conduct its business due to an event of force majeure as described in this Section, and the force majeure occurs and remains uncured

after sixty (60) days, the party not claiming inability to perform under force majeure may, at its option, terminate this Franchise without further obligation.

G. (Authority to Sign) Each party hereto hereby represents and warrants to the other that the person or entity signing this Franchise on behalf of such party is duly authorized to execute and deliver this Franchise and to legally bind the party on whose behalf this Franchise is signed to all of the terms, covenants and conditions contained in this Franchise.

PASSED the City Council _____, 2025.

_____
M A Y O R

Attest: _____
City Clerk

Approved as to form:

_____
Assistant City Attorney

ACCEPTANCE OF CITY FRANCHISE

Ordinance No. _____, effective _____, 2025.

I, _____, am the _____ of Forged Fiber 37, LLC, a Delaware limited liability company, and am an authorized representative to accept the above referenced City Franchise ordinance on behalf of Forged Fiber 37, LLC.

I certify that this Franchise and all terms and conditions thereof are accepted without qualification or reservation.

DATED this _____ day of _____, 2025.

_____

Witness: _____

Agenda Sheet for City Council: **Committee:** Public Safety **Date:** 10/06/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	9/30/2025
		Clerk's File #	ORD C36768
		Cross Ref #	
Council Meeting Date: 11/03/2025		**Project #**	
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	SARAH 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@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 RELATED TO EMERGENCY MANAGEMENT		

Agenda Wording

An ordinance relating to emergency management; amending the title of Chapter 02.04 and Sections 02.04.070, 02.04.080, 02.04.090; adopting new Sections 02.04.085, 02.04.095, 02.04.096, 02.04.097, and 02.04.098; and repealing Chapter 06.02 and Section 18.11.040 of the Spokane Municipal Code.

Summary (Background)

The ordinance establishes the required provisions for a local emergency management organization per WAC 118-30-040 and WAC 118-30-050. The ordinance also corrects and removes references to the City as a member of a joint local emergency management organization.

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 proposal aligns with the City of Spokane Comprehensive Emergency Management Plan.

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	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	GBYRD		
Division Director	GBYRD		
Accounting Manager	GBYRD		
Legal	GBYRD		
For the Mayor	GBYRD		

Distribution List	

ORDINANCE NO C36768

An ordinance relating to emergency management; amending the title of Chapter 02.04 and Sections 02.04.070, 02.04.080, 02.04.090; adopting new Sections 02.04.085, 02.04.095, 02.04.096, 02.04.097, and 02.04.098; and repealing Chapter 06.02 and Section 18.11.040 of the Spokane Municipal Code.

WHEREAS, Washington state law requires each political subdivision to establish by ordinance or resolution a local emergency management organization or to be a member of a joint local emergency management organization in accordance with the state comprehensive emergency management plan and program; and

WHEREAS, RCW 38.52.070 requires all cities to adopt and update Comprehensive Emergency Management Plans (CEMPs) and participate in emergency planning and disaster preparedness activities; and

WHEREAS, RCW 38.52.070 requires jurisdictions to prepare a limited English proficiency communication plan as part of the City's Comprehensive Emergency Management Plan; and

WHEREAS, RCW 38.52.091 authorizes local emergency management organizations to collaborate with other public and private agencies via a mutual aid or interlocal agreement; and

WHEREAS, the development of the City's Comprehensive Emergency Management Plan (CEMP) provides for the City to officially be designated a local emergency management organization under state law; and

WHEREAS, state law requires each local organization for emergency management to have a director appointed by the executive head of the political subdivision to have direct responsibility for the organization, administration, and operation of emergency management, subject to the direction and control of such executive officer; and

WHEREAS, the Spokane Municipal Code should reflect the City's role and responsibilities as a local emergency management organization and officially recognize the emergency management duties of the Director of Emergency Management;

NOW, THEREFORE, the City of Spokane does hereby ordain as follows:

Section 1. That the title of Chapter 02.04 is amended to read as follows:

Chapter 02.04 ((~~Civil Emergencies~~)) Emergency Management

Section 2. That Section 02.04.070 of the Spokane Municipal Code is amended to read as follows:

Section 02.04.070 Notice of Declarations of Emergency and Emergency Orders

Notice of any declaration of civil emergency or emergency order issued pursuant to the authority of this chapter shall be given as soon as practicable by such means as are practicable to the news media within the general area of the City, the public, the governor, the state military department, and the Spokane ((~~City/County Department of~~)) County Emergency Management or successor agency.

Section 3. That Section 02.04.080 of the Spokane Municipal Code is amended to read as follows:

Section 02.04.080 Designation of Executive Head of the City

The ((~~mayor~~)) Mayor or the Mayor's designee shall serve as the designated executive head of ((~~the city~~)) City government ((~~to coordinate efforts with the Spokane local director of emergency management~~)) for purposes of emergency management pursuant to chapter 38.52 RCW.

Section 4. That there is adopted a new Section 02.04.085 to Chapter 02.04 of the Spokane Municipal Code to read as follows:

Section 02.04.085 Director of Emergency Management

A. The Mayor shall appoint a Director of Emergency Management, who shall report to the City Administrator and be responsible for the administration of the City's emergency management program and coordination with local, state, and federal partners.

B. The Director of Emergency Management shall:

    1. Administer emergency management activities to assist the City in mitigating, preparing for, responding to, and recovering from major emergencies and disasters;

2. Advise on the preparation, implementation, and regular review of the City's Comprehensive Emergency Management Plan (CEMP);

3. Assist the Executive Head in issuing emergency declarations;

4. Assist the Executive Head in requesting the Governor's proclamation of a state of emergency when local resources are inadequate to respond effectively;

5. Coordinate with City divisions and departments, community partners, and state, federal, and neighboring jurisdictions to develop joint emergency plans and mutual aid agreements;

6. Consult with the City Attorney regarding the exercise of emergency powers.

Section 5. That Section 02.04.090 of the Spokane Municipal Code is amended to read as follows:

Section 02.04.090 Duties of ((~~Director of Emergency Management and~~)) the Executive Head

The ((~~director of emergency management and the executive head~~)) Executive Head shall be responsible for the following:

A. ((~~To issue or request~~)) Issuing or requesting issuance of declarations of civil emergency pursuant to SMC 2.04.030.

B. ((~~To issue~~)) Issuing emergency orders pursuant to SMC 2.04.040.

C. ((~~To request that~~)) Requesting the governor proclaim a state of emergency or disaster when ((~~in the opinion of the mayor,~~)) the resources of the City, area, or region are inadequate to cope with the emergency or disaster.

D. Other duties as may be imminently necessary for the protection of life and property.

Section 6. That there is adopted a new Section 02.04.095 to Chapter 02.04 of the Spokane Municipal Code to read as follows:

Section 02.04.095 Emergency Management Policy

A. It is the policy of the City of Spokane to optimize the use of manpower, resources,

and facilities in emergencies and to cooperate with neighboring jurisdictions to the fullest extent possible. Spokane residents are encouraged to maintain the ability to be self-sufficient for a minimum of seventy-two (72) hours and preferably up to seven (7) days.

B. All City personnel shall support emergency preparedness, response, and recovery efforts as directed by the approved Comprehensive Emergency Management Plan.

C. The City shall fund emergency management activities through authorized City funding mechanisms and may enter into mutual aid or cost-sharing agreements with regional partners as necessary.

Section 7. That there is adopted a new Section 02.04.096 to Chapter 02.04 of the Spokane Municipal Code to read as follows:

Section 02.04.096 Comprehensive Emergency Management Plan

The City of Spokane's Comprehensive Emergency Management Plan (CEMP) is the state-approved official emergency operations plan of the City of Spokane. It shall be reviewed regularly, conform to the requirements of RCW 38.52.070, be consistent with the National Incident Management System (NIMS), and be submitted to the Washington State Emergency Management Division.

Section 8. That there is adopted a new Section 02.04.097 to Chapter 02.04 of the Spokane Municipal Code to read as follows:

Section 02.04.097 Liability Protection for Volunteers and Emergency Workers

Pursuant to RCW 38.52.180, liability protections shall be afforded to emergency workers acting within the scope of their duties under the City's Comprehensive Emergency Management Plan (CEMP) and property owners allowing the use of facilities for emergency sheltering.

Section 9. That there is adopted a new Section 02.04.098 to Chapter 02.04 of the Spokane Municipal Code to read as follows:

Section 02.04.098 Limited English Proficiency Communications

A. During a crisis, emergency, or public safety situation, all City departments shall make it a priority to offer language access services and ensure interpretation and translation services are present and available to assist LEP residents with critical language needs, including, but not limited to, Marshallese and American Sign Language or alternative accommodations.

B. If a crisis, emergency, or public safety situation requires posting of warning signs, the department would translate those signs into the appropriate significant population or Established languages according to neighborhood demographics, as identified by the City's Language Access Program.

Section 10. That Chapter 06.02 of the Spokane Municipal Code is hereby repealed.

Section 11. That Section 18.11.040 of the Spokane Municipal Code is hereby repealed.

Section 12. 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 13. 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

Memorandum

Office of the Mayor

DATE: September 23, 2025

FROM: Sarah Nuss – Director of Emergency Management
Adam McDaniel – Policy Advisor, Office of the Mayor

TO: Councilmember Zack Zappone, Chair – Public Safety Committee
Council President Betsy Wilkerson, Vice Chair – Public Safety Committee

RE: Officially designating the City of Spokane as a local emergency management organization

Executive Summary

I. **Background**: The City's Office of Emergency Management provides disaster mitigation, preparedness, response, and recovery services for the City of Spokane. Emergency management coordinates resources, information, operational goals, and planning efforts to support the response to significant emergencies in Spokane. For many years, the City of Spokane was a party to an interlocal agreement with Spokane County Emergency Management and a member of the County's joint local emergency management organization. In 2020, the Condon Administration established the City of Spokane Office of Emergency Management to "provide proactive integrated response to emergencies for the citizens of Spokane" that "focuses on the unique needs of urban emergency response".[1]

The Brown Administration, led by the City's Director of Emergency Management, developed and published the City of Spokane's Comprehensive Emergency Management Plan in July to guide its local emergency planning and disaster preparation efforts. The City's Comprehensive Emergency Management Plan outlines how the City prepares for, responds to, and recovers from emergencies and disasters. Additionally, the Director of Emergency Management and the Director of Communications and Marketing have developed and finalized an Emergency Communications Plan that complies with the Limited English Proficiency provisions required by RCW 38.52.070. With a published and state-approved Comprehensive Emergency Management

[1] 2020 Line-Item Budget Letter from Mayor David Condon, November 1, 2019

Plan (CEMP), the City of Spokane is eligible to become its own local emergency management organization.

II. **Issue**: Washington state law requires each political subdivision to establish by ordinance or resolution a local emergency management organization or to be a member of a joint local emergency management organization in accordance with the state comprehensive emergency management plan and program. The current municipal code must be updated to reflect the City as a local emergency management organization.

III. **Policy Recommendations**

This proposed ordinance establishes the required provisions for a local emergency management organization per WAC 118-30-040 and WAC 118-30-050. The ordinance also corrects and removes references to the City as a member of a joint local emergency management organization.

Proposed Ordinance Table of Contents

Section 1. Amends title of SMC Chapter 02.04
Section 2. Amends SMC Section 02.04.070
Section 3. Amends SMC Section 02.04.080
Section 4. New SMC Section 02.04.085
Section 5. Amends SMC Section 02.04.090
Section 6. New SMC Section 02.04.095
Section 7. New SMC Section 02.04.096
Section 8. New SMC Section 02.04.097
Section 9. New SMC Section 02.04.098
Section 10. Repeals SMC Chapter 06.02
Section 11. Repeals SMC 18.11.040
Section 12. Severability
Section 13. Clerical Errors

Section 1. Amends title of SMC Chapter 02.04 (Civil Emergencies)

- This changes the title of the SMC Chapter 02.04 from "Civil Emergencies" to "Emergency Management" to reflect the more comprehensive provision of the chapter.

Section 2. Amends SMC Section 02.04.070 (Notice of Declarations of Emergency and Emergency Orders)

- This corrects the name of Spokane County Emergency Management.

- Makes small grammatical corrections.

Section 3. Amends SMC Section 02.04.080 (Designation of Executive Head of the City)

- This clarifies that the Mayor or the Mayor's designee serves as the "Executive Head" for the purposes of City of Spokane emergency management.

Section 4. New SMC Section 02.04.085 (Director of Emergency Management)

- This new section formally establishes the City of Spokane's Director of Emergency Management position and the duties of this position.

Section 5. Amends SMC Section 02.04.090 (Duties of Director of Emergency Management and the Executive Head)

- Changes the title to establish a distinction between the Executive Head (City of Spokane Mayor) and the City of Spokane Director of Emergency Management.

- This section focuses on the duties of the Executive Head, while new Section 02.04.085 outlines the duties of the Director of Emergency Management.

- Makes small grammatical updates.

Section 6. New SMC Section 02.04.095 (Emergency Management Policy)

- Establishes general emergency management policy regarding the goal of residential self-sufficiency, mutual aid, and cost-sharing agreements.

Section 7. New SMC Section 02.04.096 (Comprehensive Emergency Management Plan)

- Officially adopts the City of Spokane's Comprehensive Emergency Management Plan and links to the document so that it is publicly accessible via the municipal code.

Section 8. New SMC Section 02.04.097 (Liability Protection for Volunteers and Emergency Workers)

- This section codifies liability protection for emergency workers acting within the scope of their duties under the City's Comprehensive Emergency Management Plan, as well as property owners allowing the use of their property for emergency sheltering, as provided in RCW 38.52.180.

Section 9. New SMC 02.04.098 (Limited English Proficiency Communications)

- This new section recodifies SMC 18.11.040 (Emergency Communications) into the correct municipal code chapter.

Section 10. Repeals SMC Chapter 06.02 (Emergency Services Department)

- Repeals the out-of-date Emergency Services Department chapter that is no longer needed as the City of Spokane becomes a local emergency management organization.

Section 11. Repeals SMC Section 18.11.040 (Emergency Communications)

- Repeals this section as it is recodified as SMC 02.04.098 in the Emergency Management municipal code chapter.

Section 12. Severability

- Standard severability language.

Section 13. Clerical Errors

- Standard clerical errors language.

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 10/20/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	8/22/2025
		Clerk's File #	ORD C36775
		Cross Ref #	
Council Meeting Date: 11/10/2025		**Project #**	
Submitting Dept	HISTORIC PRESERVATION	**Bid #**	
Contact Name/Phone	MEGAN 6543	**Requisition #**	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	JBINGLE PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0470 – CANNON HILL PARK HISTORIC DISTRICT OVERLAY ZONE (SMC		

Agenda Wording

The Spokane Historic Landmarks Commission reviews districts for listing on the Spokane Register to ensure that they meet the criteria set out in SMC 17D.100. The Cannon Hill Park HD meets criteria for listing and a nomination, Design Standards & Guidelines, Overlay Zone Ordinance (SMC 17D.100.285) and map were approved by the SHLC.

Summary (Background)

The Spokane Historic Landmarks Commission reviews properties and districts for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100. To create historic districts in Spokane, an overlay zone ordinance must be created and the district added to the City's official zoning map. The Cannon Hill Park Historic District has been recommended for listing by the Spokane Historic Landmarks Commission. The Commission reviewed the nomination, resource forms, design standards & guidelines, ordinance and map at the August 20, 2025 Landmarks Commission hearing. Owners have returned 80% of mailed ballots (154 of 193 ballots) and 135 YES votes were received (70% in favor). 17 NO votes were received (9%), 2 NEUTRAL votes and 30 unreturned ballots were also counted as NO votes (30% total). District formation requires an owner consent vote of 50% + 1 to move forward to City Council for designation of the district on the official zoning map. The Historic Preservation code resides in Chapter 17 - Unified Development Code of the Spokane Municipal Code and therefore must have an additional recommendation by the Plan Commission. The Historic Preservation Office has held a workshop with Plan Commission (7/23/25) and has a subsequent public hearing (9/24/25) for their official recommendation to City Council. After that recommendation, the proposed overlay zone ordinance (SMC 17D.100.285) will be brought back to City Council for a hearing.

What impacts would the proposal have on historically excluded communities?

This contract would have no meaningful impact 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?

That specific data is not something that is collected by the Historic Preservation Department.

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

The Historic Preservation Office's primary responsibility is to protect historic properties and neighborhoods in Spokane. The more properties that are listed on the Spokane Register, the more ability we have to offer incentives that help keep those properties viable and in use. As we list additional properties, we increase our ability to protect Spokane's historic resources.

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

SMC 04.35.010 Spokane Historic Landmarks Commission Findings and Purpose: The City and Spokane County find that the establishment of a landmarks commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County is a public necessity. Comprehensive Plan Goals Chapter 3: Land Use • LU 2.2 Performance Standards. • LU 5.5 Compatible Development • LU 7.3 Historic Reuse Chapter 6: Housing • H 2.3 Housing Preservation Chapter 8: Urban Design and Historic Preservation • DP 1.1 Landmark Structures, Buildings, and Sites • DP 1.2 New

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	DUVALL, MEGAN		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	lcamporeale@spokanecity.org
smacdonald@spokanecity.org	eking@spokanecity.org
akiehn@spokanecity.org	

ORDINANCE NO. C36775

An ordinance relating to the adoption of the Cannon Hill Park Local Historic District Overlay Zone and Design Standards and Guidelines; adopting new SMC sections 17D.100.285.

WHEREAS, the City and Spokane County find that the establishment of a Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County is a public necessity; and

WHEREAS, the City of Spokane Comprehensive Plan requires that the city utilize zoning provisions, building regulations, and design standards that are appropriate for historic districts, sites, and structures; and

WHEREAS, property owners within the proposed district contacted the Spokane Historic Preservation Office requesting that a local historic district be formed in the neighborhood; and

WHEREAS, the Cannon Hill Park Historic District Committee formed to lead the process of district formation. They fundraised and pooled their skills and resources to create the documents required to form the Cannon Hill Park Historic District including the nomination document detailing the history and characteristics of the district, resource forms including specific information and photographs of every property within the district, and design standards and guidelines specific to the district; and

WHEREAS, the Cannon Hill Park Historic District Committee strategized their own outreach efforts, determined when the ballots should be sent to property owners, planned door-knocking campaigns, hosted neighborhood workshops, presented at a neighborhood council meeting, stayed in close contact with the Historic Preservation Office about the status of returned ballots, and led to the ultimate success of the property owner vote; and

WHEREAS, the Spokane City / County Historic Preservation Office attended and participated in two workshops and direct feedback from property owners; and

WHEREAS, after conducting extensive historic research and engaging the community for input and feedback, a Cannon Hill Park Local Historic District Nomination form, Cannon Hill Park Local Historic District Inventory Resource Forms, and Cannon Hill Park Local Historic District Design Standards and Guidelines have been developed for adoption of the district to the Spokane Register of Historic Places and for the formation of the Cannon Hill Park Local Historic District Overlay Zone; and

WHEREAS, formation of a historic district provides numerous property owners with the financial benefit associated with historic preservation tax incentives when they invest substantially in their property as well as access to a Façade Improvement Grant available through the Historic Preservation Office without the requirement of having to individually list their home or building; and

WHEREAS, ballots were sent to owners of property in the proposed district in May 2025. 135 of the owners of developable parcels within the district boundaries have voted in favor of forming the Cannon Hill Park Local Historic District Overlay Zone (135 “YES” votes out of 193 possible votes which exceeds the 50% +1 required by SMC17D.100.100B);

AND THEREFORE, The City of Spokane does ordain:

Section 1. That there is adopted a new section 17D.100.285 to Chapter 17D.100 SMC to read as follows:

17D.100.285 Cannon Hill Park Local Historic District Overlay Zone

A. Purpose.
This special overlay zone establishes a local historic district in Manito/Cannon Hill under section 17D.100.020. This overlay zone sets forth standards and guidelines that will maintain the historic character of the district through a landmark’s commission design review process.

B. Designation of Districts.
Along with individual properties, contiguous groups of properties can be designated as local historic districts on the Spokane Register of Historic Places.
1. The process for designation of local historic districts is detailed in Chapter 17D.100.
2. Local historic districts are displayed as an overlay zone on the official zoning map and its title and purpose are adopted as an ordinance under Title 17C. See the Cannon Hill Park Local Historic District Overlay Zone Map 17D.100.285-M1.

C. Certificate of Appropriateness Review.

The certificate of appropriateness review process for the Cannon Hill Park Local Historic District helps ensure any alterations to a building do not adversely affect that building's historic character and appearance, or that of the historic district. The process is conducted by the Spokane Historic Landmarks Commission as detailed in "Cannon Hill Park Local Historic District Design Standards and Guidelines."

1. The District Design Standards and Guidelines assist property owners through the design review process by providing the following:
   a. District-wide design standards and guidelines,
   b. Specific design standards and guidelines for single-family contributing structures,
   c. Specific design standards and guidelines for multi-family contributing structures,
   d. Specific design standards and guidelines for non-contributing structures,
   e. Design standards and guidelines for new construction, and
   f. Demolition review criteria for properties within the district.
2. The Cannon Hill Park Local Historic District Design Standards and Guidelines require property owners to apply for and receive a Certificate of Appropriateness for proposed exterior changes to properties within the district as outlined in the Cannon Hill Park Local Historic District Design Standards and Guidelines and under sections 17D.100.200-220.

D. The Cannon Hill Park Local Historic District Design Standards and Guidelines are intended to provide guidance for decision making by both the property owner when undertaking work within the Cannon Hill Park Local Historic District and the historic preservation officer and commission when issuing certificates of appropriateness in the district. The Cannon Hill Park Local Historic District Design Standards and Guidelines are not development regulations but are instead used to assist the historic preservation officer and commission to make decisions in accordance with the Secretary of Interior's Standards Rehabilitation. Final decisions of the HPO or the commission are based on the Secretary of Interior Standards for Rehabilitation (Department of Interior regulations, 36 CFR 67). The following Standards for Rehabilitation are the criteria used to determine if a rehabilitation project qualifies for a certificate of appropriateness. The intent of the Standards is to assist the long-term preservation of a property's significance through the preservation of historic materials and features. The following Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

B. The Cannon Hill Park Local Historic District Design Standards and Guidelines, which are incorporated by reference and included as Appendix A are adopted.

PASSED BY THE CITY COUNCIL ON _____, 2025.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Findings of Fact and Decision for Council Review
Nomination to the
Spokane Register of Historic Places
Cannon Hill Park Spokane Register Historic District Nomination, Resource Forms and Design Standards & Guidelines

FINDINGS OF FACT

1. SMC 17D.100.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."

- The Period of Significance of 1909 to 1958 meets the 50-year age requirement for listing.

2. SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D, E).

- The Cannon Hill Park Addition Historic District is eligible for the Spokane Historic Register under Category A.
- It is eligible under Category A for its association with the broad patterns of Spokane history in the area of a planned residential development as a designed and developer-shaped residential neighborhood.
- The Period of Significance for the Cannon Hill Park Historic District is from 1909 when the district was first platted to 1958 with the conclusion of the post-WWII building boom; and 96 percent of the residential lots already built on.

3. SMC17D.100.020: "The property must also possess integrity of location, design, materials, workmanship, and association." *From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance…it is not necessary for a property to retain all its historic physical features…the property must retain, however, the essential physical features that enable it to convey its historic identity."*

- The Cannon Hill Park Historic District contains 191 properties and the vast majority of properties are considered to be "contributing" to the district. Only 11 of the 191 properties (6%) of the properties were built outside of the period of significance for the district (1909-1958) or have been changed significantly from the original construction. Therefore, the Cannon Hill Park Historic District contains a very high degree of integrity.
- Each resource within the Cannon Hill Park Historic District was evaluated for its ability to contribute to the significance and eligibility of the historic district. A determination of whether or not a property contributes to the district was based on the intactness of the property in terms of year of construction, materials, style and building scale as it fits into its immediate surroundings and the planned landscape of the area. If those aspects were met, the property was considered to be contributing to the district.
- All properties within the proposed district boundaries that retained enough integrity as described above were considered to be "contributing" to the district, or "non-contributing" due to age or modifications.
- Breakdown of Contributing to Non-Contributing Resources – **191 TOTAL (193 parcels):**

Contributing Resources of the Cannon Hill Park Historic District		
Contributing	**Non-Contributing (alteration)**	**Out of Period/Age**
180 (94%)	4 (2%)	7 (4%)

4. SMC17D.100.100 B.The proposed management and design standards shall only be effective if a majority of the owners of properties located within the boundaries of the proposed historic district

sign a petition, on a form prescribed by the HPO, seeking the formation of the proposed historic district, under the management standards applicable to the district as a whole, within the sixty (60) day consideration period. Following the expiration of the sixty (60) day consideration period, the HPO shall report to the commission concerning the number of properties within the proposed district and the number of signatures contained on the petition. If the HPO determines that the petition contains the requisite number of signatures, the commission shall set the property management and design standards for the district. A noticing error extended the voting period from July 10, 2025 to August 18, 2025 in order to give all property owners a full 60-days to vote.

- On May 8, 2025 official ballots/petitions with 193 "votes" were mailed to 191 property owners. As of 5:00 pm on Monday, August 18, 2025; 154 votes had been returned and included 135 votes of "YES" to form the historic district and 17 votes of "NO" to not form the district, 2 voters returned ballots as "neutral" which will be tallied as "NO" votes. 39 votes were not returned and are counted as "NO" votes.
- The percentage of returned votes (154 of 193) was 80%.
- Of those who returned ballots, 88% of the votes were in favor of the district's creation.
- Overall, 70% of the TOTAL property owners within the district boundaries were in favor, which exceeds the 50% +1 required by ordinance (97 votes minimum).

5. **Once listed, the "contributing" properties within the Cannon Hill Park Historic District will be eligible to apply for incentives, including:**

   Special Valuation (property tax abatement), Façade Improvement Grants, Spokane Register historic marker, and special code considerations.

RECOMMENDATION

The Spokane Historic Landmarks Commission found on August 20, 2025 that the **Cannon Hill Park Historic District** qualifies for eligibility under Spokane Register Category A. Final approval of the overlay zone ordinance (SMC 17D.100.285), design standards & guidelines and map is recommended to City Council. The report of ballots/voting confirms that property owners in the Cannon Hill Park Historic District are in favor of its formation. This confirms owner consent to the listing. Plan Commission held a hearing on September 24, 2025 and voted 7-1 to recommend to City Council that the overlay zone ordinance be approved. The proposed Cannon Hill Park Historic District Overlay Zone should move forward for City Council consideration to be placed on the official zoning map.

Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendation

Proposed Adoption of SMC 17D.100.285, Cannon Hill Park Local Historic District Overlay Zone and Design Standards and Guidelines

A recommendation from the City Plan Commission to the City Council to approve the adoption of SMC 17D.100.285, Cannon Hill Park Local Historic District Overlay Zone and Design Standards and Guidelines. The proposal is related to the request from the Cannon Hill Park property owners requesting the formation of a local historic district in the Manito/Cannon Hill Neighborhood, which would include the approval of the historic district formation through a balloting process and the legislative action to approve an overlay zone.

Findings of Fact:

A. The City of Spokane's Comprehensive Plan 1) encourages the recognition and preservation of unique or outstanding landmark structures, buildings, and sites." (Goal DP 1.1), 2) establishes historic preservation as a high priority within city programs (Goal DP 3.1), 3) supports the identification of historic resources to guide decision making in planning" (Goal DP 3.3) and 4) seeks to maintain and utilize the expertise of the Landmarks Commission in decision making by the City Council, City Plan Commission, City Parks Board, and other city agencies in matters of historic preservation. (Goal DP 3.5).

B. The Comprehensive Plan also supports design guidelines and criteria for sub-areas and historic districts that are based on local community participation and the particular character and development issues of each subarea or historic district. (Goal DP 2.7).

C. To accomplish this, the City's Comprehensive Plan states as a goal to “provide incentives to property owners to encourage historic preservation" (Goal DP 3.9) and assist and cooperate with owners of historic properties to identify, recognize, and plan for the use of their property to ensure compatibility with preservation objectives (Goal DP 3.11) as well as encourage the deconstruction and reuse of historic materials and features when historic buildings are demolished. (Goal DP 3.12).

D. The City's Comprehensive Plan recognizes our neighborhoods as one of our City's finest assets, and supports assistance to neighborhoods and other potential historic districts to identify, recognize, and highlight their social and economic origins and promote the preservation of their historic heritage, cultural resources, and built environment. (Goal DP 3.13).

E. The City Council adopted Ordinance No. C-35580 on February 12, 2018 whereby the City Council recodified the City’s Historic Preservation Ordinance. Part of that recodification included the process for the formation of local historic districts.

F. Several property owners contacted the Spokane Historic Preservation Office in the fall of 2024 requesting that a local historic district be formed in the neighborhood; and

G. The Cannon Hill Park property owners and the Spokane City|County Historic Preservation Office conducted outreach efforts including presentations, two Plan Commission briefings/workshops, neighborhood workshops, created websites with additional information, mailings, and direct feedback from property owners through neighbor-to-neighbor conversations; and

H. After conducting extensive historic research and engaging the community for input and feedback, a Cannon Hill Park Local Historic District Nomination document, Cannon Hill Park Local Historic District Resource Forms, and Cannon Hill Park Local Historic District Design Standards and Guidelines have been developed for adoption of the district to the Spokane Register of Historic Places and for the formation of the Cannon Hill Park Local Historic District Overlay Zone; and

I. The adoption of the Cannon Hill Park Local Historic District Overlay Zone and Design Standards and Guidelines would be the final step in the formation of this local historic district.

J. On March 12 and July 23, 2025, Spokane City Plan Commission held a briefing and a workshop to study the proposed ordinance, the formation of the Cannon Hill Park Local Historic District, and the adoption of the Design Standards and Guidelines. Plan Commission voted to advance the proposal to hearing on September 24, 2025.

K. On June 23, 2025, a SEPA sign was posted in Cannon Hill Park informing neighbors of the proposal as well as the August 20 hearing of the Spokane Historic Landmarks Commission meeting.

L. On July 3, 2025, a SEPA Checklist and Request for Comments was emailed to agencies. Comments were due by July 18, 2025.

M. On August 15, 2025, pursuant to RCW 36.70A.106, the City notified the Washington State Department of Commerce of its intent to adopt this proposed ordinance. On August 18, 2025, the City received an acknowledgement letter from the Department of Commerce.

N. Two public workshops were held on February 26, 2025 and April 23, 2025, and amongst regular check-ins with the project proponents.

O. As required by SMC 17D.100.030, a vote of the property owners within the district boundaries was conducted to determine support for the district. 191 ballots with 193 votes (1 vote per developable parcel within the boundary) were sent via USPS on May 8, 2025. 154 votes (80% return rate) were returned by the deadline on August 18, 2025. The HPO received 135 “YES” votes to form the district, 17 “NO” votes were received; 2 “NEUTRAL” votes (ultimately counted as NO votes) and 39 votes were not returned to the HPO office. Turnout was 80%. Of those who returned ballots, 88% were in favor of forming the district, and once the non-returned votes are accounted for, 70% of the TOTAL owners of properties within

the district boundaries were in favor, which exceeded the 50% +1 required by city ordinance (97 “YES” votes minimum).

P. The City caused notice of the proposed ordinance and announcement of the Plan Commission's September 24, 2025 hearing to be published in the Spokesman Review on August 28, 2025 and again on September 17, 2025.

Q. On August 27, 2025, the responsible official issued a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance for the proposed ordinance. The public comment period for the SEPA determination ended on September 12, 2025, at 5:00 pm. No public comments were received.

R. On August 28, 2025, the Historic Preservation Office mailed a Notice of Plan Commission Hearing and SEPA Determination to all property owners in the proposed boundary of the Cannon Hill Park Historic District Overlay with information about the hearing on the overlay zone.

S. On September 24, 2025, the City Plan Commission held a public hearing on the proposed ordinance; public testimony was taken.

Public Comment:

A. During the hearing on September 24, 2025, the Plan Commission heard testimony from three individuals: all three were in favor of the proposed ordinance including the recommendation for the formation of the historic district and adoption of the design standards and guidelines.

B. No other testimony was submitted.

Plan Commission Deliberations:

A. During deliberations, the Plan Commission considered the proposed ordinance relating to the adoption of the Cannon Hill Park Local Historic District Overlay Zone and Design Standards and Guidelines.

B. While supportive of the present application, the Plan Commission expressed concern about the use of historic districts to prevent future development.

C. The Plan Commission desired for future historic districts to be guided by a city-wide historic preservation plan which should include consideration for future growth needs, inequities in the resources needed to create a historic district, and priorities for future preservation. There appeared to be support among some Plan Commission members to recommend the City Council institute a pause on new historic district formation until this plan can be completed.

D. The Plan Commission concluded that the proposed ordinance, including the proposed formation of the Cannon Hill Park Local Historic District Overlay Zone and adoption of the design standards and guidelines (SMC 17D.100.290) was consistent with (i) Chapter 17D.100 SMC, (ii) applicable provisions of the

Comprehensive Plan, and (iii) bears a substantial relation to public health, safety, welfare, and protection of the environment.

E. The Plan Commission hereby incorporates and adopts the contents of the Staff Report in support of these findings and recommendations.

Conclusions:

The proposed adoption of SMC 17D.100.285, Cannon Hill Park Local Historic District Overlay Zone and Design Standards and Guidelines is fully consistent with applicable provisions of the City of Spokane Comprehensive Plan and bears a substantial relation to the public health, safety, welfare, and protection of the environment.

The City would benefit from a city-wide historic preservation plan to guide decision making about future historic districts, and may further benefit by pausing new district formation until such a plan is completed.

Recommendation:

By a vote of 7-1, the Plan Commission recommends that the City Council adopt the proposed ordinance relating to the adoption of SMC 17D.100.285 regarding the Cannon Hill Park Local Historic District Overlay Zone and Design Standards and Guidelines.

Jesse Bank
Jesse Bank (Oct 6, 2025 11:22:48 PDT)

Jesse Bank, President

Spokane Plan Commission

October 3, 2025

Cannon Hill Park LHD PC Findings unsigned 10.03.25

Final Audit Report 2025-10-06

Created:	2025-10-03
By:	Angela McCall (amccall@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFo8jEykDyaDob5gYVBaY79_dXCxoGP8P

"Cannon Hill Park LHD PC Findings unsigned 10.03.25" History

Document created by Angela McCall (amccall@spokanecity.org)
2025-10-03 - 3:34:30 PM GMT

Document emailed to Jesse Bank (jbank@spokanecity.org) for signature
2025-10-03 - 3:34:35 PM GMT

Email sent to bdsadmin@spokanecity.org bounced and could not be delivered
2025-10-03 - 3:38:47 PM GMT

Email viewed by Jesse Bank (jbank@spokanecity.org)
2025-10-06 - 6:22:03 PM GMT

Document e-signed by Jesse Bank (jbank@spokanecity.org)
Signature Date: 2025-10-06 - 6:22:48 PM GMT - Time Source: server

Agreement completed.
2025-10-06 - 6:22:48 PM GMT

DISSENTION LETTER FROM COMMISSIONER YOTZ

To: Spokane City Council
From: Jill Yotz, Plan Commissioner
Date: 10/2/2025
Re: Opposition to Creation of New Neighborhood Historic Districts

I respectfully submit this dissension paper regarding the Cannon Hill Park Addition (CHPA) Historic District Overlay. While I appreciate the deliberation of my colleagues and the value of historic preservation, I cannot support the recommendation as forwarded.

As a Commissioner, my duty is to ensure policies align with the Comprehensive Plan. This historic district does not adequately balance commitments to equity, affordability, and inclusive growth. While preservation honors Spokane's heritage, I believe this district will deepen inequity and add unnecessary regulation, effectively keeping people out rather than welcoming them in.

Housing access is one of Spokane's greatest challenges. Based on testimony received, this proposal appears more a reaction to change than a preservation of a cultural resource for all.

Grounds for Dissent:

Equity and Access

The Comprehensive Plan calls for safe, affordable housing options for all income levels. Historic districts act as a form of "exclusionary zoning." They increase property values, raise maintenance costs, and limit homeownership opportunities, especially for first-time and working-class buyers. This reinforces inequities in who gets to live in high-amenity, centrally located neighborhoods. Additionally, by restricting infill and "missing-middle" housing, they reduce supply and drive prices up.

Existing Protections Already in Place

The Comprehensive Plan requires that preservation goals be weighed alongside commitments to affordable housing, equity, and growth management. Spokane has strong preservation tools.

SMC 17D.100 provides for designation and review of landmarks and districts where homeowners can apply for individual designations. Demolition of historic or eligible structures already requires review. Economic incentives (tax credits, Special Valuation)

support preservation. Given these protections, adding another layer of regulation is duplicative and unnecessary.

Spokane is a leader in Washington for forward-thinking policy that addresses the housing crisis. An additional layer of regulation contradicts the urgency for action to support all residents in Spokane having a viable place to live.

Policy Conflict

Historic districts add layers of design and demolition review that slow housing production, raise costs, and conflict with citywide goals to broaden housing supply and streamline permitting. This undermines Comprehensive Plan objectives on equity, housing access, and public health, as well as policies outlined in Building Opportunities for Housing and the Housing Action Plan.

Economic Context

The concerns expressed by neighbors centered on fears of incompatible development and rapid change. However, Cannon Hill is already a high-cost neighborhood with very limited vacant land. The substantial expense required to purchase and demolish existing homes makes large-scale redevelopment highly unlikely in the near term. In this context, a new historic district appears more symbolic than necessary.

Alternative Solutions

- Develop a citywide preservation strategy that balances historic character with equity and housing access.
- Create design guidelines and pre-approved plans for compatible infill and density.
- Require equity impact reviews before designating districts; offer fee waivers or grants for affordable housing and accessibility upgrades within preserved areas.

Spokane's motto is "we all belong." In the midst of a housing crisis, new historic districts risk sending the opposite message. Preservation is important, but not at the expense of equity and access. Spokane can honor its heritage without excluding future residents. As such, I reject this proposal until it fully aligns with Comprehensive Plan goals for affordability, inclusion, and livability.

Respectfully submitted,

Jill Yotz
Spokane Plan Commission

Overlay Zone Ordinance
SMC 17D.100.285

ORDINANCE NO. C - _____

An ordinance relating to the adoption of the Cannon Hill Park Local Historic District Overlay Zone and Design Standards and Guidelines; adopting new SMC sections 17D.100.285.

WHEREAS, the City and Spokane County find that the establishment of a Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County is a public necessity; and

WHEREAS, the City of Spokane Comprehensive Plan requires that the city utilize zoning provisions, building regulations, and design standards that are appropriate for historic districts, sites, and structures; and

WHEREAS, property owners within the proposed district contacted the Spokane Historic Preservation Office requesting that a local historic district be formed in the neighborhood; and

WHEREAS, the Cannon Hill Park Historic District Committee formed to lead the process of district formation. They fundraised and pooled their skills and resources to create the documents required to form the Cannon Hill Park Historic District including the nomination document detailing the history and characteristics of the district, resource forms including specific information and photographs of every property within the district, and design standards and guidelines specific to the district; and

WHEREAS, the Cannon Hill Park Historic District Committee strategized their own outreach efforts, determined when the ballots should be sent to property owners, planned door-knocking campaigns, hosted neighborhood workshops, presented at a neighborhood council meeting, stayed in close contact with the Historic Preservation Office about the status of returned ballots, and led to the ultimate success of the property owner vote; and

WHEREAS, the Spokane City / County Historic Preservation Office attended and participated in two workshops and direct feedback from property owners; and

WHEREAS, after conducting extensive historic research and engaging the community for input and feedback, a Cannon Hill Park Local Historic District Nomination form, Cannon Hill Park Local Historic District Inventory Resource Forms, and Cannon Hill Park Local Historic District Design Standards and Guidelines have been developed for adoption of the district to the Spokane Register of Historic Places and for the formation of the Cannon Hill Park Local Historic District Overlay Zone; and

WHEREAS, formation of a historic district provides numerous property owners with the financial benefit associated with historic preservation tax incentives when they invest substantially in their property as well as access to a Façade Improvement Grant available through the Historic Preservation Office without the requirement of having to individually list their home or building; and

WHEREAS, ballots were sent to owners of property in the proposed district in May 2025. 135 of the owners of developable parcels within the district boundaries have voted in favor of forming the Cannon Hill Park Local Historic District Overlay Zone (135 “YES” votes out of 193 possible votes which exceeds the 50% +1 required by SMC17D.100.100B);

AND THEREFORE, The City of Spokane does ordain:

Section 1. That there is adopted a new section 17D.100.285 to Chapter 17D.100 SMC to read as follows:

17D.100.285 Cannon Hill Park Local Historic District Overlay Zone

A. Purpose.
This special overlay zone establishes a local historic district in Manito/Cannon Hill under section 17D.100.020. This overlay zone sets forth standards and guidelines that will maintain the historic character of the district through a landmark’s commission design review process.

B. Designation of Districts.
Along with individual properties, contiguous groups of properties can be designated as local historic districts on the Spokane Register of Historic Places.

1. The process for designation of local historic districts is detailed in Chapter 17D.100.
2. Local historic districts are displayed as an overlay zone on the official zoning map and its title and purpose are adopted as an ordinance under Title 17C. See the Cannon Hill Park Local Historic District Overlay Zone Map 17D.100.285-M1.

C. Certificate of Appropriateness Review.

The certificate of appropriateness review process for the Cannon Hill Park Local Historic District helps ensure any alterations to a building do not adversely affect that building's historic character and appearance, or that of the historic district. The process is conducted by the Spokane Historic Landmarks Commission as detailed in "Cannon Hill Park Local Historic District Design Standards and Guidelines."

1. The District Design Standards and Guidelines assist property owners through the design review process by providing the following:
   a. District-wide design standards and guidelines,
   b. Specific design standards and guidelines for single-family contributing structures,
   c. Specific design standards and guidelines for multi-family contributing structures,
   d. Specific design standards and guidelines for non-contributing structures,
   e. Design standards and guidelines for new construction, and
   f. Demolition review criteria for properties within the district.
2. The Cannon Hill Park Local Historic District Design Standards and Guidelines require property owners to apply for and receive a Certificate of Appropriateness for proposed exterior changes to properties within the district as outlined in the Cannon Hill Park Local Historic District Design Standards and Guidelines and under sections 17D.100.200-220.

D. The Cannon Hill Park Local Historic District Design Standards and Guidelines are intended to provide guidance for decision making by both the property owner when undertaking work within the Cannon Hill Park Local Historic District and the historic preservation officer and commission when issuing certificates of appropriateness in the district. The Cannon Hill Park Local Historic District Design Standards and Guidelines are not development regulations but are instead used to assist the historic preservation officer and commission to make decisions in accordance with the Secretary of Interior's Standards Rehabilitation. Final decisions of the HPO or the commission are based on the Secretary of Interior Standards for Rehabilitation (Department of Interior regulations, 36 CFR 67). The following Standards for Rehabilitation are the criteria used to determine if a rehabilitation project qualifies for a certificate of appropriateness. The intent of the Standards is to assist the long-term preservation of a property's significance through the preservation of historic materials and features. The following Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

B. The Cannon Hill Park Local Historic District Design Standards and Guidelines, which are incorporated by reference and included as Appendix A are adopted.

PASSED BY THE CITY COUNCIL ON _____, 2025.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

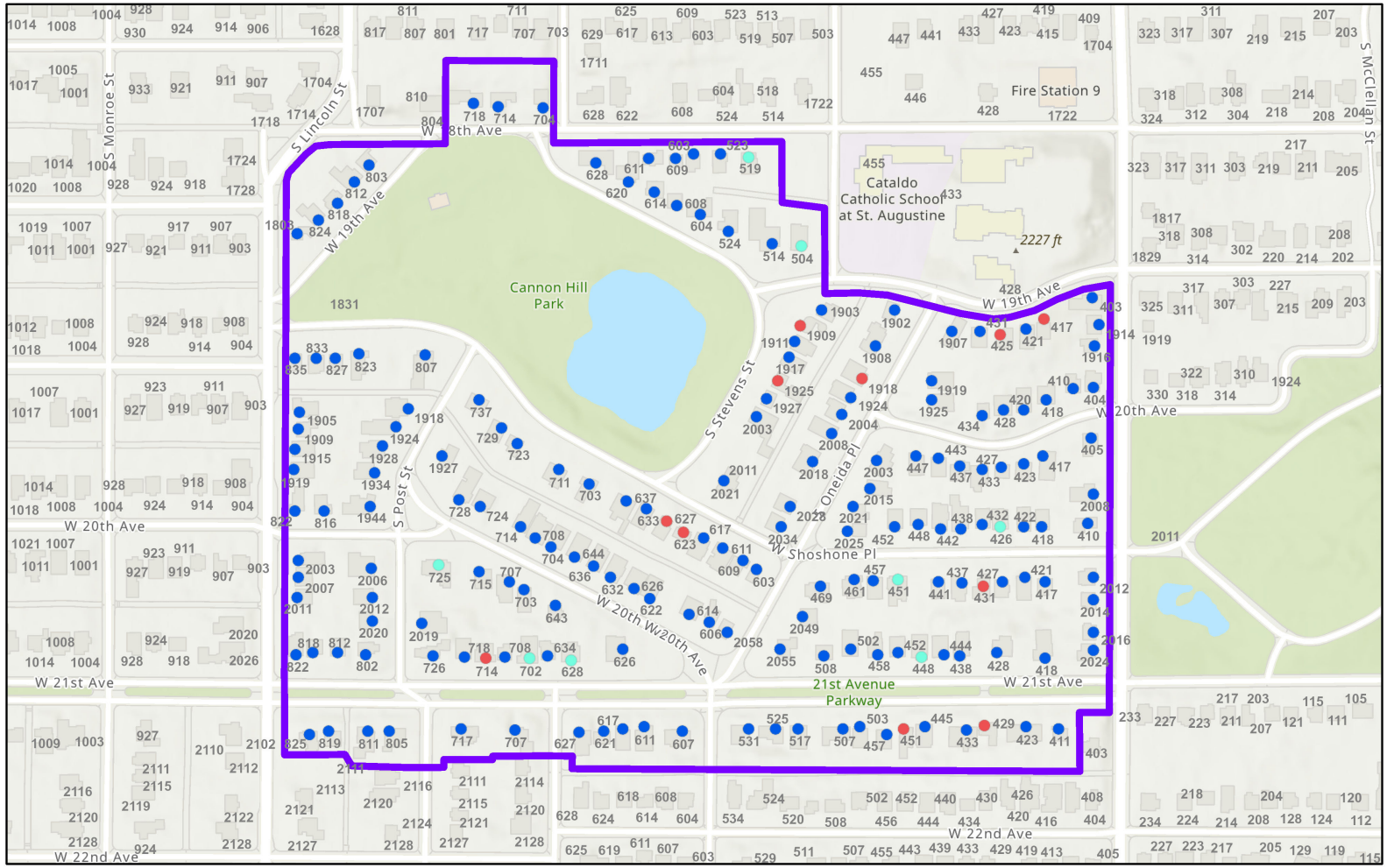
_____
Assistant City Attorney

_____
Date

_____
Effective Date

Map SMC 17D.100.285-M1

Proposed Cannon Hill Park Local Historic District



Map Legend

- Previously Listed on Spokane Register of Historic Places
- Contributing Property to Cannon Hill Park
- Non-Contributing Property to Cannon Hill Park
- Proposed District Boundary

1:5,760

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

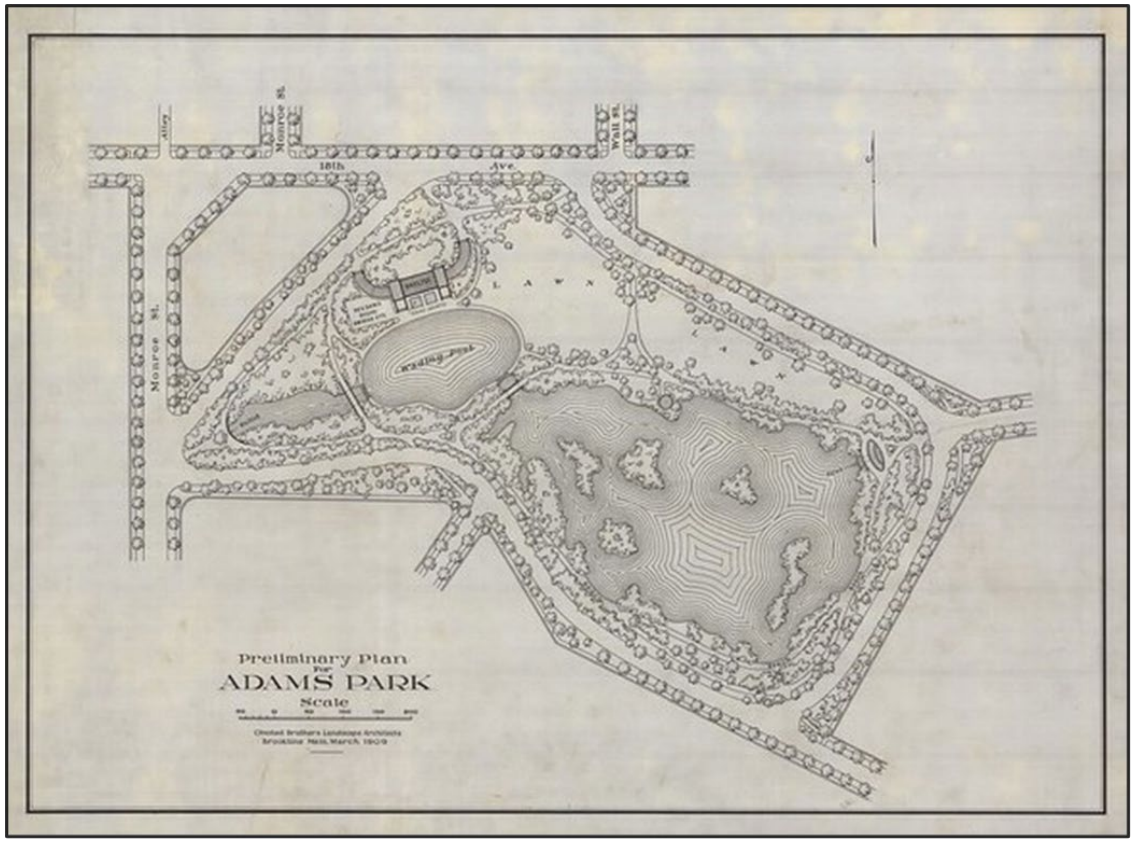
Esri, NASA, NGA, USGS, FEMA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

SMC 17D.100.285 Appendix A

ADOPTED BY THE CITY OF SPOKANE

ADD DATE

Authored by Betsy H. Bradley, Megan Duvall and Nathan South



Adapted from the Cannon Streetcar Suburb Historic District by Megan Duvall, Spokane Historic Preservation Officer
Further adapted for the Cannon Hill Park Historic District by Betsy H. Bradley and Nathan South, district residents

ACKNOWLEDGMENTS

Spokane City Council:

Betsy Wilkerson, City Council President

Jonathan Bingle, District 1

Michael Cathcart, District 1

Paul Dillon, District 2

Shelby Lambdin, District 2

Zack Zappone, District 3

Kitty Klitzke, District 3

Administration:

Megan Duvall, Historic Preservation Officer

Logan Camporeale, Historic Preservation Specialist

Plan Commission:

Jesse Bank - President, Ryan Patterson - Vice President
Greg Francis, Carole Shook, Saundra Neperud, Tim Williams, David Edwards, Amber Lenhart, Jill Yotz, Tyler Tamoush

Historic Landmarks Commission:

Jill-Lynn Nunemaker - Chair, Kenneth "Mac" McCandless - Co-Vice Chair, Cole Taylor - Co-Vice Chair
Timothy Dickerson, Donna Punihaole, Dana Bronson, Elizabeth Wood, Chris Noll, Nicholas Reynolds, Tom Sawyer, Dawn Wynne

Cannon Hill Park Historic District
Design Standards & Guidelines
Summary

The Spokane Historic Preservation Office and Historic Landmarks Commission will use the decision-making frameworks used throughout the United States and locally to assess proposed changes to the exteriors of properties in this historic district. These Design Standards & Guidelines expand on the philosophy stated in the Secretary of Interior's Standards for Rehabilitation and interpret those standards as commonly used for properties listed in the Spokane Historic Register. In many ways, these guidelines recognize and further the type of property stewardship that has long existed in the district.

These guidelines have four important sections:

Explaining Design Review. Chapters 1-3 present the goals, benefits and process involved with design review. They introduce the Certificate of Appropriateness which documents the approval of proposed work on the exterior of buildings.

Guidelines for exterior changes. Listing in the Spokane Historic Register involves a commitment to maintain the historic character of the contributing buildings in the district. This involves a review and approval process for proposed changes to the residences in the district, particularly the street-facing exteriors. The guidelines allow for considerable latitude in making changes on the rear of properties, including the construction of accessory dwelling units.

Criteria for Demolition. A very high percentage of the properties in this district – 94% -- are considered contributing to its historic significance. The Spokane City ordinance allows for the review and avoidance of the demolition of contributing properties and provides specific criteria to consider.

Guidelines for New Construction. These guidelines guide the proponents of new buildings as to how they must be designed to fit into – or be compatible with – the historic streetscapes of the district. The evaluation system that will be used incentivizes the compatibility of the scale of new construction overall, the existing scale of houses to lot sizes, and maintaining the setback and distances between houses.

Contents

Purposes of the Spokane Historic Preservation Program.....6
Spokane Register of Historic Places.....6
Spokane Register Historic Districts.....6
The Cannon Hill Park Historic District.....7
Cannon Hill Park Historic Character Summary.....7
Stewarding the Residential Landscape.....8
CHAPTER 2: USING THESE STANDARDS & GUIDELINES.....9
Certificate of Appropriateness (COA).....9
CHAPTER 3: I WANT TO UNDERSTAND MORE.....12
Design Review as a City Function.....12
How These Guidelines Will be Used.....12
Key Terms and Definitions.....13
Using the Special Valuation Program.....15
Other Benefits for Contributing Properties.....15
Historic Building Rehabilitation.....16
CHAPTER 4: CONTRIBUTING - EXTERIORS.....17
Goals.....17
Historic Character Features.....17
Exterior Wall Materials.....18
CHAPTER 5: CONTRIBUTING - ROOFS.....21
Goals.....21
Historic Character Features.....21
Roofs.....21
Cornices.....22
Existing Dormers.....22
New Dormers.....22
CHAPTER 6: CONTRIBUTING - PORCHES AND ENTRANCES.....23
Goals.....23
Historic Character Features.....23
Porches.....24
Entrances.....25
CHAPTER 7: CONTRIBUTING - WINDOWS.....28
Goals.....28
Historic Character Features.....28
Existing Windows.....29
Window Replacement.....30
Storm Windows.....32
Skylights.....32
CHAPTER 8: PAINT AND USE OF COLOR.....33
Goals.....33
CHAPTER 9: USE OF SUBSTITUTE BUILDING MATERIALS 34
Rehabilitation.....34
CHAPTER 10: LANDSCAPING.....35
Goals.....35
Historic Character Features.....35
Fences.....35
Hardscape.....36
Small Lawn Features.....36
Vegetation and Trees.....36

CHAPTER 11: NEW ELEMENTS: ENERGY, COMMUNICATIONS & UTILITY EQUIPMENT....37
Goals....37
New Element Basics....37
Solar Panels....37
CHAPTER 12: CONTRIBUTING - ADDITIONS....38
Goals....38
Additions....38
Materials and Design for Additions....38
Exterior space additions....38
Garages....38
Storage Sheds, Chicken Coops and Other Sheds....39
Accessory Dwelling Units (ADUs)....39
CHAPTER 13: NON-CONTRIBUTING RESIDENCES....40
Goals....40
CHAPTER 14: DEMOLITION REVIEW CRITERIA....41
CHAPTER 15: NEW CONSTRUCTION....43
Continuum and Compatibility Basics: Context Sensitive Design....43
New Construction Design Review Basics....43
Precedent and Patterns....44
Framework for Compatible Design....46
Framework for Compatible Design in Detail....48
Section 2. Design Component Analysis....49
APPENDIX 1: Glossary of Terms....53
APPENDIX 2: Certificate of Appropriateness (COA) Design Review Requirements....55
APPENDIX 3: Preservation Briefs....58
APPENDIX 4: Historic Preservation Information and Contacts....63

CHAPTER 1: INTRODUCTION

This document constitutes the Design Standards & Guidelines for the Cannon Hill Park Historic District. It is based on the Secretary of Interior's Standards for Rehabilitation which is the approach used to review any work done on the exterior of the property within a Spokane Historic District.

Purposes of the Spokane Historic Preservation Program

The City of Spokane (City) recognizes that the maintenance and preservation of historic landmarks and historic districts benefits all people in Spokane by preserving our City's history and unique culture. The City recognizes, protects, enhances and preserves those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County as a public necessity.

The intent of these efforts is to keep historic buildings in use and the historic character intact through listing on the Spokane Register of Historic Places; incentivize rehabilitation; and review changes to historic properties, as well as demolition and new construction.

Spokane Register of Historic Places

The Spokane Register of Historic Places is our official list of properties that have been designated as significant contributors to the historical development of Spokane. The Register was established by ordinance in both the City and County of Spokane in 1981 and 1982, respectively. These ordinances make the City/County Historic Landmarks Commission (SHLC) responsible for the stewardship of historically and architecturally significant properties.

Eligibility for the Spokane Register is determined by at least one of the following categories:

A. Category A: Those structures that are associated with events that have made a significant contribution to the broad patterns of our local history; or
B. Category B: That are associated with the lives of persons significant in our past; or
C. Category C: That embody the distinctive characteristics of a type, period, or method of construction, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
D. Category D: That have yielded, or may be likely to yield, information important to prehistory or history; or
E. Category E: That represent the culture and heritage of the City of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence or for cultural practices.

An additional eligibility requirement is that the property is 50 years of age or older or have "exceptionally significant" qualities despite their age.

Nominations to the Spokane Register must be accompanied by owner consent. All property types listed in the Spokane Register are subject to design review.

Spokane Register Historic Districts

Historic Districts are one of the property types that can be listed on the Spokane Register. Historic districts are generally areas of the city that residents clearly see represent a time and place of the past due to a concentration of buildings of the same type or from the same time period. Most districts have similar buildings forming consistent streetscapes and commercial buildings or houses built during a time period recognized as a "period of significance." This time period can vary in length from a few years to decades. The nomination document for the Cannon Hill Park Historic District explains its history and period of significance. Construction and major exterior changes within Historic Districts are reviewed by the Spokane Historic Preservation Office (HPO) and sometimes the Spokane Historic Landmarks Commission (SHLC).

The Cannon Hill Park Historic District

The Cannon Hill Park Historic District (CHPHD) is recognized under Category A, as representative of Spokane's history of city planning and development of a designed residential landscape. This designation emphasizes the platted addition as a designed landscape intended to provide a park-like residential setting surrounding Cannon Hill Park and connecting to Manito Park and the W. 21st Avenue boulevard. The character of the entire neighborhood – established by both the buildings and the landscape – is the historic component the designation protects. The properties in Spokane Register Historic Districts are categorized as either "contributing" or "non-contributing" to the significance established in the nomination document.

Since the experience of landscape rather than architectural significance is the historic character the designation of the CHPHD protects, this district uses a streamlined evaluation of these categories. 180 of the 184 buildings erected during the period of significance,1909-1958, are contributing. Four buildings constructed prior to 1958 are non-contributing because they were extensively remodeled. There are a total of 11 non-contributing residences in the district. Indeed, these Design Standards & Guidelines propose to continue the rehabilitation and adaptation of residential properties that has occurred to date.

The most important historic character element of this district is the landscape established by the efforts of Arthur D. Jones & Co. Some of this landscape will remain unchanged: the grading around Cannon Hill Park and the street pattern that differs from the standard grid. Other aspects of it – the historic mature tree shade canopy and the consistent presence of tree-lawn trees that shade sidewalks and streets – is more ephemeral. As in all landscapes, vegetation grows, ages, and eventually reaches the end of its life. Nevertheless, the ideal established for the residential neighborhood can continue to inspire renewal of the vegetation in the cultural landscape. The houses in the landscape and the established patterns of their siting on lots and streetscapes, contribute importantly to this landscape.

Two components of the landscape exist in the public right-of-way and are owned by the city: the city park and planted center portion of the 21st Avenue boulevard. They do not come under the jurisdiction of historic district design review.

Cannon Hill Park Historic Character Summary

The CHPHD is a carefully designed and developer-shaped residential landscape with a park-like setting established in 1909-1910. Platted for residential use only, amid a glut of new plats citywide, this neighborhood went on the market near the end of the heyday of growth, and the district developed slowly over several decades.

Varied residential building types and styles contribute to the vision promoted for the CHPHD with houses of various sizes. The prolonged development of houses results in a continuum of residential designs, scaled to their lots with none dominating a portion of the streetscape. Early and mid-20th century housing dominates the streetscapes. The result of this long period of building out of the district is a balance of continuity and continuum as the landscape elements matured and houses appeared in the landscape.

Key historic characteristics of the district include:

- Dominance of the park-like setting established in 1909-1910 that includes the canopy of street trees providing extensive shade; and blocks and streets that diverge from a regular grid;
- Dwellings set back uniformly within residential landscaping with a variety of vegetation;
- Residential buildings scaled to lot size and similar in the extent of stylistic expression dating from 1909 to 1958;
- The design of each house representing its time of construction; and
- The addition of residential amenities over time, including swimming pools, landscape hardscape, playground features, and gardens.

The CHPHD nomination document includes additional information about the historic landscape character.

Stewarding the Residential Landscape

The continued stewardship of the CHPHD includes several components: avoiding demolition, maintaining the historic character of contributing houses through implementing rehabilitation guidelines and compatible new construction, should that occur.

Demolition Review

The presence of historic, contributing buildings is as important when a district is recognized for its historic significance under Category A as when Category C, architectural significance, is the reason for designation.

The HPO uses a set of demolition review criteria when a property owner proposes building demolition. The review criteria are explained in Chapter 14.

Contributing Residences

Individual residential properties comprise the streetscapes that are the building blocks of the landscape. Recognition of a historic district includes a commitment to retaining historic elements of contributing properties. These standards guide homeowners in maintaining that condition. Changes to residential properties are accommodated when they are located on the least publicly visible portion of properties and when they do not dominate the property or streetscapes. While residential landscaping contributes significantly to the park-like setting of the district, vegetation is not included in design review.

Non-Contributing Residences

Proposed changes to non-contributing buildings are acceptable if they do not introduce elements that are visually intrusive. Non-contributing properties are still subject to a Certificate of Appropriateness, however, these changes are most likely to be reviewed by Historic Preservation staff rather than the full Spokane Historic Landmarks Commission.

New Construction

The existing dwellings in the CHPHD establish the pattern of a continuum of residential design and the use of materials traditionally associated with residential construction. New construction should maintain the street-orientation of contributing properties and continue the pattern of front and side lawns and vegetation. Certain types of urban residences, such as structures built along the front sidewalk, have no precedents in the district and would not be compatible with the established streetscapes.

CHAPTER 2: USING THESE STANDARDS & GUIDELINES

The overall goal of these CHPHD Historic District Standards and Design Standards & Guidelines is to maintain the historic character of the designed landscape. The Historic Preservation Office (HPO) administers these standards and guidelines as part of the approval process for issuing a Certificate of Appropriateness (COA) for exterior projects.

In particular, the guidelines should be used to:

- Continue maintenance of existing district homes and avoiding demolition.
- Make design decisions that reinforce rather than diminish the vibrant and varied character of the neighborhood.
- Plan work that meets the spirit of rehabilitation and maintains historic materials and design elements.
- Plan maintenance and repair work that prolongs the life of historic elements.
- Plan improvements so that they remain contributing to and compatible within the district and meet current needs.
- Plan the design of new residences so they are compatible with the historic streetscapes.

This document uses terms and statements that indicate which projects are likely or not likely to be approved.

- Recognize: conveys approaches to understanding and keeping historic character.
- Plan, Locate, Position, Design: use this guidance for work that is likely to be approved.
- Keep, Retain, Maintain: do not remove historic character features and materials.
- Repair, Replicate, Replace: if necessary, take such action.
- Avoid: unlikely to be approved.

Certificate of Appropriateness (COA)

Under the provisions of the Spokane Municipal Code 17D.100, the Spokane Historic Landmarks Commission (SHLC), through the HPO, is directed to issue Certificates of Appropriateness (COA). The HPO, and possibly the SHLC, completes a “design review” for a COA in utilizing this Design Standards & Guideline document. A chart showing common types of proposed work and the requirement for a COA is included in Appendix 2.

Certificates of Appropriateness (COAs) are required for:

- Any work that affects the exterior of a contributing property
- Street-facing exterior of a non-contributing property
- New construction and additions
- Demolition

The Certificate of Appropriateness (COA) documents both the application for and the approval of proposed work on a property. A COA states that the nature of the work is appropriate; it complies with historic district standards and guidelines.

- A COA must be received before a City building permit can be issued.
- A COA must be issued before work is started.
- A COA must cover all proposed work.
- A COA approves specific materials and work, which will be specified on the document and through associated plans and documents.

Some work that affects the historic character does not require a City building permit but may need a COA.

This type of work includes:

- Installing a front door
- Installing new porch railings
- Replacing historic features with replicas in composite materials

Tips for Receiving a COA

1. Review the Cannon Hill Park Historic District Standards and Guidelines applicable to your project.
2. Understand the intent to maintain historic character and to avoid visible exterior remodeling.
3. Plan a project with reference to the standards and guidelines.
4. Consult with the HPO to clarify questions and be prepared to supply material samples if requested.
5. Start work only after receipt of a COA and/or building permit.
6. Post the COA with other permits.
7. If the project must be modified, consult with the HPO to see if a revised COA is needed.

When is a Certificate of Appropriateness (COA) Needed?

Note: This is not an exhaustive list. Please see the appropriate sections of this document for more detail. See Appendix 2 for the COA Requirements.

When in doubt, contact the Historic Preservation Office to confirm if Design Review and a COA is necessary.

- Changes affecting visible and semi-visible exterior of contributing homes (see below regarding “Visibility”)
- Changes affecting façade of non-contributing homes
- Paint non-painted exterior materials (such as brick or stone)
- Replace front door
- Replace windows
- Replace roof
- Install solar panels
- Replace siding
- Install fence in front yard or highly visible areas
- Construct addition
- Construct or replace porch
- Remove any features, including historic landscape features (e.g. stone retaining walls)

No Certificate of Appropriateness Needed

- Interior work
- Work considered to be maintenance
- Install vegetation
- Re-paint already painted exterior materials
- Install new sidewalk
- Install sculpture, fountain, small artistic elements to the yard
- Install porch lighting and fans
- Install exterior lighting fixtures
- Changes affecting minimally visible exteriors of contributing homes considered to be private (see Figure 1: Levels of Visibility)
- Changes to or construction of accessory dwelling units (ADUs) or garages if not street facing and not attached to the residence

Maintenance

Property owners are encouraged to maintain buildings in good condition and can do such work without applying for a COA, even if the work may require a City building permit.

- Tuck-pointing masonry
- Repair or replacement of gutters or downspouts
- Painting wood or metal elements and previously painted masonry
- Repair, but not total replacement, of existing retaining walls, fences, steps, stoops, porches, decks or awnings
- Repair or replacement of a flat roof that cannot be seen from the street.

The following work is NOT considered to be maintenance and would require a COA:

- Installing new materials to conceal damage, such as using coil stock to cover deteriorated trim elements
- Extending or constructing new exterior elements.

Enforcement and Violations

The Historic Preservation Office will issue a Stop Work Order when it becomes aware of (major) work being undertaken without a Certificate of Appropriateness. At that time, the property owner must submit an application for a COA. The HPO will issue a Violation Notice when it becomes aware of (major) work completed without a COA – even if the work meets these Design Standards & Guidelines. At that time, the property owner must submit an application for a COA.

CHAPTER 3: I WANT TO UNDERSTAND MORE

Design Review as a City Function

In reviewing proposed work for COAs, the SHLC is mandated to use prescribed standards based upon the Secretary of Interior's Standards (SMC 17D.100.210.D-6). For CHPHD reviews, SHLC will use as its "Standards" as the framework established in this Design Standards & Guidelines document. In the event of new construction the SHLC will use the New Construction Guidelines in this document..

The guidelines that follow will provide additional guidance for property owner decision making, as well as for HPO and SHLC when issuing COAs.

How These Guidelines Will be Used

These guidelines have been adopted as part of a City Ordinance establishing the Cannon Hill Park Historic District. The SHLC has long used the Secretary of the Interior's Standards for Rehabilitation for reviewing projects and issuing COAs. The guidelines in this document are intended to help expand and further articulate how the SHLC will use the standards when reviewing properties for COAs in the CHPHD.

The Historic Preservation Office (HPO) will apply the guidelines to COA applications for the 180 contributing residences in the district. and, as noted, portions of them apply to the 11 non-contributing properties.

The HPO will apply the framework of these Design Standards & Guidelines to review work that occurs on the street facing façade of the non-contributing building.

The SHLC and HPO staff are directed, under Section 17D.100 of the Municipal Code, to review the proposed demolition of properties within the boundaries of Spokane Register Historic Districts. The code provides criteria for consideration and this document provides additional factors to be considered in demolition review within the Cannon Hill Park Historic District.

The SHLC reviews all new construction in Spokane Register Historic Districts based on the standards presented in these guidelines. While there are few opportunities for new construction, each project is expected to be highly compatible, based on these guidelines, and thus blend into the residential landscape.

The SHLC recommends each district's design standards and guidelines to the City Council for adoption and then interprets and applies them in a fair and consistent manner. The SHLC is committed to use them with flexibility and to make defensible judgments when reviewing applications in order to arrive at solutions that are appropriate for each individual instance. The SHLC has the opportunity and responsibility to consider exceptions to the standards. The SHLC holds the position that an approval of a proposal is property- specific and that it is not establishing precedent when it approves an alternative solution for meeting the intent of rehabilitation.

When work is reviewed

The property owner, and/or agent, is the only person who may propose work on buildings in the historic district. Historic District designation is not a basis for the City of Spokane Historic Preservation Office, Building Inspector, or neighborhood residents to ask or demand that an owner undertake work on a historic property.

Key Terms and Definitions

Historic Character

This term is used to refer to the district as an entity, as well as each property within it, as it contributes to the historic character of the CHPHD Historic District. This character is established by numerous small elements that convey authenticity, use of materials, building designs and adaptation to changing residential patterns. Together they establish a sense of place – a place different from other neighborhoods in Spokane and other cities.

Rehabilitation

Rehabilitation is a broad type of work that maintains and prepares a building for future use while maintaining its historic character. Work often incorporates updating interior components, correction of deferred maintenance, and making small changes that increase the functionality and amenities of the property. Rehabilitation is a flexible and functional approach to work on contributing properties and provides the framework for these guidelines.

Visibility

Visibility is considered carefully in historic districts in terms of maintaining visual historic character.

Highly Visible: Elements that are visible and easily seen from the sidewalk are highly visible. Highly visible elements establish character and distinguish one building from another. They are on street-facing façades and the front portion of side facades when there is a generous side yard.

Minimally Visible: Elements that are technically visible – but seen from oblique angles or at a distance from the sidewalk – are minimally visible and do not affect the historic character of a property or the district. Often one cannot determine the material or details of minimally visible elements. For these reasons, replacement materials and minor changes are appropriate when minimally visible. Minimally visible locations overlap with the private portion of a residential property.

Private: Areas behind the house and to the rear of the sides that are difficult or impossible to see from the street. For corner properties, there is usually one obvious “rear” side of the building. Even though it is visible from the street, this portion of the building and its yard is considered to be a private portion of the property. Home owners are free to make changes within private areas without using the historic district Design Standards & Guidelines.

Visually Intrusive: Some elements are visually intrusive because they call undue attention to themselves, seem obviously added to a property, change the emphasis of the visible character, or dominate views of buildings and streetscapes. One of the goals of these guidelines is to avoid the addition of visually intrusive elements in the district.

The following figure provides a visual example of the two levels of visibility to be used when planning stewardship projects.

Figure 1: Levels of Visibility

KEY: Highly Visible Minimally Visible Private

Using the Special Valuation Program

The Special Valuation Program is an important benefit of rehabilitating a contributing property in the Cannon Hill Park Historic District. The program provides a means to reduce property taxes for 10 years after rehabilitation work has been completed.

Carefully review the information at http://www.historicspokane.org/incentives and contact the Spokane Historic Preservation Office if you are interested in using this program.

Program Basics

- Approved rehabilitation costs of a contributing property in the district are deducted from the property's assessed value, reducing its property taxes for ten years. This tax reduction begins two years after approval of a Special Valuation application.
- Rehabilitation costs must total 25% or more of the assessed value of the structure (not the land) prior to rehabilitation.
- Work must be completed within the 24-month period prior to application to the County Assessor's Office. For instance, if an application were submitted in March of 2025, the two year period would be from March 1, 2023 through March 31, 2025.

Other Benefits for Contributing Properties

- Façade Improvement Grants: The HPO administers a grant program to provide up to $5000 in matching funds for the improvement of the street-facing façades of contributing properties in historic districts.
- Non-Conforming Uses: The owner of a contributing property may request a permit from the Hearing Examiner for a non-conforming use.
- Building Code Relief: Local building code enforcement officers may grant relief from the City building code requirements that affect historic features of a building such as railing heights on a historic porch.

Historic Building Rehabilitation

The following Secretary of the Interior's Standards for Rehabilitation are the widely accepted philosophy for the rehabilitation of buildings. Understanding the Standards, and associated guidance from the National Park Service, is especially critical for homeowners planning to use the Special Valuation Program.

Secretary of the Interior's Standards for Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archaeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations or related new construction will not destroy historic materials, features and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

CHAPTER 4: CONTRIBUTING - EXTERIORS

Goals

- Retain historic materials, when present, particularly those in highly visible locations.
- Repair and replace only damaged or deteriorated elements, as their condition is often varied due to location and exposure.
- Keep protective coatings – paint and stain – intact and use caulking to keep water out.
- Avoid applying “technical fixes” or waterproofing coatings and masonry paint due to problems they can introduce instead repair and maintain using traditional techniques.
- Avoid remodeling a building by replacing exterior wall materials with other kinds of materials and/or using incompatible finishes.
- Replace materials if historic material cannot be retained and repaired. Use a material that appears to be historic. This means a paintable siding (vinyl siding is not paintable) for wood siding and finished materials in general.

Historic Character Features

- Above-grade foundation materials – basalt, granite or concrete – that convey times of construction and styles of buildings.
- Exterior wall materials that convey architectural style.
- Stone and brick masonry.
- Exterior portions of chimneys, both form and material.

Walls

- Maintain historic character through exposed, well maintained materials in highly-visible locations.
- Avoid coating of foundation materials rather than repairing and maintaining them.
- Repair and replace only damaged areas of exterior siding materials.
- Retain historic character of exterior elements, including chimneys.
- Use appropriate replacement materials
- Avoid obviously imitative and substitutes used after the building was constructed.
- Avoid installation of intrusive elements.

Foundations

- Maintain mortar to protect stone foundations.
- Repoint foundations as needed with mortar appropriate for that location and replicating the style, texture and color of the historic mortar.
- Maintain concrete foundations in their original condition and unpainted.
- Address problems before applying a parging coat, if necessary, to a concrete foundation, and maintain the natural concrete color and texture to replicate its original character.
- Avoid applying parging coats or swaths of mortar over masonry rather than repairing brick and stone.
- Avoid introducing non-traditional stone and brick colors to foundations through parging and painting.
- Maintain historic materials unconcealed and repaired on the façade of the building.
- Replace materials in poor condition or already replaced on side and rear elevations.

Raised foundation/basement features

- Maintain window openings and sash in raised basements.
- Avoid use of glass block in basement windows on public, highly-visible facades.
- Add egress windows at minimally visible locations.
- Design basement access stairs to be unobtrusive.
- Avoid regrading to create a walk-out basement in a visible location.
- Maintain window openings; install grilles or block from the interior.

- Address safety and egress issues with windows, doors and stairs where needed with minimum visibility.

Exterior Wall Materials

Non-Masonry

- Maintain exterior wall materials including trim elements: corner boards, fascia boards, trim pieces.
- Repair damaged sections in-kind by replicating the dimensions, material and finish of the historic element.
- Consider in-kind replacement materials, if necessary.
- Replicate the dimensions, design and finish of materials and reveal: how much you can see – of wood siding and shingles.
- Consider replicating the material, particularly at highly visible and eye-level locations, where it is easy to see what the material is.
- Consider non-historic materials if they replicate dimensions and finish of the historic materials and, for wood alternatives, they can be painted.
- Select materials that do not attempt to imitate wood grain, as wood grain is usually concealed with finishes when applied to the exterior of buildings.
- Install replacement materials to maintain the same relationship to window frames and other trim elements to avoid non-historic appearing flat facades. This may require the removal of existing materials.
- Use non-historic paintable materials to replicate wood siding in less visible areas.

Masonry

- Plan repointing projects to replicate the mortar in kind and not change the character of the masonry.
- Use recommended mortar type for type of material and exposure.
- Avoid eye-catching repointing using poorly matched mortar.
- Employ experienced masons who can prepare joints, match and mix mortar, and replicate the style of mortar placement.
- Maintain historic stucco and avoid repairs with non-stucco materials such as caulking.
- Avoid replacing stucco with imitative layered material that required seams.
- Replicate texture when repairing sections of stucco.

Figure 2:This residence displays three exterior materials above a stone foundation: lapped siding on the first story, board-and-batten siding on the second story, and half timbering at the attic level.
634 W 21st Avenue

Masonry Basics

- Masonry consists of solid units – brick, stone, or terra cotta – and mortar that joins the units.
- Mortar is both a technical and design element of a masonry wall.

- Mortar is the weaker, more porous component and allows moisture to move out of the building.
- The color, texture, and placement, the style of the mortar, are part of the historic character of masonry.
- Stucco is also considered a masonry material as it is a mixture of water, sand, lime, and Portland cement that is applied wet to a backing and dries in place.
- Portland cement mortar is not appropriate for historic masonry elements because it is too hard and may damage the structure over time.

Refer to Preservation Brief 2: Repointing Mortar Joints in Historic Masonry Buildings for technical guidance

Chimneys

- Recognize that exterior chimneys are historic character features of exterior walls.
- Maintain materials of exterior chimneys as other masonry elements, exposed and in good condition.
- Remove a chimney below roof height if it is in a non- or minimally-visible location, in poor condition and not needed for a furnace.

Half-Timbering

- Recognize half-timbered walls as assemblies of wood boards embedded into stucco areas that may require frequent maintenance.
- Maintain the historic pattern and dimensions of wood elements and perhaps uneven surface.
- Use paint to maintain the pattern of different materials and textures rather than one color of paint.
- Maintain historic texture and color of stucco.
- Replicate if necessary, in paintable materials, design, dimensions, color and finish.

Figure 3: This bungalow displays half-timbering on the gable face and cedar-shingles on the dormer walls.
703 W 20th Avenue

Non-Historic and Replacement Materials

- Avoid installation of non-historic materials that would be considered remodeling.
- Avoid redesigning by installing different historic materials that might have been used.
- Avoid using replacement materials that attempt to imitate traditional ones and that have non-traditional textures.
- Use materials that can be sized to replicate historic dimensions and that can be painted.
- Select materials for the public, highly-visible façade and all visible and minimally-visible facades that are not vinyl or applied in the manner that vinyl siding is applied with moldings that keep the siding in place.
- Use the closest available replacement material applied in a similar manner to historic material. For example, cement board siding applied horizontally to recreate horizontal wood siding.
- Use replacement materials on minimally-visible locations while maintaining historic ones on the highly visible portions; use paint to minimize differences.
- Avoid remodeling or updating through exterior material choices.

Other Exterior Elements

- Recognize that small elements attached to walls, such as lighting fixtures, may not be historic features but can be intrusive if not traditional in design and materials.
- Mount lighting fixtures in ways that limit damage to exterior wall material.
- Use traditional gutters and downspouts to convey water from the roof.
- Locate downspouts in their original locations or around the corner from the street-facing façade on the side wall.
- Use traditional lighting elements in visible locations and modern fixtures in less visible locations.

Figure 4: This bungalow has rough-textured clinker brick on the first story and stucco walls on the second.

Figure 5: This bungalow is clad with cedar shingles above a cut-stone foundation.
457 Shoshone Place

CHAPTER 5: CONTRIBUTING - ROOFS

Goals

- Maintain the historic character features of the original roof form and materials.
- Avoid remodeling buildings with the use of roof materials different from those of the original.
- Preserve the historic character of chimneys.
- Retain historic character of smaller roof elements, including exposed rafters and purlins, braces, cornices, and treatment of overhanging eaves.
- Avoid installation of intrusive roof elements such as skylights in highly visible areas.

Historic Character Features

- Roof shape, pitch and materials reflect the building type, and time of construction
- Complex roof forms generally are covered with one consistent roof material.
- Chimneys often have design features: corbeling, panels and decorative “chimney pots.”
- Recognize that some chimneys that rise from the roof are historic character features.
- Parapets edging flat roofs often have elements conveying the style of the building.
- Refer to Preservation Brief 4: Roofing for Historic Buildings

Roofs

- When possible, retain the historic materials, particularly those on highly visible locations.
- Repair and replace only damaged elements of unusual roofing materials, including clay tile, metal, and slate.
- Maintain and repair roof edging and eave elements and replace missing elements in-kind.
- When repair and limited reconstruction is necessary, re-create the form, height, corbeling, paneling and other character features of roof chimneys.

Figure 6: This Mission-Revival cottage with stucco walls has a complex gabled roofline cad with clay tile.
606 W 20th Avenue

- Avoid remodeling residences with the installation of novelty or brightly colored roof coverings.
- Plan to use Architectural Shingles with more depth and texture similar to historic wood and slate shingles on roofs with large expanses of roof that are part of the character of the house if those materials were used historically.
- Plan to use conventional asphalt shingles in a neutral color on roofs whose surfaces are not important design elements.
- Treat standard chimneys in minimally visible locations as important functional elements and maintain in good condition.
- Maintain materials of chimneys as other masonry elements, exposed and in good condition.

Eaves of Sloped Roofs

- Retain all combined functional and ornamental elements of the eaves area: the underside of overhanging roofs, exposed rafter tails and purlin ends, brackets, assembly of trim boards called an entablature, and projecting elements

as components of architectural style and historic character features.
- Avoid concealing deteriorated elements with thin sheet metal called “panning” or aluminum stock coil material. Instead, address deteriorated material and the cause of deterioration.
- Use existing elements as the sources for replacing missing ones in design, dimensions, and likely in material, although cast composite elements might be appropriate to use at the second story and above.
- Avoid redesigning architectural elements in these areas with the use of mass-produced elements that are not near replicas to historic elements.

Cornices

- Retain projecting cornices and all of their elements as important components of architectural style.
- Use existing elements as the sources for replacing missing elements in design, dimensions, and material, although cast composite elements might be appropriate to use at the second story and above.

Existing Dormers

- Retain visible components of dormers: walls, windows, small architectural elements and roofing as historic character.
- Retain dormer eave design
- Retain any special windows in dormers.
- Retain contrasting wall material for dormer walls, if present in the historic building, and avoid applying roofing materials to dormer walls.
- Retain dormer roof shape .
- Follow guidance for window replacement standards for dormer windows.
- Discuss whether dormer windows above the second story may be classified as not highly visible, depending on the distance from the street.
- Consider dormer windows in non-street-facing facades as minimally-visible or not-visible.
- Select dormer windows for conversion to egress points in least visible areas of the building and make minimal changes needed for egress.

Figure 7: This English/Craftsman residence has several gabled roofs, including a roof dormer and porch steps roof, with angled brackets at the wide eaves.
2015 S. Oneida Place

New Dormers

- Plan to add new dormers to the uppermost story in non visible and minimally-visible areas.
- Avoid planning new dormers for street-facing, highly visible roof slopes.
- Select dormer siding and roofing materials to allow them to blend in with the historic elements of the house.
- Select window shapes and configurations that are traditionally used in dormers and that fill most of the dormer outward-facing wall.

CHAPTER 6: CONTRIBUTING - PORCHES AND ENTRANCES

Goals

- Maintain all intact historic porches and entrances as they are historic character features.
- Consider recreating as open porches those that have been removed or enclosed, as open porches were common in the district.
- Maintain historic materials at this highly-visible portion of houses.
- Avoid the remodeling of entrances and porches by removing them, enclosing them, or adding them where they did not historically exist.
- Porches have a standard set of features that determine their character and should not be altered:
    - Depth, width and height of the covered area
    - Location of steps
    - Foundation material supporting the floor
    - Elements between the floor and the roof: posts and railings
    - Porch roof shape and material
- Use traditional porch materials for the type and style of the house when replacing a porch
- Design the scale of the porch appropriately for the house and consider sheltering the entrance.

Historic Character Features

The entrance to a residential property is always a historic character feature. It establishes or reinforces the style of the building and often uses high-quality materials that are experienced at and near eye level.

The entrance sequence for single-family houses in the CHPHD often includes a porch and an entrance.

- The porch, like a stoop, provides physical access to the entrance. Porch features include the design and materials of: steps, foundation, floor, balustrades, posts or columns; frieze below porch roof edge; and porch roof shape and materials.
- The entrance is where one enters the house. Entrance features include: surround (framing) design and materials; side and upper windows design and materials, and door design and materials.
- Porch railings were common in some porch designs and were omitted in others. Historic porch railings were lower than modern, prefabricated ones that are often 36” in height.
- Wood porch elements are often original character-defining features but are also exposed to the elements. When maintenance has been intermittent, changes throughout CHPHD have included replacement with masonry, other wood elements, boxed-in square columns, or columns of composite materials.
- Porch railings historically were wood, stone or cast stone, and porch walls at railing height were brick or stone.

Figure 8: This bungalow porch has brick knee walls framing steps and serving as closed balustrade walls. Square wood posts support a lintel with a decorative dentil course. Brackets support the overhanging eaves of the porch roof. The wide door flanked by narrow windows is the entrance.

Porches

Refer to Preservation Brief 45: Preserving Historic Wooden Porches

- Retain the historic components and materials of a porch, when present, if possible.
- Repair and replace only very deteriorated and damaged elements, retaining historic material when possible as condition is often varied due to location and exposure.
- Keep porch elements' protective coatings – paint and stain – intact and use caulking to keep water out.

Figure 9: This full-façade porch has full-height octagonal columns supporting its shed roof. Brackets at the eaves and a shallow shed-roof to deflect rain from the upper level windows with original sash.

- Avoid the permanent installation of vinyl panels – solid or with clear panels – to enclose a porch unless the panels can be rolled and stored in a not-visible position

Porch Railing

- Substitute materials may be acceptable in porch railings if the dimensions and design are appropriate for the building.
- Maintain the original design of porch railings as they were integral to the porch design.
- Consider using cast stone porch balusters to replace deteriorated stone balusters of similar design and the same dimensions.
- Porch Railing Building Code Requirements: When the porch floor is less than 30” above grade, there is no requirement for a handrail or a handrail of a specific height.
- If a handrail is required, consider how to maintain historic handrail height and add an additional, little-noticed railing above it to meet code requirements or contact the SHPO to see if code relief may be obtained.
- Avoid taller porch railings as they alter the proportions of the design (unless required by code).
- Delay purchasing mass-produced railings and columns until after the issuance of a Certificate of Appropriateness.
- Consider using composite materials to replace wood porch railings if they will receive paint.

Recreating a Porch

- Use Historic Sanborn Fire Insurance maps that show the size of historic porches.
- Recreate a porch floor at its original height, if it has been removed, by using evidence on the building
- Copy a porch design from a nearby house that has the same style and size of porch.
- Use available millwork components or brick masonry to complete a simplified version of a porch appropriate for, and of the same size as, the historic porch.
- Create a porch space of historic size with neutral, unobtrusive components with the emphasis on recreating the porch space.
- Try to use tongue-and-groove flooring to help a recreated porch to complement the historic house.
- Be restrained with the use of millwork on a new porch as it will all have to be painted.

Porch Floor and Steps

- Maintain traditional material in place for porch steps: stone, brick and concrete.

- Replace irreparable stone steps in kind or with neutral concrete steps.
- Maintain the historic configuration of steps.
- Maintain the handrail location or add handrails at the sides of steps.
- Maintain a slight slope of porch floors for water runoff.
- Replace partial or entire individual pieces of tongue-and groove porch flooring as needed and maintain as much historic material as possible.
- Keep the wood floor and steps painted and use sand in paint or non-slip material on steps.
- Keep concrete flooring uncoated to avoid trapping moisture under waterproof coatings.

Porch Posts

- Repair wood porch posts or columns with small wood Dutchmen repairs and use epoxy to strengthen wood and keep painted.
- Select replacement posts or columns to replicate height, use of bases and caps, as well as form and style of original posts, if possible.
- Masonry posts and post bases
    - Keep original materials in place and repoint as needed.
    - Maintain original aesthetic and technical components of mortar.
    - Keep masonry unpainted to maintain and expose historic character materials in highly visible areas.

Porch Ceiling

- Keep wood ceilings, often tongue-and-groove, painted or varnished.
- Maintain moldings and decorative trim elements at ceiling and entablature areas to keep historic materials exposed near eye level.
- Avoid installing overlay materials (metal or vinyl) that conceal historic materials and trap moisture.

Porch Amenities

Porch lighting, porch swings and fans do not require review or a Certificate of Appropriateness.

Sun Porches and Second-Story Sleeping Porches

- Retain the traditional design of sun porches that have windows that are entire or partial window walls: use sash of one size; use a combination of operable and fixed units if desired; and avoid calling undue attention to the area.
- Retain the original design of sleeping porches on second stories that usually have consistent windows filling the upper walls above a low solid wall.
- Consider retaining portions of porches enclosed with windows as sun porches as an historic alteration.
- Select replacement windows for sun and sleeping porches that are appropriate for the style of the house and nature of the porch, using the Windows section of this document.

Entrances

Remember that you need a building permit and a COA for replacing a front door and jamb.

- Keep all entrance elements rather than remove some, or add some, for a door of a different size.
- Select storm and screen doors to be appropriate for the style and age of the house and door.
- Retain all historic elements of an entrance – framing and decorative components, windows if any, and door – as historic character features.
- Retain historic doors, refinished if necessary, and re-glazed with clear glass if necessary.
- Retain decorative narrow side windows and transom or fan windows above doors as the framing, size, and decorative glazing are difficult to replicate.
- Avoid new doors of a different style than the originals. Select a replacement door, if needed, in the appropriate

style and with the appropriate extent of glazing for the age and style of the building.

- Avoid mass-produced or pre-hung door that cannot be used in historic opening sizes.
- Avoid removal of decorative wood framing elements and side windows.
- Avoid use of glass blocks in an entrance assembly to replace window sash.

Figure 11: This Colonial Revival cottage has an entrance surround and inset front door approached by a two-step stoop. W 21st Ave

Figure 10: A portion of the concrete stoop of this brick English cottage is sheltered by a gable-roofed exterior vestibule. The arch of the door is echoed in the arch of the vestibule form. W 21st Ave

Figure 12: A roofed section of the driveway – a porte cochere – completes the entrance components of this bungalow. Stairs to the porch rise from the driveway as well as the front walk. Shoshone Place

Figure 13: "View balconies" at the second-story levels of English/Craftsman residences and bungalows are another type of porch-like element in the district. Usually shallow, and perhaps recessed as this one is, these features had a balustrade and were accessed by doors from the interior. W 20th Avenue

CHAPTER 7: CONTRIBUTING - WINDOWS

Goals

- Maintain the historic character of all windows in contributing buildings, particularly those in the special window category due to their distinct historic design and materials.
- Avoid diminishing historic character and authenticity through the use of non-traditional window materials and windows of the wrong size for the opening.
- Maintain building fenestration, pattern of windows, with no additions or subtractions, except in minimally-visible and private locations.
- Recognize that windows are one of the most important architectural features of a building and are a character element.
- Avoid replacing windows for energy conservation, as that is not necessary to control heat loss and there are other, more effective means to control heat loss.
- Recognize that windows are experienced from the interior and exterior of the buildings and are a quality-of-life factor
- There are a range of options for addressing poorly functioning windows and while retain and repair is an ideal option, it may not be the solution that some property owners face.
- Maintaining and repairing historic windows on highly visible locations and using other windows on less visible locations is an option.
- All special windows in these locations will be retained and repaired.
- Replacement windows on the facade must meet a majority of these conditions: no change to window opening size; historic material, and historic operation (double-hung, casement)

Historic Character Features

- Historic windows have several characteristics:
    - Windows are openings of particular size and orientation vertically or horizontally.
    - Window openings have frames that hold the sash in position and moldings that conceal the joints between sash and siding.
    - Frames have dimensions relating to the size of the opening and operation of the sash.
    - Moldings, including wood “brick molding,” have profiles that add shadows, depth, and interest to historic façades.
- The window sash itself has various characteristics:
    - Material
    - Dimensions and amount of glazing
    - Configuration (number of sash in an opening and divisions in the glass)
    - Operation: hung, casement, fixed, awning

Window Terminology

Special window: units that have decorative muntin patterns; leaded glass; etched, opaque and colored glass; curved glass.

Standard window: units that are common, basic glass held in a simple wood frame.

Muntins: narrow strips of wood that hold small panes of glass that may be decorative or simple.

Mullions: wider divisions, usually wood, that separate each sash in a grouped sash assembly.

Light: the pane of glass held by muntins that are often counted to describe windows, as in “one-over-one” or “six-over-one”

Operation: refers to various ways to open windows, as in sliding up a hung sash, pushing casement sash out to the side, and pushing out a lever to open awning sash.

Historic Window Design

- Windows are divided into small sections of panes – lights – by wood or metal muntins.
- Specific patterns of muntins are closely aligned with some architectural styles and are hence design elements.
- Windows with decorative muntin designs are “special windows” and should be maintained as they are difficult and expensive to replicate.
- Muntins provide depth of profiles and shadow lines: historic character.
- Simulated divided lights with snap-in or sandwiched grids do not replicate historic character.

Figure 14: The historic windows with grouped windows separated by mullions and small panes defined by narrow muntins further the Colonial-Revival style of this residence. Dormers have arched window heads and curved muntins. Shoshone Place

Visibility Matters

- Windows are important building elements positioned at and near eye-level.
- When windows are highly visible, as on a public street-facing façade, the material of the windows can be perceived: try to replicate the material of the historic sash as well as other design elements.

When windows are minimally visible and standard in design, replicate the size, operation and configuration of historic sash; alternative materials can be used, and dimensions do not have to be as close to the original.

Ways to reduce heat loss at windows:

- Use historically appropriate exterior storm windows
- Seal all cracks around window frames that allow air and heat to leak out with caulking and weather-stripping
- Use interior curtains or install interior storm windows
- Explore whether double-glazed standard sash could be installed in existing window frames

Existing Windows

Refer to Preservation Brief 9: The Repair of Historic Wood Windows

- Retain historic wood sash windows as a high-quality, well performing material that cannot be replaced in kind as new wood is not as strong and durable.
- Repair damaged sections of window sash and framing elements.

Figure 15: Historic French doors and multi-pane casement windows are fitted with storm sash.
W 21st Ave

Window Replacement

Highly visible locations

- Plan to replicate character features of the entire window and its sash.
    - Retain historic size and shape of the opening.
    - Select windows that fill the opening without making it smaller.
    - Select windows that do not require a second set of framing elements as this reduces glazed area.
    - Retain window moldings as significant historic character features that can be repaired.
- Replicate any special windows so that it matches the historic window in design, size, operation, configuration, materials, and dimensions.
- For wood windows use:
    - Wood
    - Metal clad wood
    - Composite materials that replicate historic sash and can be painted
- For metal windows use: Iron or aluminum
- Avoid using vinyl windows. The limitations of vinyl windows in meeting historic district standards:
    - Vinyl sash does not replicate the dimensions of the taller bottom rail, has a flat appearance, often has meeting rails that do not meet, and true divided light designs are not available.
    - Simulated muntins placed on the interior of the glass are not appropriate as they do not have the same appearance.
- Avoid converting a door to a window or a window to a door as this alters historic character.
- Replicate any molding that covers the joint between the window and wall with millwork that replicates the historic molding on the building or is a reasonably close alternative design suitable for the style of the building.
- Select window sashes that replicate the characteristics of the historic:
    - Select a similar size of the overall window as well as components: top rail, bottom rail, side rails and muntins so that glazed area is very close to what it was historically.
    - Select sash that has the frame dimension patterns of historic sash, such as taller bottom rails for hung windows and casement sash.
    - Select sash with the same configuration: number of sash in a group and number of lights in a sash.
    - Select sash that has the same operation – how a window is opened – or, if fixed, appears to have the same operation.
- Consider sash replacement only and retain and reuse window frames and any brick molding.
- Select windows made from:
    - Wood
    - Metal clad wood

Figure 16: Window sash in this 1949 residence includes a picture window flanked by casement sash with horizontal muntins, sash that appears in a bank of four windows above.
Oneida Place

- Composite materials that can be painted

Minimally visible locations:

- Select windows made from:
  - Wood
  - Metal clad wood
  - Composite materials that can be painted
  - Vinyl

Non-visible locations:

Windows can be replaced and are not reviewed for COA.

- Windows can be of any material, configuration, and operation.
- Openings may be enlarged; openings may be blocked.
- Doors may be converted to windows and windows to doors.

Note: Historic houses were built with one type of window sash and therefore materials were consistent from room to room. While these standards allow for the use of sash of replacement materials in minimally visible areas, different kinds of window materials on the interior may not be visually pleasing.

New Window Openings in Highly-Visible and Minimally-Visible Locations

- Avoid disrupting historic fenestration with the addition of new windows.
- In some cases, a new window can be added to appear to be part of the historic arrangement of openings on a building side.

Blocking and Changing Window Openings

- Plan to maintain all window openings in highly visible and visible areas.
- Windows in visible areas may be shortened in height from the bottom to accommodate a kitchen layout.
- Plan blocking window openings and changing the size of windows carefully in minimally visible areas

Figure 17: The fenestration of this façade features grouped windows with an elaborate surround below a view balcony with a door flanked with sidelights.
W 21st Ave

Storm Windows

- Consider retaining existing storm sash.
- Select configurations of storm sash that replicate that of the window sash – with a framing element in the location of a meeting rail or mullion of casement sash.
- Consider using removable interior storm windows.

Skylights

- Avoid adding skylight openings in street-facing sloped roofs, both main and secondary roofs.
- Position skylights in minimally visible or not visible portions of the main roof.

CHAPTER 8: PAINT AND USE OF COLOR

A COA is not required when painting:

- Wood siding and trim
- Wood substitute materials that are typically painted
- Stucco
- Painted metal elements, such as porch railings

A COA is required for painting unpainted surfaces such as masonry or stone.

Goals

- Allow property owners to paint traditionally-painted materials in colors they select.
- Avoid the painting of masonry materials – brick, stone, terra cotta, cast stone – that should not be painted for both technical and historic character reasons.

Paint and Color Historic Character Features

- Historically, paint color was derived from mineral pigments and these natural, earth-toned colors remained in common use in the built environment.
- Many cities do not review and approve paint colors used for painted portions of buildings. The HPO is adopting this practice for the CHPHD, although individually listed properties on the Spokane Register do go through paint color review.
- Retaining the inherent color of masonry materials exposed and unpainted is critical as they are historic character features and can be harmed by the application of paint and other coatings.
- Use the correct type of exterior paint for the material to be painted.

Paint, Stain and Coating Tips

- Consider using consolidating materials such as epoxy and water-proofing coatings only on material that is in active deterioration, and then, with caution, as such coatings can trap moisture and create laminated sections of materials causing more damage.
- Plan to repair cracks and apply paint on stucco rather than an additional layer of plaster or mortar, called parging.
- Traditional paint colors are derived from mineral pigments, natural materials.
- Historic paint catalogs present small samples of these colors and are good references.
    - The Northwest Museum of Arts and Culture archives has a set of historic paint color samples in a Dutch Boy Paint publication (ca. 1929).
    - The Sherwin Williams Company's Exterior Historic Colors are appropriate for many buildings, particularly those built in the 1910s-1930s.

CHAPTER 9: USE OF SUBSTITUTE BUILDING MATERIALS

The term substitute materials is used to describe building materials that have the potential to match the appear-ance, physical properties, and related attributes of historic materials well enough to make them alternatives for use when historic materials require replacement.

Compelling reasons to use a substitute material instead of the historic material include the unavailability or poor performance of the historic material, or environmental pressures or code-driven requirements that necessitate a change in material. Substitute materials can be cost-effective, permit the ac-curate visual duplication of historic materials, and provide improved durability.

If necessary, choose substitute materials that match the appearance of the historic material.

Consider carefully the physical properties of both the historic and substitute materials

Consider the performance of the substitute material over time, its proven durability, and continued availability.

Refer to Preservation Brief 16: The Use of Substitute Materials on Historic Building Exteriors

Rehabilitation

- When considered for use on historic buildings, composite materials of various types must be evaluated in terms of:
    - Ability to be cast, extruded, and stamped to replicate historic elements in design and dimensions
    - Ability to have a finish that does not have a shine, false grain or other texture, or other characteristics that readily identify it as a non-traditional material
- Avoid the use of composite materials used for elements of porches that must be installed with visible brackets, rather than by the traditional inset joints of wood elements.
- Consider composite materials only if they can be painted and installed without visible joints, are of appropriate design and dimensions, and in consultation with HPO staff.
- Finishes (typically paint) have a smooth, not-textured finish.

CHAPTER 10: LANDSCAPING

Goals

- Maintain the landscape character of the district and avoid introducing intrusive elements.
- Maintain the experience of a mature tree canopy shading public sidewalks and trees planted in residential landscaping.
- Maintain the historic pattern of curb cuts and driveways as secondary elements of residential properties and streetscapes.
- Maintain traditional ratios of vegetation to buildings to paved areas with the use of narrow driveways and no large off-street parking areas.
- Add pavement or change yard material in the smallest areas that meet the needs for the change.

Historic Character Features

- The historic landscape incorporates a mature tree canopy and other plantings that provide variety in vegetation and shade for people and enhances the experience of walking in the neighborhood.
- On-premises walks connect public sidewalks and entrances.
- Single-family houses provide for automobiles with curb cuts, narrow driveways and garages.
- Broad swathes of yard extend between facades to the street curb, uninterrupted by side fences and seldom by plantings.
- Fences are seldom present in front yards or to mark side yards; Fences are limited to rear yards or enclosing side yards for corner properties.

Figure 18: This property's landscaping includes a series of arbor structures; choices like this are acceptable in the residential landscaping.
W 21st Avenue

Fences

- Avoid fencing front yards.
- Plan fence projects in compliance with the City of Spokane's Fences Residential Zoning guide.
- When street facing, plan open fencing no higher than 42" height in line with or behind the front of the residence.
- Plan for 6-foot privacy fencing at the lot perimeter behind the public façade of the house.
- Consider traditional materials for walls and fencing in the historic district: masonry walls; masonry pier and metal panel fences; metal fences; and wood privacy fencing.
- Avoid use of imitative materials such as shiny vinyl as inauthentic components of the historic district and limit their use to minimally visible and not visible locations.

Figure 19: New side yard fencing was placed to extend from the façade of the house and keep the front yard unfenced.
Oneida Place

Hardscape

- Keep and maintain historic hardscape features in highly visible areas, in particular stone retaining walls
- Keep and maintain the traditional ratio of paved on-premises paths and building to lawn and vegetated areas.
- Use traditional materials for on-premises sidewalks and hardscape. Use concrete unless there is evidence of brick or stone paving.
- Plan to locate new exterior hardscape amenities, such as patios, pools, water features, pergolas, and gazebos on side yards and more private locations of the property.
- Avoid using hardscape design to create an inauthentic historic feature.
- Reduce or limit on-premises paving with impervious materials.
- Installation of a broad range of residential amenities and landscaping elements that are removable or easily reversible.

Small Lawn Features

- Installation of sculpture, fountains, and other artistic elements do not require a Certificate of Appropriateness.

Vegetation and Trees

- Changes to vegetation do not require a Certificate of Appropriateness.

Note:

Over 100-year-old trees are a critical part of what makes the Cannon Hill Park Historic District such a historic and beautiful place. While changes to trees do not require a design review or COA, the City must be notified of any major tree work or removal of trees. Home owners are encouraged to take care of the trees on their property. The established trees, such as the Ponderosa Pines (aka Ball Pines), will provide shade and beauty for hundreds of years.

The City of Spokane Urban Forestry department has many resources. Its information includes watering and planting guides, as well as an approved list of species for planting in the tree lawn.

https://my.spokanecity.org/urbanforestry/

The Spokane Conservation District is a great resource for tree care and has arborists on staff who can answer questions.

https://spokanecd.org/pages/community-forestry

CHAPTER 11: NEW ELEMENTS: ENERGY, COMMUNICATIONS & UTILITY EQUIPMENT

Goals

- Afford possibilities for incorporating new elements and amenities.
- Recognize that features such as solar panels, communication and utility elements can be technically visible in historic districts without intruding on its overall historic landscape character.
- Balance competing goals of retaining historic character with the presence of features that represent other environmental interests.

New Element Basics

- Consider the degree of visibility and placement when planning to install new elements (e.g. satellite dishes) in historic districts.
- Many utility and infrastructure elements are hardly noticed or “seen” over time unless they are atypical, add a new pattern of elements, or call attention to themselves.
- Visibility is not the only consideration for utility-like elements.
- New elements are not eligible for Special Valuation benefits.

Solar Panels

- Consider solar panel installation on rear-sloping roofs or the rear portion of side-facing roofs. Avoid street-sloping roofs and porch and dormer roofs. Use garage roofs if possible.
- Place panels on flat roofs.
- Use rectangular forms for grouped panels.
- Install panels as close to and parallel to a roof slope.
- Avoid side-yard solar panel installations.
- Ensure panels can be removed and the structure returned to its original configuration.

CHAPTER 12: CONTRIBUTING - ADDITIONS

Goals

- Maintain the historic character of the streetscape by ensuring that its original plan and massing are evident.
- Maintain the historic portion of the home as dominant in perceptions of the property through the use of secondary additions.
- Provide guidance for the design of additions that balance both compatibility and differentiation.
- Provide guidance for the design of replacement or new exterior access staircases.
- Provide guidance for the siting and design of new garages.

Additions

- Plan additions to be minimally visible to a contributing property.
- The most important determinations of appropriateness for new additions are: location and scale.
- Design and materials can increase or decrease the appropriateness of an addition.

Location and Scale for Additions

- Plan an addition to be located in a private or minimally visible area.
- Locate side additions at the rear of the building, leaving the front third of the original wall exposed.
- Design an addition at a scale that is secondary to the historic home and lower in height and smaller in footprint.
- Plan an addition's massing to avoid significant contrast.
- Avoid introducing nontraditional materials in visible areas of the addition.
- Consider common traditional extensions of historic residences, such as sun porches and sleeping porches on the second story, as the inspiration for the design of additions.

Materials and Design for Additions

- Design an addition where the design is compatible rather than differentiated if most of it is visible.
- Design an addition in materials that replicate, or are similar to, those of the historic building. Consider slight differences, such as the exposure of lapped siding or brick color or texture.
- Consider using a simplified version of the style of the historic building for an addition.
- Consider varying the grouping of windows of similar scale to provide compatibility but not introducing significantly different fenestration in visible areas.

Exterior space additions

- Plan for new decks, porches, balconies, pools, and other amenities to be located in private and minimally visible areas.
    - Plan for these types of additions to not be visible to avoid the need for design and materials review.
    - Plan for the review of exterior additions that are minimally visible in terms of scale, location and materials.

Garages

Note: Changes to garages do not require a COA unless they are attached to the residence or are street facing. New garages that do not touch the primary residence can be constructed without review by Historic Preservation. The below list can be used for design guidance.

- Maintain historic garages that contribute to the historic character of the property.
- Site new free-standing garages at the rear of the property or behind the residence.
- Site attached garages to the rear, non-visible portion of a historic home. Garages that are attached to a contributing historic home will be treated as an addition.

- Site a garage so that no more than two garage bays are visible from the street.
- Design a garage as a traditional, one-story non-intrusive building with a gable roof, single siding material, garage doors, people door, and windows.
- Design a garage with occupiable space on the upper level to be in scale with lot, sited as other garages, and compatible with the primary residential building on the property. Follow the Scale, Massing, Height guidelines from Chapter 15: New Construction.
- Use one of these approaches:
    - Maintain height and scale of an historic two-story carriage house but avoid replicating aspects of the main building
    - Design the building to be perceived as a contemporary garage with an apartment above.
    - Consider using a simplified treatment of the historic style of the main house using roof type, materials and color to minimize intrusiveness.

Storage Sheds, Chicken Coops and Other Sheds

- Locate in a private or minimally visible area.

Accessory Dwelling Units (ADUs)

Note: Changes to accessory dwelling units do not require a COA unless they are attached to the residence or are street facing. New ADUs located behind the primary residence and not attached to the house do not need to be reviewed. The below list can be used for design guidance.

- Site new building at the least visible portion of the property to not impact the historic streetscape.
- Design the building to be in scale with the lot and compatible with, yet secondary to, the home.
- Follow the Scale, Massing, Height guidelines from Chapter 15: New Construction.

CHAPTER 13: NON-CONTRIBUTING RESIDENCES

Goals

- Keep non-contributing dwellings as recognizable elements of the continuum of residential buildings and as compatible elements in the historic district.
- Provide owners of non-contributing buildings some options without increasing the visual presence of such buildings in the district.
- Avoid the partial remodeling of non-contributing buildings to maintain cohesiveness in design and use of materials.

Continuity and Continuum

- Non-contributing buildings in the CHPHD tend to be in their original condition in terms of design and materials.
- These buildings tend to be compatible with the historic, contributing buildings in the district due to their siting, scale and materials.
- Owners can choose to retain these buildings as designed, update them, or replace them as they do not contribute to the historic significance of the district.
- Proposed changes to non-contributing residences will be compatible if they do not introduce elements that are visually intrusive.

Figure 20: The house at 1909 S Stevens Street was constructed in 1985 and is considered to be non-contributing due to its construction outside of the Period of Significance.

CHAPTER 14: DEMOLITION REVIEW CRITERIA

Demolition of Entire Buildings

City of Spokane SMC 17D.100.220 requires the SHLC to consider the following factors when reviewing an application for demolition. This following expands on the criteria in terms of the historic continuity and continuum of the landscape character and significance of the CHPHD:

1. The historic importance of the property

The CHPHD nomination states that the district is eligible under Category A, Community Planning and Development, as a designed residential landscape. The nomination categorizes properties as contributing and non-contributing based on dates of construction before and after 1958, the end of the period of significance. The district nomination emphasizes that the park-like landscape and residences scaled to lot size and designed per prevailing architectural preferences that establish the character and continuity for the landscape. While each building contributes to the experienced landscape, the overall streetscapes and landscapes convey the character of the district. The broad categories of contributing and non-contributing are the starting points for the consideration of the importance of each property, or existing residence.

By definition, non-contributing properties are officially not part of the district's historic character and are not protected from demolition. That said, they embody building materials and energy, are compatible with the district's landscape, and in the CHPHD are not intrusive in scale, materials, or general presence in the landscape.

An individual contributing property built during the period of significance contributes to the streetscape of the CHPHD. The historic pattern of residential development in Spokane includes long periods of building-out residential additions and hence there is no decrease in significance for houses built during the later decades of the period of significance. In a similar manner, house size is not proportionate to historic importance in this district.

The character of the CHPHD relies on the variety of house sizes and styles. It is difficult to develop a credible argument that any of the contributing buildings in the historic district are not important to its character and continuity of the architectural styles in the landscape.

Authenticity and historic character in the district are in danger of being lost one building at a time because of demolition. The point of the historic district designation is to limit this type of loss.

2. The nature of the redevelopment which is planned for the property

While each contributing building has comparable historic significance in terms of demolition, this criterion requires the consideration of the subsequent use of the property if a contributing building were to be demolished. The broad zoning changes in Spokane adopted in 2023 make it possible to build a variety of multiple-family dwellings in the CHPHD. Non-contributing properties in this district are isolated and consequently assembling parcels large enough to redevelop with multi-family residential use will be limited. More common will be the rare demolition on a single lot of limited scale.

If redevelopment of the site is proposed, that development project should be presented prior to or at the same time as approval of demolition is requested. The replacement building(s) must be in the "highly-compatible" category (as determined through the Compatibility in Design Scorecard; see Appendix I), in order to minimize the loss of historic character in the district as a whole. When a project is rated only as "compatible", the redevelopment project may not justify approval of demolition.

3. The condition of the existing structure

The difference between deferred exterior maintenance and structural soundness will be considered. While the City identifies

several conditions for Substandard Buildings, that code enforcement program notes conditions to be addressed. Such necessary work is not evidence that a contributing building must be demolished. There is always the option to rehabilitate a substandard building.

At the time of designation, the dwellings in the CHPHD were, as a rule, in sound condition and in good repair. The practice of deferring maintenance so a building becomes deteriorated and unsound is known as “demolition by neglect.” Taking such steps and then proposing necessary demolition on those grounds is not credible as an argument for demolition.

Conditions that merit serious consideration for the demolition of contributing buildings in CHPHD include damage by fire, due to storm and falling tree damage, ground shifting and collapse, and similar unexpected circumstances.

When a building is determined to be a threat to life and safety, the Building Official or Fire Marshall will order demolition, no matter the status of the building in the historic district.

4. The effect on the surrounding neighborhood of the planned replacement use

The adoption of the CHPHD is a land use agreement that the existing buildings – with 94% percent of homes contributing – will remain standing and in residential use. When a residence must be replaced or an owner desires to replace a non-contributing building, the property owner is able to build “missing-middle” scale multi-family dwelling units. The expectation for compatible new construction entails expectations for such new residential buildings be scaled to the lot size existing in the district. The historic district designation is not at odds with this zoning.

5. The overall effect of the proposed redevelopment.

This criteria recognizes that redevelopment has an effect on the neighborhood character and the elements of the neighborhood’s urban design. As previously noted, redevelopment that is not highly compatible with the district at all levels of analysis, would not contribute to or maintain the historic character and continuity of the historic district. Such proposals do not provide a compelling reason for demolition or approval of the proposed new construction. Other aspects of redevelopment would also affect the larger patterns of the district and should be avoided. These include any vacating of streets and alleys, the assembly of significantly larger parcels than existing within the district, and any variance in terms of existing residential zoning.

6. Any proposed mitigation measures.

The SHLC will take into consideration any mitigation measures proposed by the applicant which may include salvaging significant architectural features of the structure after properly documenting the building before demolition

CHAPTER 15: NEW CONSTRUCTION

Design review of new construction in historic districts has a particular goal: new buildings must be designed to fit into – or be compatible with – the historic streetscapes of the district. Because the ”sense of place” is a characteristic of an historic district, how that environment changes with new construction matters because it is a permanent change to the district. The presence of residences in the CHPHD built over time establishes a continuum of residential design that new construction should be considered to be part of. The goals of new construction are the continuum of compatible design at the size and scale that is appropriate for this district.

Continuum and Compatibility Basics: Context Sensitive Design

The field of historic preservation has long used the concept of “context sensitive design” but uses the term “compatible.” Designing for a specific site within the historic district allows for compatible new construction in one spot that may not be suitable for another site within the district. Architects will need to think carefully about how the new building fits in with the immediate surroundings as well as the neighborhood as a whole.

This concept of compatibility is spelled out in the National Park Service’s Secretary of Interior’s Standards for the Treatment of Historic Properties. That set of standards includes The Standards for Rehabilitation that are the basis for the CHPHD Design Standards and Guidelines. This guidance uses the term “compatible” in both the technical sense – as in not introducing incompatible materials – as well as in the visual terms like massing, scale and set back. The guidance notes that compatibility can be achieved with various design solutions.

It is important to note that “compatibility” is not “comparability.” Compatibility can be defined in terms of the absence of conflict; in more casual and visual terms, it can mean being a good neighbor in that a building “fits in.” Comparability is a very close state of compatibility, in that the two things have enough in common that they can be compared meaningfully. The common phrase “don’t compare apples to oranges” refers to real differences. Apples are not oranges, but they are compatible in the fruit bowl. Compatibility may incorporate comparability – which in the built environment can include some form of replication.

Approximately 5% of the properties within the CHPHD are non-contributing and these properties could be redeveloped. The built environment in the historic district will change over time, but the historic, contributing buildings will continue to provide the underlying historic continuity for the district.

In order to encourage creative design solutions within the Cannon Hill Park Historic District, a design framework and compatibility scoresheet created for other districts will be used. This approach is open-ended rather than prescriptive. In a nutshell, we are not going to tell you how to design a building for the district. There are no requirements for flat roofs or pitched roofs – but if the surrounding buildings all have pitched roofs, the new building will score higher if a pitched roof is incorporated into the design. The framework for context-sensitive new construction is firmly grounded in compatible contemporary design: design that is clearly of the 21st century and doesn’t try to fool the viewer into thinking that it might be historic, but at the same time, it still fits into the historic district as compatible design.

The overarching goal of this framework for new construction is that new buildings in the district will not diminish the historic character of the neighborhood, or district, as a whole. Compatible, context-sensitive design avoids that effect. In this way, the changing residential patterns of Spokane’s residents will continue to be met.

This framework – which constitutes the standards for new construction – has a different format and way of use than traditional historic district standards and guidelines.

New Construction Design Review Basics

The consideration of compatible new construction is based on these concepts:

- The streetscapes of the historic district, in this district with buildings placed within a park-like landscape, are the main resource that will be considered, and no building will be approved that is visually intrusive.
- The nature of context-sensitive, compatible design means that a proposal approved for one location will not automatically be compatible and appropriate in another location.
- Each proposal will be considered for its specific location only. There should be no expectation that a proposal approved for one location will be approved for another site in the district.
- Contemporary design can be compatible within a historic district and provides an authentic continuum of architectural design.
- While energy conservation and durability attributes are important to consider for materials used for new construction, these reasons alone will not likely be reasons for finding materials compatible.

The importance of ensuring new construction in a historic district is compatible means that the SHLC will review and approve proposals at a monthly commission meeting with a public hearing where members of the public will be able to comment on proposals.

Precedent and Patterns

The CHPHD has a park-like landscape with prominent tree canopy that unites streetscapes composed of residential properties built over several decades. Houses are carefully scaled to lot size so each property has a similar setting and there are strong patterns in scale, siting, design, and use of materials that provide context for the design of new buildings. A continuum of architectural design present in the district suggests that contemporary residential design is appropriate. Multi-family dwellings scaled to lot size can also be compatible. See the “Scale, Massing and Height” guidelines for more information.

Design Strategies

There are several broad strategies for the design of infill buildings, or new construction, in historic districts:

A new building could:

1. Replication of historic buildings in design and materials is one approach. This strategy has been popular because people enjoy, for example, Craftsman bungalows. Using replication design avoids the discussion of contemporary designs as compatible.

   Criticisms of replication include creating a false sense of history and appearance of the replicas in the streetscape. With the use of modern construction methods and the high cost of construction, property owners often select a simplified example to copy. Decisions based on cost and simplification diminish the ability of a new building to appear “historic” in design. Even so, there are instances where a replica design strategy is appropriate, perhaps in an intact historic streetscape with only one location available for new construction.

2. Abstract Reference: The strategy of making an abstract reference to historic examples, or context, in the design of a new building can result in a range of solutions. A new building could have an abstract, yet obvious visual reference to buildings in the setting. Buildings with abstract references to a historic context may be appropriate in a streetscape with several non-contributing buildings.

3. Juxtaposition as a design strategy results in buildings that are intended to have little relationship with their historic context and stand out noticeably in a streetscape. This is the most difficult strategy to be successful within historic districts because it is difficult to see the new building as visually compatible with historic buildings. Even so, a small building in a location that has buildings of various ages and sizes may be an appropriate place to use design juxtaposition.

4. Invention Within: A fourth design strategy is recommended for most new buildings in the CHPHD. This is an "invention within" approach – one that clearly references common building types and/or building types in the district without duplicating them. Instead, these designs incorporate historic forms and details and "reinvents" them to seem more contemporary. Another way to think about this type of design is "traditional with a twist," to be "of its time" rather than a replica or standard design.

   An example is a porch on a new building that had a slightly different form than was common historically with modern posts and railing designs. Another type of reinvention would be to use the massing of a large single-family home for a duplex or triplex and reinvent porch and entrance locations and detailing to indicate the number of units within.

Figure 22: The condominium townhouse development in Browne's Addition could be considered "Invention within" – the buildings match other nearby structures in scale and massing.

Figure 20: The house at 4 W 18th Ave built 2023 with traditional residential forms and materials. The setback matches the existing homes.

Figure 21: This is multi-family building near on lower South Hill is set back and has a volume similar to the neighboring older multi-family buildings.

For more information on these design strategies, see:

Sense of Place: Design Guidelines for Historic Districts (2007) Philadelphia. http://www.preservationalliance.com/publications/SenseofPlace_final.pdf

Steven W. Semes, *The Future of the Past: A Conservation Ethic for Architecture, Urbanism and Historic Preservation*. 2009.

Framework for Compatible Design

Historic District Basics

The historic district itself is the resource being protected and new buildings must not have a negative effect on the historic character of the district. The streetscape creates the historic character and the basis of compatibility. For this reason, emphasis will be placed on the publicly visible portions of new buildings.

The analysis of the context includes the blockfront in which the building site is located and the one across the street. One experiences the district while moving through the facing blockfronts and they provide both the variety and continuity of the historic district.

Compatibility in design is a visual characteristic. Compatible design is an achievable design challenge that requires some comparability. Height, color, materials, and use of materials all matter and shall be carefully considered.

Using the Framework

The following sets of directives under each section of the Framework for Compatible Design correspond directly with the Compatibility of Design Scoresheet that Commission members and others will use to assess the compatibility of the proposed design.

Rather than be stated requirements, these directives suggest ways that compatible, context-sensitive design can be achieved. The directives are not a checklist or prescriptive set of standards to be met with each project. The architect is free to choose from among the elements that will ensure compatibility while introducing some differentiation.

Using the Scoresheet

Values signifying the importance of the factor in achieving a compatible design have been assigned.

Scorers should enter a low value, zero or one, if the goal is not met and one of the higher values to indicate that the designer has used this factor successfully in the design. Some directives, such as building setback, gain the full score if the criteria is met or receive a zero if not met. These directives do not have a “middle ground”.

The right column is a place to indicate the total points the scorer gave to a section of the scoresheet in contrast to the total amount possible. For instance, in the Context Compatibility section, one could score a 3 for the Character Area, 2 for Facing Block fronts and 2 for Adjacent Buildings to indicate that the building does not have the strongest sense of compatibility for its location. A total of 7 out of 15 possible points indicates that this aspect of context sensitive design has not been a focus for the designer.

Once all the sections are scored, totals for Parts I and II can be compared. One proposal may score higher in context and urban form than in design components, and vice versa. Each total can be categorized as compatible or incompatible.

Finally, the overall score is assessed. A careful review of the score will indicate areas where a design could be altered to be more compatible.

Process: Using the Framework and Scoresheet to Consider New Construction

Several, if not all, members of the commission and the HPO staff will score proposed buildings and the scores will be compared. The HPO will use this feedback in conversations about the project with applicants, who will alter the design to increase its compatibility score as they see fit. A subsequent design will then be scored and discussed.

The HPO and the applicant will determine when a project is ready to be presented to the Commission for a public hearing and approval. The HPO’s report on the proposed building will include information on how it was scored. Members of the public will be expected to make comments about the appropriateness of the

project in its location in terms of the Framework for Compatible Design.

The goals of this process include:

- Keeping the building design with the designer and avoiding design-by-committee.
- Providing broad categories of urban design and design factors for comment and review.
- Providing a transparent evaluation process for applicants and district residents.

Tips for Success

- Pay attention to this framework to avoid project delays and unrealistic expectations.
- Note that some aspects of new designs are incentivized with additional scoring points.
- Be prepared to discuss your project with the Historic Preservation Officer and Historic Landmarks Commission members in terms of this framework.
- Do not search for uncommon elements to justify what is proposed.
- Use the request for compatible design as one that spurs creativity rather than one with limitations.
- Respect the efforts of the residents of Cannon Hill Park neighborhood who worked to establish the historic district.

Framework for Compatible Design in Detail

Section 1: Context and Urban Form Analysis

Project Location Analysis

Use three tiers for the context analysis for new construction:

1. The character-defining aspects of the historic district:
    a. Analyze patterns and unifying aspects
    b. Note how diversity is present and absent
2. Facing block fronts of building site:
    a. Analyze building types and patterns of location on both block fronts
    b. Diagram setbacks and spacing to insure compatibility
    c. Depict streetscapes as elevations and in plan to note height, materials, and site access for vehicles
3. Adjacent buildings:
    a. Establish compatible setback and height
    b. With elevations indicate floor heights and entrances
    c. Window placement

Form Analysis

Compatibility in the form and design of a new building within the CHPHD relies primarily on the following factors. Design choices to provide compatibility are listed for each factor.

Streetscape factors: Siting and Setback

- Site buildings to hold common setbacks from the public sidewalks to maintain the historic character of the district.
- Avoid encroachment on the public sidewalk with a shallow front lawn or no lawn as these patterns do not exist.
- Use similar relationships between a building and lot size, known as lot coverage
- Keep a common rhythm of building placement and distance between buildings
- Place the ground story at an elevation common for the blockfront
- Do not use unnecessary terraces to raise the lawn above adjacent ones or excavation to create walk-out basements
- Orient buildings and human access to the street while providing provision for automobiles at the rear of the property with a narrow driveway.

Scale, Massing, Height

Scale

- Design to maintain compatibility in scale – the combined effects of footprint and height, as compared to other homes on the block.
- Both the height and the footprint of new homes are important for compatibility in scale.
- The new building footprint should be no larger than 125% of the previous footprint, should be located on or within the previous footprint, and maintain or increase spacing between neighboring homes.

Massing

- Incorporate vertical and horizontal plane breaks in massing as the means for subtle modulation of form, to minimize scale, and as the point for a change in materials.
- Use inset and projecting balconies and porches to provide semi-private exterior space.
- Use massing that finds a balance between an unmodulated box and too much variation.
- Use pitched roofs over usable space, not only as false fronts or accent points.

Height

- New construction heights in the CHPHD district will be reviewed for compatibility based on the specific site.
- Avoid significant differences in height of closely positioned buildings by proposing no more than a one-story difference.
- Use some stepping up to the maximum height to limit the visual and privacy effects of a height difference.
- Avoid proposing large footprint, one-story homes.

- Consider the effects of hillside locations and height on down-hill neighboring sites.
- Use comparable floor heights so that windows and other horizontal elements on all stories have some visual consistency in the streetscape.

Explaining Plane Breaks

This term refers to shifts in the planes of wall surfaces. A vertical plane break occurs when a vertical element is introduced. Examples include a bay window projecting from the main wall or vertical elements used to break up a long facade.

A horizontal plane break occurs when the plane is broken parallel to the ground. An example is when a second story overhangs or is set back from the first story. Several Arts and Crafts style homes include horizontal plane breaks with materials and textures.

Provision for automobiles

- Provide access via minimal curb access and narrow driveways to parking at the rear or side of the lot.
- Limit paved areas to the minimum required for access and parking.
- Use alleys where present for access to garages and avoid new driveways.

Section 2. Design Component Analysis

General: Orientation, Design Quality, Presence

- Orient the building to the street with visible human entrances and windows facing the street; position side entrances near the façade.
- Consider the overall presence of the building in the streetscape and its balance of compatibility and differentiation.
- Design a building based on intended use to avoid a false sense of history, e.g. new homes should appear as such as opposed to appearing like industrial lofts.
- Ensure a building does not use differentiation or overly complex design to call undue attention to itself and create a lack of visual harmony in the streetscape.
- Use a level of detail in massing, façade design, and use of color comparable to nearby historic homes.
- Pay sufficient attention to 360-degree design beyond the façade by continuing use of materials or introducing complementing materials, continuing some design elements, and avoiding blank or barely developed side walls.

Use of façade materials

- Use the same materials as the historic buildings in the district.
- Use materials with small variations, such as siding width.
- Use materials in the same manner as used on historic buildings, i.e. place wood siding in a traditional horizontal position rather than on the diagonal.
- Maintain a hierarchy of primary and secondary materials with primary material consisting of 70% of the façade.
- Use constructional logic in use of materials with lighter materials above heavier ones.
- Change materials only at vertical plane breaks or horizontal story breaks, or for projecting bays.
- Use primary materials on all facades of a building or follow the historic pattern of brick buildings that have less expensive brick on the elevations and rear facades than the face brick on the façade.
- Avoid materials traditionally not used on residential buildings, such as those considered to be appropriate for industrial or commercial building use.

Use of secondary façade materials and accent materials:

- Use the “rule of five” to avoid too many materials and visual clutter
- Use material of similar perceived quality as historic materials and avoid low-cost imitative materials that lack quality and endurance.

- Start with three materials for walls, windows and roof.
- Use no more than two additional materials: a second wall material or accent material in railings or porch elements.
- Use the same materials as the historic buildings in the district
- Use vertical plane and story breaks as locations for material changes.
- Use high-quality accent materials.
- Use materials for windows of the same quality as the rest of the materials.

Traditional Building Materials:

- *Brick veneer*
- *Lapped siding*
- *Stucco*

Traditional Accent Materials:

- *Limestone, basalt, granite*
- *Brick*
- *Textured and colored stucco*
- *Architectural metals*

Use of Color

- Use primary materials with traditional mineral-based colors.
- Use color in the manner used in historic buildings:
    - One dominant color, or with carefully selected colors as seen in some brick buildings
    - Non-traditional colors used primarily as accents
- Use color of similar value and saturation of permanent materials (brick and stone)

Façade design

- Use elements of similar scale as buildings in facing block fronts context.
- Use level of detail similar to buildings in facing block fronts context.
- Avoid copying historic styles.
- Avoid combining elements from different styles and creating a collage effect.
- Use constructional logic in dimensions of elements.
- Use fenestration logic based on the interior plan.
- Avoid eccentricity in fenestration.

Use traditional approach to entrance design:

Place individual entrances in multi-family buildings oriented to the street and clearly evident as the main entrance to each unit.

Place entrances into a building with multiple units oriented to the street and be clearly evident as the main entrance for residents and visitors.

Use design principles to keep entrances in scale with the human body and the building.

Basics: Architectural Design

- Incorporate traditional architectural design principles.
- Design with order and unity in visual aspects of the design.
    - Use proportion and rhythm to establish pleasing relationships.
    - Design with visual hierarchy in massing and
    - fenestration.
    - Use symmetry or asymmetry to establish balance
- Consider proportions
    - Design with consideration to relationships of the parts to each other and to the whole.
    - Design so the visual relationship between all parts is harmonious and in scale.
- Consider proximity
    - Design so that building elements that are close together complement each other rather than compete for attention.
- Strive for coherence
- Design to avoid too many textures, shapes, colors and other characteristics that are perceived as non-similar and introduce jarring visual clutter or “busy-ness.”

Recognizing the Effort to Provide Compatibility

The Compatibility of Design Scoresheet includes opportunities to score additional points for compatibility:

- Some designs convey extra attention to the immediate context yet are contemporary in design.
- Sometimes a design does not meet all expectations, but feels “right” for the location. It is very difficult to articulate all of the possible ways a proposed design may be appropriate for the district - so the option is left open for something that had not been considered at the time these guidelines were created to meet compatibility.

Incentivizing Compatibility Within the district

The consideration of compatible, context-sensitive design is incentivized, based on context in each district. These factors are incentivized in the scoring of compatibility for the CHPHD that are based on dominant patterns in the streetscape:

- Response to context
- Footprint <125% of previous footprint, maintain spacing between adjacent homes
- Maintains setback and spacing between houses
- Building scaled to the lot size

COMPATIBILITY OF DESIGN RATING SCORESHEET FOR NEW CONSTRUCTION

New Construction in a Historic District Setting

This rating score sheet provides the framework for evaluating the visual compatibility of a proposed construction project for a specific site in the Cannon Hill Park Historic District, which is listed in the Spokane Register of Historic Places.

Scoring	Context & Form	Design	Overall
Highly Compatible (80%)	42+	70+	112+
Incompatible	<42	<70	<112

Section1: Context Sensitive Design and Urban Form		
Context compatibility with:		
Historic character of the area	0-4	
Facing block fronts	0-5	
Adjacent buildings	0-6	
	sub-total 15 max	
Streetscape factors		
Maintains common setback on block front	0 or 5	
Maintains lot coverage patterns	0 or 3	
Maintains rhythm, spacing	0-4	
Maintains ground story at common position	0-3	
	sub-total 15 max	
Scale, massing, height		
Footprint <125% of previous footprint, maintain spacing between adjacent homes	0 or 5	
Relates to historic patterns of massing (dominant and secondary)	0-2	
Large forms modulated with horizontal/vertical breaks	0-2	
Roof forms related to building type; cover occupiable space	0-2	
Avoids difference in height of more than one story	0-4	
Uses floor heights to further height compatibility	0-3	
	sub-total 18 max	
Provision for automobiles:		
Maintains existing patterns	0-4	
	sub-total 4 max	
	Total Context & Form 52 max	

Section 2. Design Components		
Compatible Orientation, Design Quality, Presence		
Entrance oriented to street	0-3	
Evidence of traditional design principles	0-3	
Compatible, well-designed presence	0-3	
360-degree design	0-3	
	sub-total 12 max	
Use of façade material		
Uses material(s) found in district	0-5	
Uses primary façade material	0-4	
Respects “rule of five” for total number of materials	0-3	
Uses materials in traditional manner	0-3	
	sub-total 15 max	
Use of secondary façade and accent materials		
Uses materials found in district	0-3	
Materials changed at vertical plane, story breaks, bays	0-3	
	sub-total 6 max	
Use of Color		
One color dominant	0-5	
Dominant color traditional mineral-based color	0-5	
Color similar in value and saturation as context	0-3	
Secondary colors compatible contrast with dominant	0-2	
	sub-total 15 max	
Façade design		
Has elements of similar scale as context	0-5	
Avoids mixing disparate elements	0-5	
Has degree of articulation similar to context	0-5	
Has logical and compatible fenestration	0-5	
Clear evidence of architectural design principles	0-5	
	sub-total 25 max	
Incentivized aspect of the design		
Response to context	0-5	
Maintains setback and spacing between houses	0-5	
Building scaled to the lot size	0-5	
	sub-total 15 max	
	Total Design 88 max	
	COMPATIBILITY TOTAL140 max	

APPENDIX 1: Glossary of Terms

Balustrade: a railing supported by balusters, seen most often on porches and balconies

Board and batten siding: wide plank siding installed vertically and with smaller strips of wood covering the joints of the larger boards.

Bungalow: a one or one-and-a-half story house with a gable roof and front porch across the entire or a part of the façade,

Eave Brackets: structural or decorative members that project from a wall to support or decorate the eaves of a roofline.

Cedar shingles: shingles of cedar wood often laid tightly set and with a smooth bottom edge

Clapboard: one of a series of boards used for siding. It is usually installed horizontally and the board is most often tapered in cross-section. Often seen with a narrow reveal on Craftsman style buildings.

Closed balustrade: a short wall, known also as a knee wall, spans the columns of a porch.

Column: used to support beams or arches on which the upper parts of walls or ceilings rest.

Cornice: the projecting moldings that form the top band of an entablature or wall.

Cottage: a one or one-and-a-half story house with irregular footprint and roof forms and with a stoop and perhaps vestibule rather than a porch

Dormer: area projecting from a roof with vertical walls and covered by a separate roof that expands the occupiable space within; the dormer face nearly always has windows.

Eave: the projecting overhang at the lower edge of a roof.

Façade: the exterior faces of a building, often used to refer to the wall in which the building entry is located.

Fenestration: the arrangement of windows and doors on the elevations of a building.

Gable: the wall that encloses the end of a gable roof; triangular gable end below a roof overhang.

Gambrel: a roof shape characterized by a pair of shallow pitch slopes above steeply pitched slope on each side of a center ridge.

Half-timbering: wood boards placed in geometric pattens within stucco; often seen on the second story walls and gable faces

Mullion: a vertical member separating window sash.

Muntin: a bar or rigid supporting strip between adjacent panes of glass.

Parging: cover (a part of a building, especially an external brick or stone wall) with plaster or mortar that typically bears an ornamental pattern.

Pilaster: a rectangular column, especially one projecting from a wall.

Pediment: the triangular gable end of a classical building, or the same form used elsewhere in the building.

Porch: An area adjacent to the exterior of a house covered with a roof; posts, often spanned with an open or closed balustrade, support the roof. Porches are large enough to be occupied beyond standing; they may be projecting or recessed.

Porte cochère: a roofed area under which vehicles pass, attached to the side of a house.

Portico: a structure consisting of a roof supported by columns at regular intervals, typically attached as a porch to a building.

Stoop: a small area at the front entrance of a house, often with steps and a flat area near the door. It may have a roof projecting from the house or be unsheltered.

View balcony: shallow balcony at the second story, accessed by a door; described during the 1910s as “view balconies”

APPENDIX 2: Certificate of Appropriateness (COA) Design Review Requirements

All items only apply to Highly (street facing) and Minimally (side of house) Visible areas as defined in Chapter 3

Type of Work	No Review/COA	Staff Review	SHLC Review
Awnings			
Awning - change of color	X		
Awning - change of style		X	
Awning - new		X	
Paint			
Re-paint previously painted areas	X		
Paint previously-unpainted materials (e.g. masonry)			X
Remove paint from masonry		X	
Landscaping			
Install new landscaping structure		X	
Remove historic landscape structure			X
Install new fence		X	
Install paved walkway	X		
Windows and Doors			
Replace windows			X
Replace doors - street facing			X

Replace doors - side of house		X	
Change window openings - side of house		X	
Create new window/door opening - street facing			X
Create new window/door opening - side of house		X	
Porch			
Repair porch	X		
Replace porch in kind		X	
Enclose porch - street facing			X
Enclose porch - side of house		X	
Build new porch			X
Siding			
Repair siding	X		
Install new siding			X
Garages and Accessory Dwelling Units (ADU)			
Demolish garage	X		
Construct detached garage or ADU (if street facing)		X	
Construct attached garage or ADU		X	Maybe
Roof			
New roof with like material		X	

New roof with new material			X
Remove or alter chimney visible from street			X
Change roofline			X
Other Exterior Renovations or Construction			
Install mechanical or utility equipment		X	
ADA ramp or accessibility improvement - street facing			X
ADA ramp or accessibility improvement - side of house		X	
Build addition			X
Build new deck		X	
Move an existing structure	X		

APPENDIX 3: Preservation Briefs

Preservation Briefs provide guidance on preserving, rehabilitating, and restoring historic buildings. These NPS Publications help historic building owners recognize and resolve common problems prior to work. The briefs are especially useful to Historic Preservation Tax Incentives Program applicants because they recommend methods and approaches for rehabilitating historic buildings that are consistent with their historic character.

https://www.nps.gov/orgs/1739/preservation-briefs.htm

1. Assessing Cleaning and Water-Repellent Treatments for Historic Masonry Buildings. Robert C. Mack, FAIA, and Anne E. Grimmer. Surveys a variety of cleaning methods and materials and provides guidance on selecting the most appropriate method and the gentlest means possible. Discusses water-repellent and waterproof coatings, the purpose of each, the suitability of their application to historic masonry buildings, and possible consequences of their inappropriate use. 2000. GPO stock number 024-005-01207-9
2. Repointing Mortar Joints in Historic Masonry Buildings. Robert C. Mack, FAIA, and John P. Speweik. Provides general guidance on appropriate materials and methods for repointing historic masonry buildings. 1998.
3. Improving Energy Efficiency in Historic Buildings. Jo Ellen Hensley and Antonio Aguilar. Discusses the inherent energy efficient features of historic buildings. Recommends actions to increase energy efficiency. Describes alternate energy sources that have been used for historic buildings. 2011. *GPO stock number 024-005-01294-0*
4. Roofing for Historic Buildings. Sara M. Sweetser. Provides a brief historic of the most commonly used roofing materials in America. Presents a sound preservation approach to roof repair, roof replacement, and the use of alternative roofing materials. 1978.
5. The Preservation of Historic Adobe Buildings. Provides information on the traditional materials and construction of adobe buildings and the causes of adobe deterioration. Makes recommendations for preserving historic adobe buildings. 1978.
6. Dangers of Abrasive Cleaning to Historic Buildings. Anne E. Grimmer. Cautions against the use of sandblasting to clean various buildings and suggests measures to mitigate the effects of improper cleaning. Explains the limited circumstances under which abrasive cleaning may be appropriate. 1979.
7. The Preservation of Historic Glazed Architectural Terra-Cotta. de Teel Patterson Tiller. Discusses deterioration problems common to terra-cotta and provides methods for determining the extent of deterioration. Makes recommendations for maintenance and repair and suggests appropriate replacement materials. 1979.
8. Aluminum and Vinyl Siding on Historic Buildings: The Appropriateness of Substitute Materials for Resurfacing Historic Wood Frame Buildings (1984). Rescinded October 2023; information and guidance no longer represent best historic preservation practices.
9. The Repair of Historic Wooden Windows. John H. Myers. Provides information on evaluating the condition of historic wood windows and on practical methods for repair. 1981.
10. Exterior Paint Problems on Historic Woodwork. Kay D. Weeks and David W. Look, AIA. Identifies and describes common types of paint surface conditions and failures. Provides guidance on preparing historic woodwork for repainting, including limited and total paint removal. 1982.
11. Rehabilitating Historic Storefronts. H. Ward Jandl. Explores the role of the storefront in historic buildings and provides guidance on rehabilitation techniques for historic storefronts as well as compatible storefront designs. 1982.
12. The Preservation of Historic Pigmented Structural Glass (Vitrolite and Carrara Glass). Provides information on the early manufacture, installation, and use of this decorative building product commonly found in 20th century buildings; reasons for its damage; and a general approach for its maintenance, repair, and replacement. 1984.

13. The Repair and Thermal Upgrading of Historic Steel Windows. Sharon C. Park, AIA. Presents brief historical background on the development, use, and styles of rolled steel windows popular in the first half of the 20th century. Explains steps for cleaning and repairing damaged steel windows; provides information on methods of weatherstripping and options for storm panels or the installation of thermal glass. 1984.
14. Exterior Additions to Historic Buildings: Preservation Concerns. Anne E. Grimmer and Kay D. Weeks. Uses a series of examples to suggest ways that attached additions can successfully serve contemporary uses as part of a rehabilitation project while preserving significant historic materials and features and the building's historic character. 2010. *GPO stock number 024-005-01280-0*
15. Preservation of Historic Concrete. Paul Gaudette and Deborah Slaton. Discusses the characteristics of concrete and causes of deterioration. Includes information on cleaning, maintenance, and repair, and on protective systems. 2007. *GPO stock number 024-005-01253-2*
16. The Use of Substitute Materials on Historic Building Exteriors. John Sandor, David Trayte, Amy Elizabeth Uebel. Provides general guidance on the use of substitute materials as replacement materials for distinctive features on the exterior of historic buildings. Revised 2023.
17. Architectural Character—Identifying the Visual Aspects of Historic Buildings as an Aid to Preserving Their Character. Lee H. Nelson, FAIA. Essential guidance to help property owners and architects identify those features of historic buildings that give the building its visual character so that their preservation can be maximized in rehabilitation. 1988.
18. Rehabilitating Interiors in Historic Buildings—Identifying Character-Defining Elements. H. Ward Jandl. Assists building owners in identifying significant interior spaces, features, and finishes so they may be preserved in rehabilitation work. Applies to all building types and styles, from 18th century churches to 20th century office buildings. 1988.
19. The Repair and Replacement of Historic Wooden Shingle Roofs. Sharon C. Park, AIA. Discusses historic wooden roofing, expectations for longevity, and repair and replacement options. Identifies roofing material that duplicates the appearance of a historic roof, offers guidance on proper installation, and provides information on coatings and maintenance procedures to help preserve the roof. 1989.
20. The Preservation of Historic Barns. Michael J. Auer. Identifies historic barn types, helps owners understand the historic character of their barns, and offers advice on the maintenance, repair, and rehabilitation of old and historic barns. 1989.
21. Repairing Historic Flat Plaster—Walls and Ceilings. Marylee MacDonald. Guides building owners on repairing historic plaster using traditional materials (wet plaster) and techniques. Suggests replacement options if the historic plaster is severely deteriorated. Useful chart on various plaster bases and compatible basecoats and finish coats. 1989.
22. The Preservation and Repair of Historic Stucco. Anne E. Grimmer. Describes the evolution of stucco as a building material, beginning with a brief history of how stucco is applied, and how its composition, texture, and surface patterns have changed. Includes guidelines on how to plan for and carry out repair of historic stucco, with sample mixes for 18th, 19th, and 20th century stucco types. 1990.
23. Preserving Historic Ornamental Plaster. David Flaharty. Discusses ornamental plaster production, explaining the processes of run-in-place and cast ornamentation using three common decorative forms as examples: the cornice, ceiling medallion, and coffered ceiling. Provides guidance on identifying causes of deterioration and understanding complex restoration techniques. Includes useful advice on selecting and evaluating a restoration contractor. 1990.
24. Heating, Ventilating, and Cooling Historic Buildings: Problems and Recommended Approaches. Sharon C. Park, AIA. Underscores the importance of careful planning in order to balance preservation objectives with the interior climate needs of the building. 1991.

25. The Preservation of Historic Signs. Michael J. Auer. Discusses the history of sign types pre-1800 to the 20th century, including symbol signs, flat signs, fascia signs, hanging signs, goldleaf signs, rooftop signs, and neon signs. Makes recommendations for their repair and re-use. 1991.
26. The Preservation and Repair of Historic Log Buildings. Bruce. L. Bomberger. Focuses on horizontally laid or vertically positioned logs, but the preservation and repair treatments are essentially the same for all log structures. Discusses traditional splicing-in techniques, the use of epoxies, and replacement, as well as guidance on the repair and replacement of chinking and daubing. 1991.
27. The Maintenance and Repair of Architectural Cast Iron. John G. Waite; historical overview by Margot Gayle. Discusses the role of cast iron in 19th-century industrial development and the resulting advances in building design, technology, ornamental detailing. Provides essential guidance on maintaining and repairing architectural cast iron. 1991.
28. Painting Historic Interiors. Sara B. Chase. Discusses wall paint and decorative surface treatments from the late 17th century to the 1950s. Describes the usefulness of a complete paint investigation for preservation and restoration projects. Provides guidance on the common causes of interior paint failure and preparing surfaces for repainting. Makes recommendations about paint with health and safety factors in mind. 1992.
29. The Repair, Replacement, and Maintenance of Slate Roofs. Jeffrey S. Levine. Describes the causes of slate roof failures and provides comprehensive guidance on their repair and, when necessary, their appropriate replacement. Repair/Replacement Guidelines are included to assist owners prior to work. 1992.
30. The Preservation and Repair of Historic Clay Tile Roofs. Anne E. Grimmer and Paul K. Williams. Reviews the history of clay roofing tiles and describes many types and shapes of historic tiles, as well as their method of attachment. Provides general guidance for historic property owners on how to plan and carry out a project involving the repair and selected replacement of historic clay roofing tiles. 1992.
31. Mothballing Historic Buildings. Sharon C. Park, AIA. Describes process of protecting a deteriorating historic building from weather as well as vandalism when funds are not currently available to begin a preservation, rehabilitation, or restoration project. 1993.
32. Making Historic Properties Accessible. Thomas C. Jester and Sharon C. Park, AIA. Introduces the complex issue of providing accessibility at historic properties, and underscores the need to balance accessibility and historic preservation. Provides guidance and many examples of successful projects. 1993.
33. The Preservation and Repair of Stained and Leaded Glass. Neal A. Vogel and Rolf Achilles. Gives a short history of stained and leaded glass in America. Surveys basic preservation and documentation issues and addresses common causes of deterioration and presents protection, repair, and restoration options. Updated 2007. *GPO stock number 024-005-01254-1*
34. Applied Decoration for Historic Interiors: Preserving Historic Composition Ornament. Jonathan Thornton and William Adair, FAAR. Describes the history, appearance, and characteristics of this uniquely pliable material. Provides guidance on identifying compo and suggests appropriate treatments, depending upon whether the project goal is preservation or restoration. 1994.
35. Understanding Old Buildings: The Process of Architectural Investigation. Travis C. McDonald, Jr. Explains architectural investigation as the critical first step in planning an appropriate treatment. Addresses the investigative process of understanding how a building has changed over time and assessing levels of deterioration. 1994. *GPO stock number 024-005-01143-9*
36. Protecting Cultural Landscapes: Planning, Treatment, and Management of Historic Landscapes. Charles A. Birnbaum, ASLA. Describes types of cultural landscapes. Provides a step-by-step process for preserving historic designed and vernacular landscapes to ensure a successful balance between historic preservation and change. 1994.
37. Appropriate Methods of Reducing Lead-Paint Hazards in Historic Housing. Sharon C. Park, AIA, and Douglas C. Hicks. Under

revision to reflect current Federal laws and regulations concerning lead-based paint.

38. Removing Graffiti from Historic Masonry. Martin E. Weaver. Focuses on cleaning methods to remove surface-applied graffiti without damaging historic masonry. Includes tips for successful graffiti removal, a discussion of barrier coatings, and useful charts designed to guide the graffiti-removal process. 1995.
39. Holding the Line: Controlling Unwanted Moisture in Historic Buildings. Sharon C. Park, AIA. Outlines a way to diagnose moisture problems and choose remedial treatments. Provides guidance on managing moisture deterioration, repairing and maintaining historic building materials, and correcting common problem areas. Includes charts on types of diagnostic tools, recommended treatments and treatments that should always be avoided. 1996. *GPO stock number 024-005-01168-4*
40. Preserving Historic Ceramic Tile Floors. Anne E. Grimmer and Kimberly A. Konrad. Summarizes the historical use of glazed and unglazed ceramic flooring tiles and describes different types of tiles. Provides guidance for maintaining and preserving historic ceramic tile flooring, on cleaning treatments, and on protective and code-required, slip resistant coatings. Also contains information on various repair options, as well as the selective replacement of damaged tiles. 1996.
41. The Seismic Rehabilitation of Historic Buildings. Antonio Aguilar. Discusses the issues of protecting historic buildings from earthquake damage. Describes approaches to seismic retrofit that make a building safe without destroying significant historic materials. Provides guidance on the extent of strengthening to consider, design approaches, and the visual impact of these changes. 2016. *GPO stock number 024-005-01322-9*
42. The Maintenance, Repair, and Replacement of Historic Cast Stone. Richard Pieper. Provides a brief history of the manufacture and use of cast stone. Discusses the causes of its deterioration, repairable conditions, and methods of repair. Addresses the replication and replacement of historic cast stone installations, and the use of cast stone as a substitute replacement material for natural stone. 2001. *GPO stock number 024-005-01190-1*
43. The Preparation and Use of Historic Structure Reports. Deborah Slaton. Defines the historic structure report and provides a historical overview of its use. Outlines an entire procedure for preparing a report, taking a team approach. 2004. *GPO stock number 024-005-01191-9*
44. The Use of Awnings on Historic Buildings: Repair, Replacement and New Design. Chad Randl. Provides a historic overview of the practical and aesthetic use of various types of awnings. Presents guidance for their maintenance, preservation, and repair. Discusses the circumstances under which awning replacement is appropriate and how to achieve a compatible design for new awnings on historic buildings. 2004. *GPO stock number 024-005-01222-2*
45. Preserving Historic Wooden Porches. Aleca Sullivan and John Leeke. Explains how to assess the condition of historic porches. Provides detailed procedures for proper maintenance and repair, and includes measures to address code issues. Provides a range of information from the selection of materials to guidance on contemporary alterations. 2006. *GPO stock number 024-005-01240-1*
46. The Preservation and Reuse of Historic Gas Stations. Chad Randl. Provides guidance on assessing the significance of historic gas stations and provides information on their maintenance and repair. Describes appropriate rehabilitation treatments, including conversions for new functions when the historic use is no longer feasible. 2008. *GPO stock number 024-005-01264-8*
47. Maintaining the Exterior of Small and Medium Size Historic Buildings. Sharon Park, FAIA. Discusses the benefits of regular inspection, monitoring, and seasonal maintenance work for historic buildings. Provides guidance on maintenance treatments for historic building exteriors. 2006. *GPO stock number 024-005-01252-4*
48. Preserving Grave Markers in Historic Cemeteries. Mary F. Striegel, Frances Gale, Jason Church, and Debbie Dietrich-Smith. Describes grave marker materials and the risk factors that contribute to their decay. provides guidance for assessing their

condition, and discusses maintenance programs and various preservation treatments. 2016.*GPO stock number 024-005-01328-8*

49. Historic Decorative Metal Ceilings and Walls: Use, Repair, and Replacement. Kaaren R. Staveteig. Discusses the history and manufacturing of decorative metal for ceiling and wall applications; provides information on paint removal, maintenance, and repair; and includes guidance on replacement. 2017. *GPO stock number 024-005-01330-0*
50. Lightning Protection for Historic Structures. Charles E. Fisher. Describes the history and components of traditional lightning protection systems; discusses inspection, evaluation, and maintenance of systems; and provides guidance on the repair of systems and the installation of new systems. 2017. *GPO stock number 024-005-01341-5*
51. Building Codes for Historic and Existing Buildings: Planning and Maximizing their Application. Discusses how to meet the goals of building codes while preserving or minimizing alterations to the character-defining features, spaces, materials, and finishes of historic buildings; provides guidance for selecting the optimal code compliance method and suggests best practices for achieving code-compliant solutions that also allow for the preservation of a building’s historic character. Marilyn E. Kaplan, Architect, FAPT. 2024.

APPENDIX 4: Historic Preservation Information and Contacts

Megan Duvall, Historic Preservation Officer
City Hall, Third Floor
808 W Spokane Falls Boulevard
Spokane, Washington 99201
Phone: (509) 625-6543
Fax: (509) 625-6013
Email: mduvall@spokanecity.org

Logan Camporeale, Historic Preservation Specialist
City/County of Spokane
808 W Spokane Falls Boulevard
Phone: (509) 625-6634
Spokane, WA 99201-3329
Email: lcamporeale@spokanecity.org

Local Resources:

- Spokane City/County Historic Preservation Office
- Northwest Museum of Arts & Culture (MAC)
- Spokane Valley Heritage Museum
- Spokane County Official Website
- Spokane Preservation Advocates
- Spokane Public Library – Northwest Room

Statewide and National Historic Preservation Organizations:

- National Trust for Historic Preservation
- Washington State Department of Archaeology and Historic Preservation (DAHP)
    - Certified Local Government Program
- Washington Trust for Historic Preservation
    - Washington Trust Consultant Directory
- National Main Street Program
- Washington State Digital Archives
-

National Park Service Links:

- National Register of Historic Places
- Secretary of the Interior's Standards for Rehabilitation
- Historic Preservation Briefs
- Technical Preservation Services
- Federal Tax Credit Incentives

Cannon Hill Park Historic District
Nomination Document

Spokane Register of Historic Places Nomination

Spokane City/County Historic Preservation Office, City Hall, Third Floor
808 Spokane Falls Boulevard, Spokane, Washington 99201-3337

1. Name of Property

Historic Name: Historic Name of Property: Cannon Hill Park Addition
And/Or Common Name: Cannon Hill Park Historic District

2. Location

Street & Number: Enter street address
City, State, Zip Code: Enter city, state and zip code
Parcel Number: Enter parcel number

3. Classification

Category	Ownership	Status	Present Use	
☐building	☐public ☐both	☒occupied	☐agricultural	☐museum
☐site	☒private	☐work in progress	☐commercial	☐park
☐structure			☐educational	☒residential
☐object				
X district	**Public Acquisition**	**Accessible**	☐entertainment	☐religious
	☐in process	☐yes, restricted	☐government	☐scientific
	☐being considered	☐yes, unrestricted	☐industrial	☐transportation
		☐no	☐military	☐other

4. Owner of Property

Name: various
Street & Number: Enter property owner's street address
City, State, Zip Code: Enter property owner's city, state and zip code
Telephone Number/E-mail: Enter property owner's telephone number and email

5. Location of Legal Description

Courthouse, Registry of Deeds	Spokane County Courthouse
Street Number:	1116 West Broadway
City, State, Zip Code:	Spokane, WA 99260
County:	Spokane

6. Representation in Existing Surveys

Title: An Historic Property Inventory of Selected Properties Within the Cannon Hill Park Addition, Spokane County, WA
Date: 2008 ☐Federal ☐State ☐County ☒Local
Depository for Survey Records: Spokane Historic Preservation Office

7. Description

Architectural Classification	Condition	Check One
	☒excellent	☐unaltered
	☐good	☒altered
	☐fair	
	☐deteriorated	**Check One**
	☐ruins	☐original site
	☐unexposed	☐moved & date _____

Narrative statement of description is found on one or more continuation sheets.

8. Spokane Register Categories and Statement of Significance

Applicable Spokane Register of Historic Places category: Mark "x" on one or more for the categories that qualify the property for the Spokane Register listing:

☒A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.

☐B Property is associated with the lives of persons significant in our past.

☐C Property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

☐D Property has yielded, or is likely to yield, information important in prehistory history.

☐E Property represents the culture and heritage of the city of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence, reference to intangible heritage, or any range of cultural practices.

Narrative statement of significance is found on one or more continuation sheets.

9. Major Bibliographical References

Bibliography is found on one or more continuation sheets.

10. Geographical Data

Acreage of Property:	Enter acreage of property
Verbal Boundary Description:	The boundary of the district is from Lincoln Street on the west and Bernard Street on the east, the lots on the south side of W. 21st Avenue and lots on the south side of 19th Avenue, lots on the south side of 18th Avenue, and lots on the north side of 18th Avenue.
Verbal Boundary Justification:	Boundary justification provided in Section 7 page 17.

11. Form Prepared By

Name and Title: Betsy H. Bradley, Ph.D. Historian
Organization: representing a group of residents
Street, City, State, Zip Code: 417 W 20th Avenue, Spokane, WA 99203
Telephone Number: 509.822.0300

E-mail Address: betsy.bradley1@gmail.com
Date Final Nomination Heard:

12. Additional Documentation

Additional documentation is found on one or more continuation sheets.

13. Signature of Owner(s)

_____

_____

14. For Official Use Only:

Date nomination application filed: _____

Date of Landmarks Commission Hearing: _____

Landmarks Commission decision: _____

Date of City Council/Board of County Commissioners' hearing: _____

I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of either the City Council or the Board of County Commissioners as set forth above.

Megan Duvall **Date**
City/County Historic Preservation Officer
City/County Historic Preservation Office
Third Floor – City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Attest: Approved as to form:

City Clerk Assistant City Attorney

Section 7: Description

The area in the Cannon Hill Park Historic District (CHPHD) (Fig. 1) includes most of the plat for the Cannon Hill Park Addition (CHPA) laid out in 1909. It encompasses the residential area that surrounds Cannon Hill Park and is bounded on the east and west by Bernard and Lincoln streets. The lots on the south side of W. 21st Avenue form its southern boundary; the northern boundary includes houses on the south side of W. 18th Avenue as well as the lots on the north side of 18th that directly face the park, and on the south side of W. 19th Avenue. The St. Augustine Parish purchased a block originally part of the CHPA in 1914. This non-residential use separated it from the residential neighborhood, and it is excluded from the district. 191 residential properties, which technically include 193 parcels, comprise the district. While the Cannon Hill Park Addition originally extended further to the south, the Arthur D. Jones Company (Jones Co) marketed its southern portion – 22nd to 25th avenues – as the Highlands of Cannon Hill Park. Since this area has a related but slightly different historic identity, it is not included in the district.[1]

The CHPHD is several blocks south of the basalt cliffs adjacent to Cliff Drive that form one of the edges of South Hill above downtown Spokane. An advertisement noted that it was 500 feet above downtown's Riverside Avenue.[2] It has a gently rolling topography with some steep grades on the north and east portions, including the W. 19th Avenue hill between S. Sherman and Bernard streets and the hill on W. 21st Street between S. Howard and S. Bernard streets. The avenues gain elevation as they move to the south.[3] The extent to which the Jones Co. team altered the topography during the regrading of the area is unknown. The residential blocks surround Cannon Hill Park, which was the site of a brickyard quarry. A newspaper story noted that some 150 laborers were completing significant cutting and filling of the land and had moved thousands of cubic yards of earth, "preserving and enhancing all the natural wild beauty of the landscape by fitting it into a setting of winding streets, driveways, and boulevards."[4] This work included grading the lots surrounding Cannon Hill Park as "an amphitheater of view lots rising on three sides around a sunken lake."[5] The resulting landscape has become naturalized over time with mature plantings and many of the street trees planted in 1909 still remain.

---

[1] "Sale Opens Tomorrow, Highlands of Cannon Hill Park" *Spokane Chronicle* 30 September 1911. About half of the 164 lots were placed on the market at this time, This closely related area could be included in a larger or separate historic district as it bears the marks of the Arthur D. Jones & Co. vision for the addition.
[2] "Sale Opens Today, Highlands of Cannon Hill Park" *Spokesman Review* 1 October 1911.
[3] HOLC description of area 1938. Mapping Inequality website: https://dsl.richmond.edu/panorama/redlining/map/WA/Spokane/area descriptions/A7#loc=12/47.668/-117.3898.
[4] "Developing Cannon Hill Park as High-Class Residence District" *Spokesman Review* 20 Jun3 1909, pp. Part 4, p. 1.
[5] Ibid.

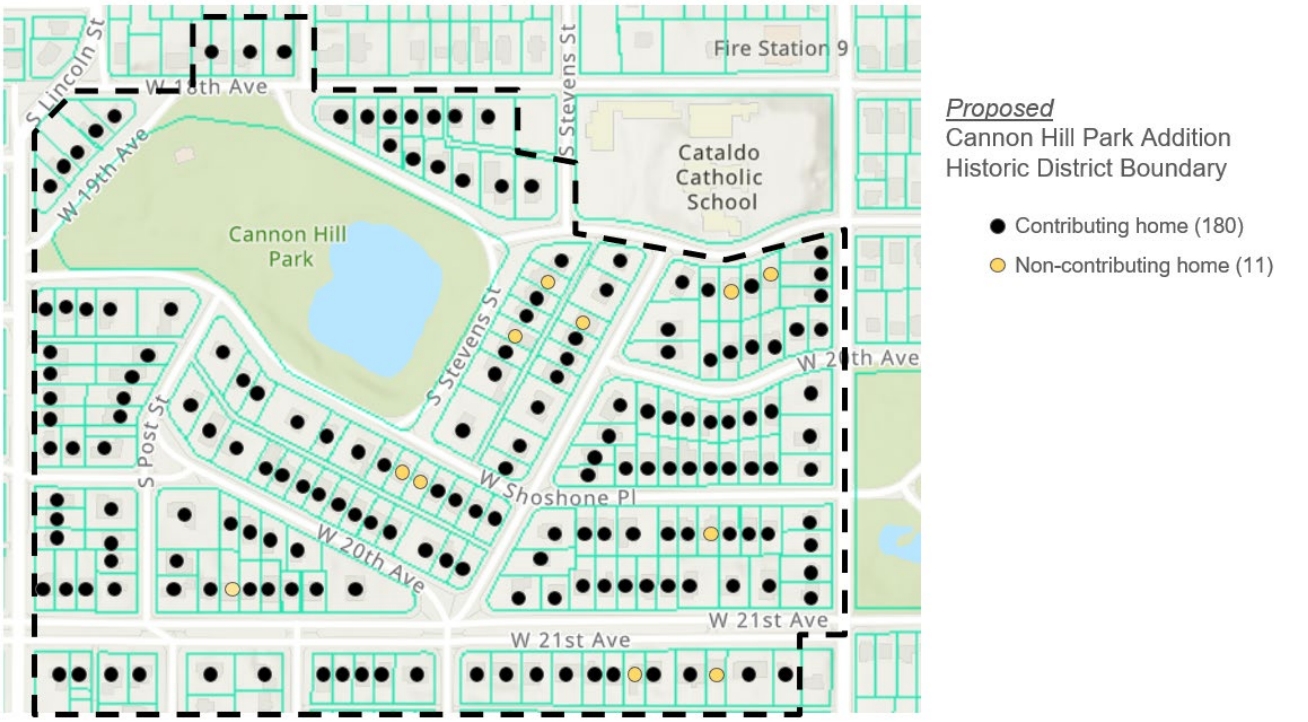


Fig. 1. Cannon Hill Park Historic District boundary, based on the original plat and dominance of Cannon Hill Park. Black dots indicate the 180 contributing properties; yellow dots indicate 11 non-contributing properties.

Landscape Characteristics

The CHPHD is a designed landscape with both the framework and many elements designed and implemented by two related development companies, the Arthur D. Jones & Company (Jones Co.) and Cannon Hill Company. Arthur D. Jones oversaw both entities as president.

Jones and his team established a residential area with streets determined by the irregular form of Cannon Hill Park. Particularly between Cannon Hill Park and Manito Park, the street layout is a variation on the standard grid of streets west of S. Bernard Street. The plan for the plat was based on the form of the park, accessed by "driveways" (Fig. 2).[6] This arrangement allowed the Jones Co. to state that these lots "front directly on the park instead of on a street."[7] Later, the street names adjacent to the park were extended to these drives.

To meet the desire to have lots directly facing the park, developers created alleys for rear access to these lots on three sides of the park. This decision created the need for a street – S. Oneida Place –

[6] The park was described as surrounded by a single "driveway." "Convert Rugged Hillside into High-Class Residential District," *The Spokesman-Review* 17 October 1909, p. 1.
[7] Arthur D. Jones Company advertisement, *The Spokesman-Review* 7 March 1909.

between the park and S. Bernard Street. This street, in turn, is the reason for the one-block-long W. 20th Avenue between Bernard Street and S. Oneida Place. The similar curved forms of W. 19th and W. 20th avenues just west of Bernard may have been inspired by the grade, curved drives around the park, or perhaps the picturesque, curving streets of the Rockwood neighborhood further to the east. The location of W. 21st Avenue adheres to the regular grid of streets to the east and west of the addition, and hence the need for Shoshone Place between 20th and 21st avenues. In a similar manner, the long dog-leg shaped block facing the south edge of Cannon Hill Park disrupted the east-west grid of avenues and W. 20th Avenue on the south side of that block is separated from its portion to the east (see Fig. 2). When presented with this plat, the Spokane City Council approved it, noting that due to the "broken condition" of the land, it would be hard to change for the better.[8]

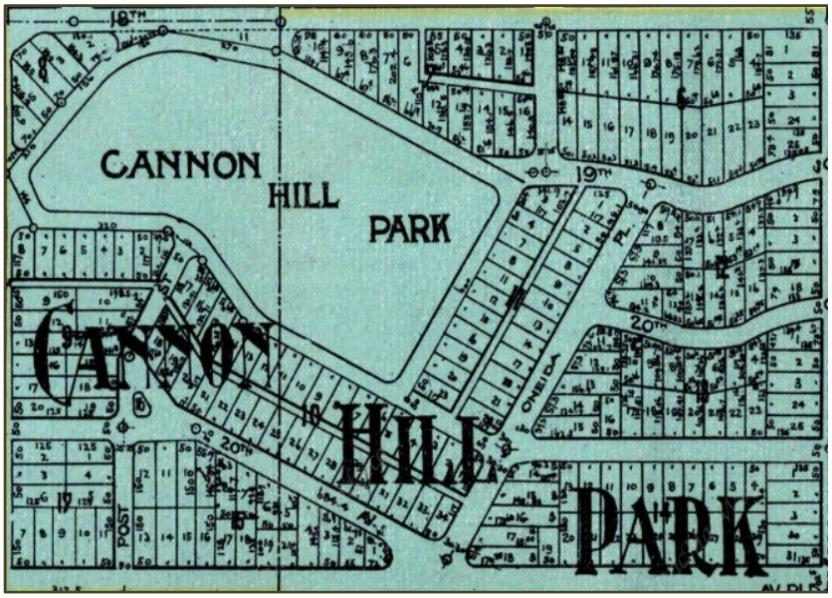


Fig. 2., *Spokane County* 1912. Geo A. Ogle. P.52.

The Olmsted Brothers Plan for Spokane parks included a system of boulevards to connect parks and extend through residential areas. The plan included W. 21st Avenue, from S. Bernard Street to S. High Drive at the edge of the bluff. Although this boulevard runs one block south of Cannon Hill Park, Jones Co. promotional material described it as connecting this park to the overall system, also stating that it would be the "finest street on Cannon Hill" with its wide tree lawns (parking strips) and central lawn, planted with shade trees.[9]

The topography between the parks has grade changes but does not include many of the outcroppings of basalt that are seen throughout the South Hill. Retaining walls edge properties where the lot is above that of the street and sidewalk, specifically just west of Bernard on W. 21st Avenue. Broad paving characterizes the complex intersection of W. 21st Avenue, W. 20th Avenue and S. Oneida Place. In contrast, a curbed lawn area fills some of the space at the obtuse angle of W. 20th Avenue and Post Street (Fig. 3).

[8] "Cannon Hill Park Plat Accepted," *Spokane Press* 10 March 1909.
[9] Arthur D. Jones Company advertisement, *The Spokesman-Review* 7 March 1909.

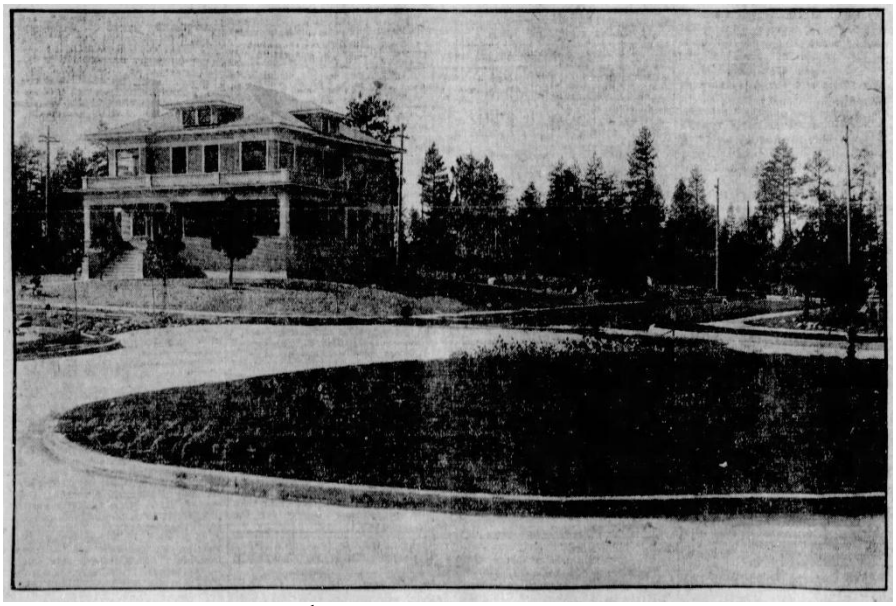


Fig. 3. Intersection of W. 20th Avenue and Post Street. Source: Arthur D. Jones & Co. advertisement, *The Spokesman-Review* 16 October 1910.

A consistently planted canopy of trees on "parking strips," the grassy area between the street and public sidewalk referred to as tree lawns, and on the boulevards extended the park-like setting throughout the addition. Early descriptions of the CHPA note that identical five-year-old shade trees would line every street, the W. 21st Avenue boulevard, and the Cannon Hill Park perimeter driveways. An advertisement mused "Can you imagine any more beautiful effect than the streets of Cannon Hill Park [Addition] will give when completed?" and noted there would be miles and miles of the same beautiful shade tree."[10] Advertisements referred to two species: European sycamore and sycamore maple. The Jones Co. stated it planned to plant five-year-old trees.

It appears that this plan was adjusted at the time of first plantings, and when the original trees did not survive, substitutions were made. The City of Spokane Urban Forestry department mapped the street trees in the CHP Historic District for this project in early 2025 (Fig. 4). London Plane trees, platanus x acerifolia, comprise 47 percent of the street trees in the district with 271 trees. The American Sycamore, Platanus occidentalis, looks very similar to the London plane, with differences in under bark color, leaves and seeds. As the map shows, these trees stands in the parking strips, or tree lawns, on the opposite sides of the street and provide arching arboreal canopies over the narrow residential streets. At a distant second, just under 10 percent of the street trees at 56 specimens, are Norway maples, acer platanoides. The other groups of street trees with over ten examples are red oak, quercus rubra, 51; ponderosa pine, pinus ponderosa, 48; littleaf linden, tilia cordata, 34. The intent of the evenly spaced street trees that would grow to shade the streets, sidewalks and lawns was realized, if not through the monoculture described by Jones & Co.

[10] Arthur D. Jones advertisement, *Spokesman Review* 25 July 1909.

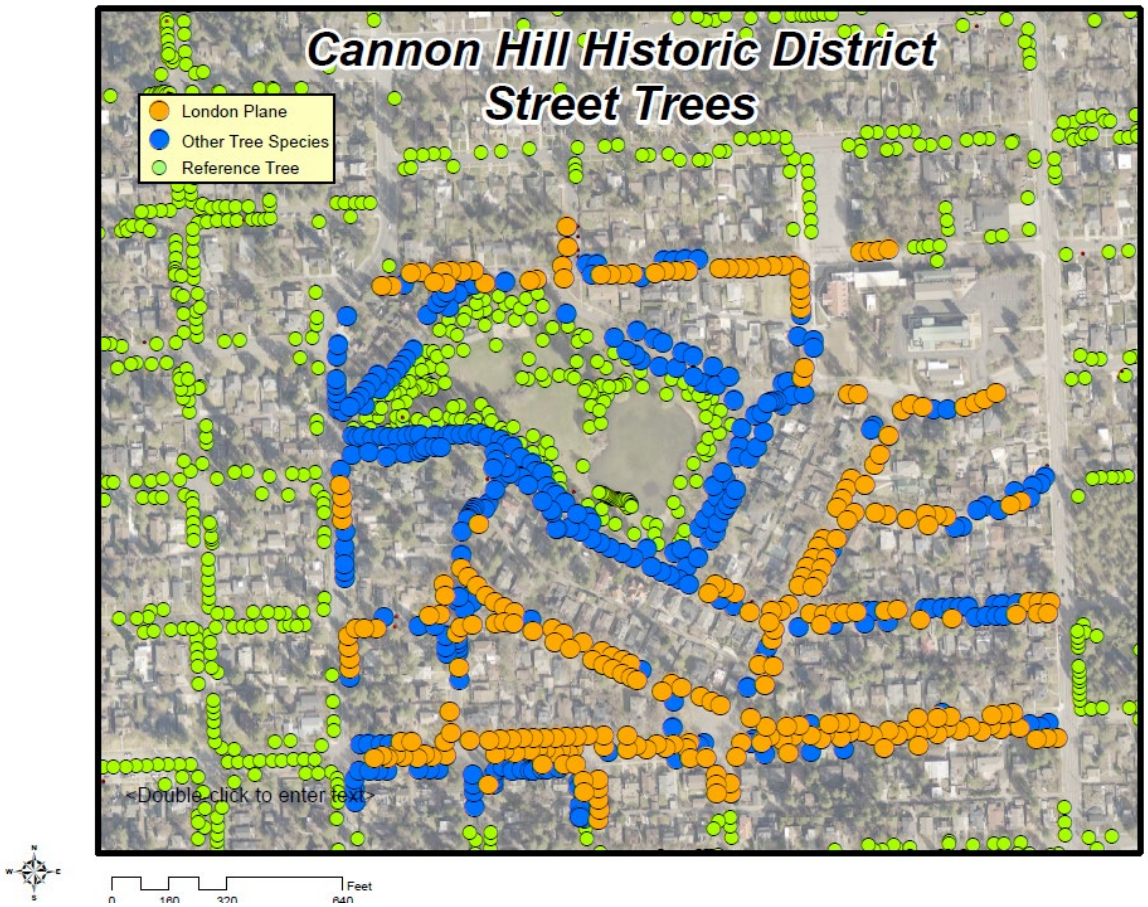


Fig. 4. Map of street trees in the Cannon Hill Park Historic District.
Source: City of Spokane Urban Forestry Department

The Jones Co. planted the beginnings of what has become an urban forest on the 21st Avenue boulevard. The company planted London planes tree, a tree that sheds its bark and has leaves similar to maple tree leaves carried by a sculptural branch pattern. Norway maples and horse chestnuts have been added to the trees on the boulevards. These and some linden, red oak, and other species have been planted on the tree lawns.[11]

The basic lot size had a 50-foot frontage and consisted of one-eighth of an acre, but the deed restrictions required the purchase of two lots on each corner. A similar requirement existed initially for double lots facing W. 21st Avenue and Cannon Hill Park. The Jones Co. promotional material referred to these as "view lots." Builders adhered to these requirements mostly during the initial period of building. While these "restrictions" presented an ideal mix of prominent houses joined by

[11] John K. Woodwell, "Spokane, Washington, West 21st Avenue, Bernard to Lincoln Street: A Boulevard Walking Tour" (The author, 2010 or 2020).

more modest ones, the platted lots became building parcels of various sizes, including instances of three lots divided into two parcels. Over time, the restrictions were disregarded.

Residential landscaping is varied, but as Jones's team envisioned, broad swaths of lawn extend from house façade to house façade across the street and from side to side, uninterrupted in most cases by fencing or planting. Paving has been limited and does not encroach on lawns as curved drives or as off-street parking areas.

Mature ornamental shade trees have been planted in front yards and back yards are shaded with trees as well. Stands of arbor vitae edge some side and rear yards to provide privacy. Foundation plantings are common and varied.

A Residential District

The CHPHD is a neighborhood of single-family residences, most of which were erected between 1909 and 1958. The dwellings vary in size, building type, use of building materials, and style, even as they adhere to similar setbacks and scales of building mass to lot size. The use of a limited range of building materials and a similar quality of design and materials unites them in streetscapes that express both cohesion and variety. Four common house forms dominate the district (Table 1).

Table 1: Most common house types, contributing properties

House Form	Years constructed	Number in District
Bungalow	1909 -1924	57
Cottage	1921-1947	52
Residence	1909 -1953	69
Ranch	1948 -1958	11

Bungalow. The bungalow is a one- or one-and-one-half story dwelling with a full or partial porch across its façade. Modest versions have a single gabled roof with the gable face framing the façade. Larger and more stylish bungalows may have several gables as part of a complex roofline, have raised stone foundations or have prominent, broad porches. Many bungalow rooflines have exposed rafter tails and braces under overhanging eaves. The bungalow form varies considerably in size, from quite modest to larger footprints that require two lots.

52 bungalows stand in the district.

Cottage. Cottage was a common term for a modest less-than-two-story dwelling that came into common use during the 1920s. Unlike bungalows, cottages do not have prominent front porches. A simple stoop or covered entrance suffices in most cases. Cottages might have a rectangular or irregular footprint. They are likely to be wood-framed and clad with brick veneer or wood siding. Some cottages are quite plain and were modestly priced, others were more mid-range in style and

cost. Cottages with an irregular form and clad with brick veneer were commonly built during the 1920s and 1930s.

58 cottages stand in the district.

Residence. The term residence is used to denote a two-story or more house. Residences built during the 1910s and early 1920s are often substantial in scale and usually have a stylish, picturesque presence in the streetscape. Residences in the district exhibit various styles, from various Craftsman and English expressions to more staid Colonial Revival ones. Plainer Minimal Traditional two-story dwellings are also residences.

68 residences stand in the district.

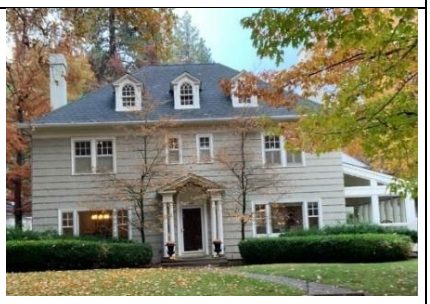
Ranch House. Ranch house is a collective term for houses with all of the main rooms on one floor. Due to the topography of the district, some ranch houses have exposed basements on the downhill side. Elongated rectangular footprints of these houses became more pronounced as the post-World War II period of construction continued. Ranch houses in the district are Minimal Traditional in expression.

11 one-story ranch houses stand in the district.

House types and architectural styles were mixed and combined in various ways during the first half of the twentieth century. There are examples of bungalows, cottages and residences that are so plain no style has been assigned. These versions of common house types met the demand for affordable and modest housing over the years and contrast with more defined and detailed styles. Additional common house types were also built. For instance, the Foursquare house at 1919 S. Oneida (1921) is constructed of concrete. Several architectural styles are dominant in the district, used on both bungalows and cottages, as well as residences. Table 2 presents the most commonly-used architectural styles and how they were combined with the most common house types. Additional styles are also present and add variety and picturesqueness to the district’s residential streets and landscapes.

Table 2. Common House Types and Architectural Styles in the CHPHD

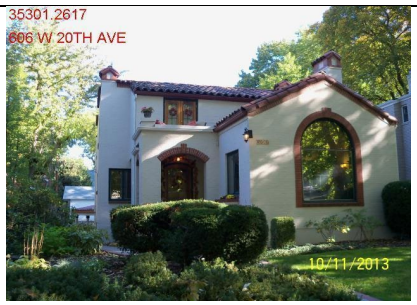
Style	Bungalow/Cottage/Ranch form	Residence form
Craftsman or English 64 houses express this style. Timeframe: 1909-1924 Picturesque expression in house design was similar for larger residences and smaller bungalows. The larger houses were referred to as English and the bungalows were not assigned a style in news reports about construction in the district. We now consider them to be Craftsman. Both expressions used a variety of materials and a picturesque, or irregular and nonsymmetrical, combination of elements. From a cut basalt raised basement to porches and balconies, and capped with large, accented dormers projecting from a cross-gabled roof, dwellings in this style are rich with varied forms and elements. Exterior cladding includes brick, wood siding, stucco and half timbering.	 **Craftsman Bungalow** While some bungalows are simple wood-framed and clad buildings, or brick sheathed, others with a mix of materials and exhibit a level of detail we now know as Craftsman Bungalows. 43 were built between 1911 and 1924. At the time they were built, Californian and Japanese influences were noted.	 **Craftsman/English Residence** 20 substantial two-story residences referred to at the time of construction as English were built between 1909 and 1924.
English 41 houses express this style. Timeframe: 1922-1940 This style draws on substantial English cottages that often have steeply-pitched roofs, front-facing gables, gabled entrances,	 **English Cottage**	 **English Residence**

and a variety of detailed elements. Another picturesque expression, there is a great deal of variety in exterior materials and roof forms. Brick is the usual exterior material. Spokane newspapers used "English" to refer to a variety of houses built during the 1920s and 1930s.	Builders as developers erected English cottages throughout Spokane. 34 stand in the district. The English Cottage offered a modest, one-and-one-half story usually brick house, an eye-catching entry with a steeply pitched roof, and perhaps a fireplace and chimney, features of more substantial houses.	English is the best term to describe a set of 8 brick residences built in the district between 1922-1935. They are substantial two-story houses built of brick or stucco. They share a prominent tall, steeply-pitched gabled entry that is perpendicular to the side-gabled roof. They also are picturesque and have a number of elements that could include dormers, steeply-pitched roofs, and multi-pane windows.
Colonial Revival 19 dwellings express this style. Timeframe: 1911-1940, 14 during the 1920s and 1930s The Colonial Revival style houses built during the second quarter of the 20th century drew on boxy shapes, steeply-pitched side-gabled or hipped roofs and minimal detail, avoiding the classical elements of Georgian colonial styles. The restoration underway in Williamsburg, VA is considered to inspire one version of Colonial Revival. By the late 1930s it was among the most popular of the Colonial Revival styles.	 **Colonial Revival Cottage** The simple Cape Cod Revival style was one of the last house types of the American Colonial era to be revived as a building form. Its simple form with a central or side front door seemed more modern than overly detailed older houses. When the house had dormers, it was considered a Williamsburg Revival; 8 cottages of this type stand in the district.	 **Colonial Revival Residence** Three Colonial Revival residences stand on the east side of S. Oneida Place between Shoshone Place and W. 21st Avenue. They demonstrate the popularity of this style from 1919 to 1927 and 1936.

	The Cape Cod cottage was a common house form for Minimal Traditional houses built after World War II.	
Dutch Colonial Revival: 5 residences express this style. Timeframe: 1913-1924 The Dutch Colonial Revival expression had been popular before houses were first built in the CHPHD in 1909. A side gambrel – two-slope – roof style is the signature element of this style. The facades are symmetrical and often dormers increased the light in the half upper story.		
Swiss Chalet Revival: 2 houses express this style. Others show influence. Timeframe: ca. 1912 The Swiss Chalet Revival style is another picturesque expression that was popular during the 1910s, as the Great Northern Railway built Swiss Chalet hotels in Glacier National Park. A low-pitched gable-front framed façade might have a balcony and overhangs. Houses often feature second-story porches or balconies with flat, cut-out balustrade and trim.	 Craftsman Bungalow with Swiss Chalet influence	

European Revival/ Eclectic Styles
19 houses express this style.
Time Frame: 1909-1936

The picturesque revival styles included Spanish and French expressions during the 1920s and 1930s. Spanish, Mediterranean and Mission expressions used clay tile roofs, stucco cladding and shaped parapets.
The French Eclectic style is rectangular in plan and symmetrical in design and is at least one-and-a-half stories in height. Hipped roofs and dormers are common.



Mission Revival Cottage

French Eclectic Residence

Eclectic Residence

Minimal Traditional
28 dwellings express this style.
Timeframe: 1939-1954

The Minimal Traditional expression is a subtype of the Modern style that was common for modest single-family cottages, residences and then dominated the appearance of ranch and split-level houses.
Most Minimal Traditional houses are rectangular in plan and have low-pitched roofs. These houses often have few architectural elements and often do not have porches.

Popular Houses and Styles

General contractors and builders acting as speculative developers made the design decisions about most of the houses erected in the CHPHD. These builders had an impact on the character of the residential building in the CHPHD in the first years, from 1909 to 1912, particularly with the English residences (Fig. 5).

420 W. 20th Avenue

421 W. 19th Avenue

728 W. 20th Avenue

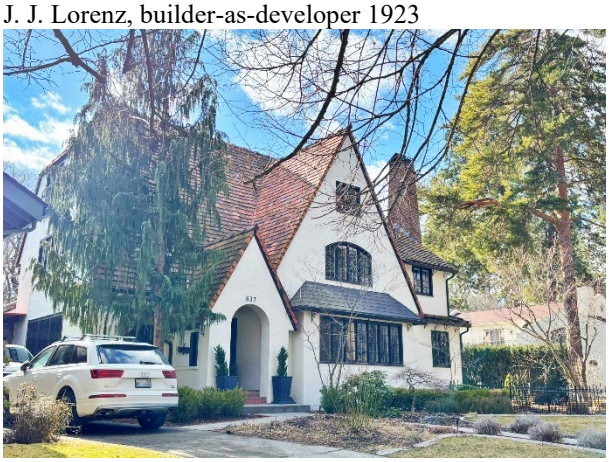
445 W. 21st Avenue

Fig. 5. Residences considered English when built and known now as Craftsman.

The builder-as-developer J. J. Lohrenz built the first of eight English residences in 1923 on the south side of Cannon Hill Park. Three additional houses, two with architects of record, followed. The last one was completed nearly a decade after the first one, suggesting an enduring appeal of the projecting narrow gabled form on the façade (Fig. 6).

737 W Shoshone
J. J. Lorenz, builder-as-developer 1923

2021 S. Stevens
Whitehouse & Price 1925



637 W. Shoshone Place
Frederick Westcott 1925

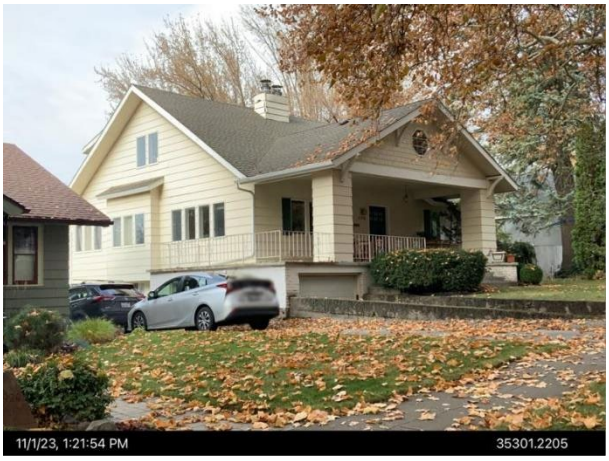
405 W. 20th Avenue
Sam Christian, builder-as-developer 1932

Fig. 6. English Residences with prominent front gables.

Bungalows introduced and popularized the concept of a good, small house for home buyers with cost on their minds. A newspaper article described one bungalow as finished with high-grade materials specifically to lure apartment dwellers to become homeowners.[12] Many families wanted houses that they could easily take care of themselves, but still wanted gracious rooms for entertaining. Architectural detailing ranged significantly in extent and quality and advertising and news stories did not necessarily preview the extent of interior design elements. (Fig. 7).

428 W. 20TH Avenue 1910

633 W. Shoshone Place 1924



1918 S. Oneida Place 1914

1905 S. Lincoln Street 1911

Fig. 7. Bungalows in the district.

[12] "In One Addition $100,000 in Homes," *The Spokesman-Review* 21 May 1911.

Where the bungalow opened the door, the cottage followed. The cottage's different appearance, after several decades of bungalow construction, was likely part of its appeal. Many of the houses were clad in brick veneer, often using close shades of orange brick and in the mottled, "tapestry brick" that provided depth of color. Others are clad in wood and a few in stucco. A covered stoop replaced front porches and outdoor activities moved to the rear patio and lawn. Builders-as-developers recognized the good fit of the compact houses on single lots as well as the attainable cost of these houses (Fig. 8).

2020 S. Post Street 1930

805 W. 21st Avenue 1930

824 W. 19th Avenue 1931

816 W. 20th Avenue 1936

Fig. 8. Brick cottages in the district.

Newspaper items about house building and houses for sale in the larger Cannon Hill neighborhood seldom mention style during the 1930s and after. Noting the presence of Williamsburg-inspired colonial designs and French Colonial references were exceptions.[13]

[13] "Five Room House Pushed" *The Spokesman-Review* 8 Mar 1931; "Bit of Williamsburg, Va. Comes to Spokane," *The Spokesman-Review* 3 October 1937.

The modern appeal of what we call Minimal-Traditional styling includes its avoidance of historic elements of architecture: there were no balustrades, columns, entablatures or complex window configurations (Fig. 9). Doors and windows were simply framed and were surrounded by one exterior siding material. The Minimal Traditional simplicity replaced the complexity of the picturesque. Two car garages and picture windows were important; porches were absent.

2024 S. Bernard Street 1941

525 W 21st Avenue 1950

627 W. 21st Avenue 1958

628 W. 19th Avenue1954

Fig. 9. Minimal Traditional houses in the district.

Despite the relatively simple and standard forms for Minimal Traditional houses, the ones built in the CHPHD are as individual as earlier houses. A small number of builders-as-developers built pairs of houses, and sometimes the similarities are visible. For instance, Warren Throop used similar forms and materials to construct two ranch houses on W. 19th avenue.

The houses built after the end of the historic period of significance,1958, maintain the patterns of earlier house construction: set compatibly into the landscape and maintaining the house-to-lot-size pattern. Two of the houses, the neo-Victorian design at 451 W. 21st Avenue and the Swiss Chalet character of 804 W. 18th Avenue are exceptions to the general pattern of avoiding historic references. The other houses convey either common or unusual residential design of the time at which they were built. Architect Nancy C. McKennon designed a residence with atypical materials at 431 W.

Shoshone Place. Timothy Rundquist designed a distinctive house using local stone, curved forms, and windows framing views of the park in 1985.

Boundary Justification

The Canon Hill Park Historic District's boundaries are based on the original plat for the Cannon Hill Park Addition and include the northern portion related to the development of the Spokane city park system. Bernard and Lincoln Streets are the east and west boundaries of both the plat and the district. The northern boundary of the plat extends along W. 18th Avenue between Bernard and Wall and then includes a block and a half north of W. 18th Avenue between Wall Street and the parcels on the west side of Lincoln Street. The northern W. 17th Avenue extension of the plat is not included in the district because it does not have the historic street trees or park-like feeling of the rest of the plat and because it has its own distinct story; builder as developer A. J. Carr built most of the houses facing W. 17th Avenue between Wall and Lincoln and others nearby during the 1930s.

The CHPHD boundary also excludes the block sold for the St. Augustine Catholic Church and includes only the historic park-facing properties on the north side of 18th Avenue. The southern boundary of the district includes both sides of W. 21st Avenue boulevard, based on the boulevard's role in city park planning and the park-like feeling that is created in the area between the park and boulevard. This boundary includes four parcels in the small Clifton Highland plat on the south side of W. 21st Avenue between Wall and Lincoln streets to capture historic properties on both blockfaces of the boulevard.

The original plat extends south of W. 21st Avenue to W. 25th Avenue, between Bernard and Wall. The southern portion is not included in this district because it had a slightly different feeling being more distant from the park. This section is identified as the Highlands for the first time in 1911. References to the boundaries of the Highlands are vague; advertisements in the newspapers advised potential buyers to get off the streetcar line at W. 25th Avenue. The portion of the historic plat known as the Highlands has a similar and related identity to the area included in the CHPHD; it could be a future addition to the district with some added context or the Highlands could be formed as a distinct district.

Summary

The designed landscape of the Cannon Hill Park Addition was inclusive – from the street plan, streets, sidewalks and tree lawns – to the pattern of shade trees, as well as the elements of the 21st Avenue boulevard. It maintains continuity in the overall appearance and experience of the district. The houses reflect common house types and styles over the decades during which they were constructed, providing variety within the landscape. The historic patterns of building, the plan for the addition documented in deed restrictions for lot size and setbacks, and building with a range of medium-to-high quality materials makes the varied residences an important part of the residential landscape.

The Jones Co. likely did not anticipate that the CHPHD would be built out over several decades, nor imagine that builders-as-developers and property owners would be so willing to disregard the deed

mandates for lot sizes that were to govern the physical development of the neighborhood. Nevertheless, this is a common historical pattern in Spokane: plans for "high-class" residential areas fell by the wayside as neighborhoods were built out with a more varied and modest housing stock over time. During the 2020s, neighborhoods like the CHPHD are highly valued for what they became. Original expectations for large houses and "view lots" gave way to a democratization of desirable building locations in the city. This pattern led to greater residential density in the CHPHD, as numerous small houses, built with consistent quality design and materials, edged the park and boulevard and lined the tree-shaded streets. The CHPHD Historic District is a cohesive designed landscape that exhibits continuity with the unavoidable small and incremental aspects of change.

Parcel Number	Address	Historic Name	Year Built	Form and Style	Architect If any	Builder	Status	Photo
35302.3707	1918 S. Post	Goodspeed House	1909	“Spanish Mission” Bungalow		William Hankins	C	
35302.4001	703 W. 20TH	Neilson House	1909	Craftsman Bungalow		Undetermined	C	
35301.2509	441 W. Shoshone		1909	Craftsman/English Residence		C. T. Rathke	C	
35301.2209	2004 S. Oneida	Morris House	1909	Craftsman/English Residence		E. W. Larson	C	
35301.2412	2015 S. Oneida		1909	Craftsman/English Residence		M. L. Pershall	C	
35301.2308	1925 S. Oneida	Hall House	1909	Originally English Residence		E. W. Larson	C	
35301.2424	437 W 20TH		1909	Residence		Undetermined	C	
35301.2611	644 W. 20TH		1910	Craftsman Bungalow		C. B. Sanderson	C	

35302.3713	1919 S. Lincoln	Stutes House	1910	Craftsman Bungalow		E. W. Larson	C	
35301.231	428 W. 20TH		1910	Craftsman Bungalow		G. Bostrom	C	
35301.2422	418 W. Shoshone		1910	Craftsman Bungalow		Undetermined	C	
35301.2305	431 W. 19TH		1910	Craftsman Bungalow		M. L. Pershall	C	
35301.2407	433 W. 20TH	Pearson House	1910	Craftsman Bungalow		John E. Anderson	C	
35301.2616	614 W. 20TH		1910	Craftsman Residence		L. Searle	C	
35302.3814	728 W. 20TH		1910	Craftsman Residence		C. T. Rathke	C	
35302.4011	634 W. 21ST		1910	Craftsman/English Residence		Gus Bostrom	C	
35301.2311	420 W. 20TH		1910	Craftsman/English Residence		William Hankins	C	

35301.242	426 W. Shoshone	Cohen House	1910	Craftsman/English Residence		E.W. Larson	C SHR	
35301.2113	514 W. 19TH	Corbaly House	1910	Craftsman/English Residence		E. W. Larson	C	
35301.2518	458 W. 21ST		1910	Craftsman/English Residence		James Whitelaw	C	
35302.3712	1934 S. Post		1911	Bungalow		C. T. Rathke	C	
35301.253	437 W. Shoshone		1911	Bungalow		L. Searle	C	
35302.4101	2006 S. Post		1911	Colonial Revival Residence		C. T. Rathke	C	
35302.4003	715 W 20TH		1911	Craftsman Bungalow		P. E. Barrett	C	
35302.3812	704 W 20TH		1911	Craftsman Bungalow		F. R. Montfort	C	
35302.3706	1905 S. Lincoln	Brown House	1911	Craftsman Bungalow		John Thomas	C	

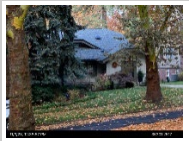
35301.2702	628 W. 21ST	Canfield House	1911	Craftsman Bungalow	Gus Bostrom	Gus Bostrom	SHR	
35304.081	517 W. 21ST		1911	Craftsman Residence		L. Searle	C	
35301.2612	636 W. 20TH		1911	Craftsman Bungalow		R. E. McHugh	C	
35301.2417	442 W. Shoshone		1911	Craftsman Bungalow	Franklin Manz	L. Larson	C	
35301.2421	422 W. Shoshone		1911	Craftsman Bungalow		G. Larson	C	
35301.2317	421 W. 19TH		1911	Craftsman Residence		O. G. Brubaker	C	
35301.2312	418 W. 20TH		1911	Craftsman Residence		G. Bostrom	C	
35302.3711	1928 S. Post	Taft House	1911	Craftsman/English Residence		William Hankins	C	
35302.371	1915 S. Lincoln		1911	Craftsman/English Residence		William Hankins	C	

35302.381	714 W. 20TH		1911	Craftsman/English Residence		Undetermined	C	
35302.3809	724 W. 20TH		1911	Craftsman/English Residence		C. T Rathke	C	
35301.2512	461 W. Shoshone		1911	Craftsman/English Residence		E. W. Larson	C	
35301.2603	611 W. Shoshone		1912	Craftsman Bungalow		J. I. Thomas	C	
35301.2527	438 W. 21ST		1912	Craftsman Bungalow	Franklin Manz	A. L. Doran	C	
35301.2525	418 W. 21ST		1912	Craftsman Bungalow	T. Magnuson	G. W. Pershall	C	
35301.2418	438 W. Shoshone		1912	Craftsman Bungalow	Franklin Manz	F. L. Montfort	C	
35301.252	448 W. 21ST	Alvis House	1912	Craftsman Residence with Swiss Chalet Influence	Franklin Manz	John Thomas, M. Endres	C SHR	
35304.0829	445 W. 21ST		1912	Swiss Chalet Bungalow		L. Searle	C	

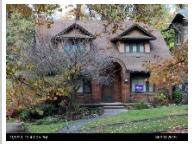
35302.4004	725 W. 20TH	Porter House	1913	Eclectic Residence	Frank G. Hutchinson	G. Bostrom	C SHR	
35302.3811	708 W. 20TH		1913	Craftsman Bungalow		S. M. Ruble	C	
35302.401	702 W. 21ST	Ritter House	1913	Craftsman Bungalow		Gus Bostrom	C SHR	
35301.2212	2008 S. Oneida		1913	Craftsman Bungalow	Cutter & Malmgren	N. M. Selander	C	
35302.3813	711 W. Shoshone	Clark House	1913	Dutch Colonial Revival Residence	Keith & Whitehouse	N. Skow	C	
35301.251	451 W. Shoshone	Lloyd House	1913	Craftsman Bungalow with Spanish Mission influence		E. W. Larson	C SHR	
35301.2416	448 W. Shoshone		1914	Craftsman Bungalow with Swiss Chalet influence		G. C. Gorsuch	C	
35301.2521	444 W. 21ST		1914	Craftsman/English Residence		Undetermined	C	
35301.2701	626 W. 21ST	Lundquist House	1914	“American” Residence	Earl Morrison	A. L. Lundquist	C	

35301.2524	428 W. 21ST		1916	Swiss Chalet Bungalow		C. E. Feltis	C	
35302.3702	823 W. Shoshone		1917	Craftsman Bungalow		H. E. Brokaw	C	
35301.2414	452 W. Shoshone		1919	Bungalow		O. M. Lilliquist	C	
35301.2513	469 W. Shoshone	Wilson House	1919	Colonial Revival, Williamsburg Residence	Whitehouse & Price	Undetermined	C	
35301.2511	457 W. Shoshone		1919	Craftsman Bungalow		O. M. Lilliquist	C	
35301.241	447 W. 20TH		1919	Craftsman Bungalow		O. M. Lilliquist	C	
35301.2419	432 W. Shoshone		1919	Craftsman Bungalow		O. M. Lilliquist	C	
35301.2604	617 W. Shoshone		1919	Craftsman Bungalow		Karl J. Berggren	C	
35301.2208	1924 S. Oneida		1920	Craftsman Bungalow		Undetermined	C	

35301.2425	443 W. 20TH		1920	Craftsman Bungalow		O. M. Lilliquist	C	
35301.2102	519 W. 18TH	Brooke House	1921	Cottage with French Colonial Revival influence	Westcott & Gifford	Philip S. Brooke	C SHR	
35301.2615	622 W. 20TH		1921	Craftsman Bungalow		Roy E. Pehrson	C	
35302.4002	707 W. 20TH		1921	Craftsman Bungalow		R. P. Jones	C	
35302.4008	714 W. 21ST		1921	Bungalow		C. H. Bemis	NC	
35304.0702	611 W. 21ST		1921	Craftsman Bungalow		Undetermined	C	
35304.0808	503 W. 21ST		1921	Craftsman Bungalow		O. M. Lilliquist	C	
35301.2405	423 W. 20TH		1921	Craftsman Bungalow		John Anderson	C	
35301.2103	523 W. 18TH		1921	Craftsman Bungalow		Ivan B. Royal	C	

35301.2517	502 W. 21ST		1921	Craftsman Cottage		Mrs. G. A. Pehrson	C	
35301.2605	623 W. Shoshone		1921	Dutch Colonial Revival Residence		Undetermined	NC	
35301.2307	1919 S. Oneida		1921	Foursquare Residence		Concrete Construction Co.	C	
35301.2104	603 W. 18TH		1922	Bungalow		W. D. Robbins	C	
35304.0809	507 W. 21ST		1922	Colonial Revival Residence		DeArmand	C	
35304.0703	617 W. 21ST	Rice House	1922	Craftsman Bungalow		J. Aurdal	C	
35301.2614	626 W. 20TH	Baker House	1922	Craftsman Bungalow		C. B. Sanderson	C	
35302.3708	1924 S. Post	Keedy House	1922	Craftsman Bungalow		H. C. Keedy	C	
35301.2606	627 W. Shoshone	Gibbon House	1922	Craftsman Bungalow		J. W. Forrest	NC	

35301.2505	421 W. Shoshone		1922	Dutch Colonial Revival Residence		A. H. Bruett	C	
35302.3701	807 W. Shoshone		1922	English Residence		B. J. Hebert	C	
35301.2506	427 W. Shoshone		1923	Colonial Revival Cottage		E. Buxton	C	
35302.2513	718 W. 18TH	Hammerlund House	1923	Colonial Revival Residence		K. J. Berggren	C	
35301.2404	417 W. 20TH		1923	Craftsman Bungalow		John D. Anderson	C	
35302.3805	737 W. Shoshone		1923	English Residence		J. J. Lohrenz	C	
35301.2207	1917 S. Stevens	Coe House	1924	Bungalow		Undetermined	C	
35303.021	825 W. 21ST		1924	Colonial Revival Residence		H. L. Acomb	C	
35301.2613	632 W. 20TH		1924	Craftsman Bungalow		David Carlson	C	

35301.2607	633 W. Shoshone		1924	Craftsman Bungalow		Karl J. Berggren	C	
35301.2519	452 W. 21ST		1924	Craftsman/English Residence		John E. Anderson	C	
35302.2519	714 W. 18TH		1924	Dutch Colonial Revival		Edward Hokanson	C	
35301.2107	604 W. 19TH		1924	Dutch Colonial Revival Residence		Leo H. Langhammer	C	
35301.261	703 W. Shoshone	Munsil House	1924	Eclectic Revival Cottage	Undetermined	Undetermined	C	
35301.2502	417 W. Shoshone		1925	Colonial Revival Residence		E. L. Frank	C	
35303.0212	819 W. 21ST		1925	English Cottage		Undetermined	C	
35301.2112	524 W. 19TH		1925	English Residence	Wells & Bertlesen	J. F. Telander	C	
35301.2629	637 W. Shoshone		1925	English Residence	F. Westcott	Undetermined	C	

35302.4105	2012 S. Post		1926	Cottage		O. F. Anderson	C	
35301.2221	2021 S. Stevens	Hawley House	1926	English Residence	Whitehouse & Price	Larson Bros.	C	
35301.2514	2049 S. Oneida	Robertson House	1927	Colonial Revival, Williamsburg Residence	Wells & Bertelsen	Peterson & Fielsted	C	
35302.3804	729 W. Shoshone		1927	English Cottage		H. C. Keedy	C	
35301.2406	427 W. 20TH		1927	English Cottage		L. C. Morsing	C	
35301.2703	643 W. 20TH		1927	English Cottage		J. J. Plumb	C	
35301.2206	1911 S. Stevens		1928	English Cottage		A. J. Carr	C	
35302.2605	1803 S. Lincoln		1929	Cottage		Donald McFarlane	C	
35302.4104	2011 S. Lincoln		1929	Cottage		Kaleb Anderson	C	

35302.4108	812 W. 21ST		1929	English Cottage		C. W. Erickson	C	
35301.2309	434 W. 20TH		1929	English Cottage		Otto Blomquist	C	
35303.0215	805 W. 21ST	Broderson House	1929	English Cottage		R. H. Payne	C	
35302.3715	816 W. 20TH		1930	English Cottage		L. H. Bump	C	
35302.4106	822 W. 21ST		1930	English Cottage		Kaleb Anderson	C	
35302.4109	2020 S. Post		1930	English Cottage		Andrew Olson	C	
35302.4007	718 W. 21ST		1930	English Cottage		Charles Nygren	C	
35304.0807	457 W. 21ST		1930	English Cottage		F. E. Walter	C	
35302.2603	818 W. 19TH		1930	English Cottage		J. J. Plumb	C	

35302.2602	812 W. 19TH		1930	English Cottage		J. J. Plumb	C	
35302.2601	803 W. 18TH		1930	English cottage	James M. Berkey	James M. Berkey	C	
35301.2601	603 W. Shoshone		1930	English Cottage		O. C. Stammerjohan	C	
35303.0214	811 W. 21ST		1930	English Residence		Harruff Bros.	C	
35304.0704	621 W. 21ST		1930	English Cottage		Kaleb Anderson	C	
35301.2202	1908 S. Oneida	Smith House	1931	Picturesque Cottage		M. Randolph Smith	C	
35301.2219	2034 S. Oneida		1931	English Cottage		L. H. Bump	C	
35301.2314	404 W. 20TH	Alstrom House	1931	English Cottage		Kaleb Anderson	C	
35302.2604	824 W. 19TH		1931	English cottage		J. J . Plumb	C	

35301.2203	1903 S. Stevens		1931	English Cottage		Kaleb Anderson	C	
35302.3709	1909 S. Lincoln		1931	English Cottage		R. A. Dunn	C	
35303.0101	707 W. 21ST		1931	English Cottage		W. C. Peelgren	C	
35301.2413	2021 S. Oneida		1931	English Cottage		M. H. Wickman	C	
35302.252	704 W. 18TH		1932	English Cottage		E. E. Andruss	C	
35302.4107	818 W. 21ST		1932	English Cottage		C. W. Erickson	C	
35301.243	405 W. 20TH	Croyle House	1932	English Cottage		Sam Christian	C	
35301.2415	2025 S. Oneida		1935	English Cottage		John E. Anderson	C	
35301.2213	2028 S. Oneida		1935	English Residence	Whitehouse & Price	Hazen & Clark	C	

35301.2515	2055 S. Oneida		1936	Colonial Revival Residence		M. Randolph Smith	C	
35301.2602	609 W. Shoshone		1936	Colonial Revival, Williamsburg Cottage		L. G. Wrather	C	
35302.3704	833 W. Shoshone		1936	Colonial Revival, Williamsburg Cottage		B. C. Newel	C	
35301.2313	410 W. 20TH		1936	English Cottage		Kaleb Anderson	C	
35302.3703	827 W. Shoshone		1936	French Eclectic Residence	Rigg & Vantyne	Hagen & Clark	C	
35301.2617	606 W. 20TH		1936	Mission Revival Cottage		John E. Anderson	C	
35301.2516	508 W. 21ST		1936	Regency Revival Residence	M. Randolph Smith	M. Randolph Smith	C	
35302.4006	726 W. 21ST		1937	Colonial Revival Residence		Gus J. Bouten	C	
35302.3803	723 W. Shoshone		1937	Colonial Revival Garrison Cottage		G. A. Carson	C	

35302.4009	708 W. 21ST		1937	Colonial Revival, Williamsburg Cottage		John Dostert	C	
35302.3714	822 W. 20TH		1937	English Cottage		Otto Stammerjohan	C	
35304.0802	411 W. 21ST	Warren House	1937	English Cottage		Ed Stammerjohan	C	
35302.3705	835 W. Shoshone	Peck House	1938	Colonial Revival Residence		L. M. Stair	C	
35301.2618	2058 S. Oneida		1938	Minimal Traditional Residence		E. D. Harriman and Howard Noble	C	
35301.2211	1927 S. Stevens		1939	Colonial Revival, Williamsburg, Cottage		M. H. Wickman	C	
35301.2107	608 W. 19TH	Kohlheep House	1939	English Cottage		Emma Johnson	C	
35301.2303	1916 S. Bernard		1939	Minimal Traditional Cottage		Kaleb Anderson	C	
35301.221	1925 S. Stevens		1940	Remodeled Colonial Revival, Williamsburg, Cottage		M. H. Wickman	NC	

35301.2109	614 W. 19TH		1940	English Cottage		I. W. St. John	C	
35301.2106	609 W.18TH		1940	English Cottage		Matt Remsing	C	
35302.411	802 W. 21ST		1941	Colonial Revival Residence		G. J. Bouten	C	
35301.2504	2016 S. Bernard		1941	Colonial Revival Cottage		Gus Bouten Const Co.	C	
35301.2108	611 W. 18TH		1941	Minimal Traditional Cottage		Frank J. Blackwell	C	
35301.2526	2024 S. Bernard	Clyde Millard House	1941	Minimal Traditional Cottage		Gus Bouten Const. Co	C	
35301.2114	504 W. 19TH	Dwinnel House	1941	Minimal Traditional Residence		Henry G. Mansur	C SHR	
35303.0109	717 W. 21ST		1942	Minimal Traditional Residence		C. Masters	C	
35301.2427	2008 S. Bernard		1942	Minimal Traditional Residence		Frank B. Jenkins	C	

35301.2423	410 W. Shoshone		1946	Minimal Traditional Cottage		N. R. Small	C	
35301.2503	2014 S Bernard		1946	Minimal Traditional Cottage		Undetermined	C	
35302.3806	1927 S. Post		1946	Minimal Traditional Residence		Undetermined	C	
35301.2501	2012 S. Bernard		1947	Minimal Traditional Cottage		Undetermined	C	
35302.3717	1944 S. Post		1948	Minimal Traditional Ranch		Gus Bouten Const. Co	C	
35301.2213	2018 S. Oneida		1949	Picturesque Residence		Paul Blomquist	C	
35301.2201	1902 S. Oneida		1950	Minimal Traditional Ranch		Jacob Schwartz	C	
35304.0812	531 W. 21ST		1950	Minimal Traditional Residence		W. E. McGourin	C	
35304.0811	525 W. 21ST		1950	Minimal Traditional Residence		W. E. McGourin	C	

35304.0803	423 W. 21ST		1951	Minimal Traditional Residence		W. E. McGourin	C	
35302.4103	2007 S. Lincoln		1952	Minimal Traditional Ranch		H. E. Nehrlich	C	
35302.4102	2003 S. Lincoln		1952	Minimal Traditional Ranch		H. E. Nehrlich	C	
35302.4005	2019 S. Post		1952	Minimal Traditional Residence		E. R. Spencer	C	
35301.2214	2003 S. Stevens		1953	Residence		Otto Blomquist	C	
35304.0701	607 W. 21ST		1953	Minimal Traditional Residence		Crescent Investment	C	
35301.2302	1914 S. Bernard		1954	Minimal Traditional Ranch House		John G. Boehm	C	
35301.2111	628 W. 19TH	Throop House	1954	Minimal Traditional Ranch House		Warren Throop	C	
35301.2110	620 W. 19TH		1954	Minimal Traditional Ranch House		Warren Throop	C	

35301.2301	403 W. 19TH		1954	Minimal Traditional Ranch House		John G. Boehm	C	
35301.2411	2003 S. Oneida		1954	Minimal Traditional Split Level		Guthrie Investments Inc.	C	
35304.0805	433 W. 21ST		1956	California Ranch House		Doerschlag & Svenson	C	
35304.0705	627 W. 21ST		1958	Minimal Traditional Ranch House		Frank M. Brown	C	
35301.2306	1907 S. Oneida		1958	Minimal Traditional Ranch House		T.C. Hughes	C	
35304.0804	429 W. 21ST		1966	Residence		Robert Dawson	NC	
35301.2205	1918 S. Oneida		1984	Craftsman Bungalow		Undetermined	NC	
35301.2204	1909 S. Stevens	Rundquist House	1985	Modernistic Cottage	Tim Rundquist	Undetermined	NC	
35301.2315	417 W. 19TH	Barr House	1993	Residence		Undetermined	NC	

35304.083	451 W. 21ST	Mayer House	1994	Neo-Eclectic Victorian Residence		Briar Hill Builders	NC	
35301.2318	425 W. 19TH		1994	Residence		Briar Hill Builders	NC	
35301.2529	431 W. Shoshone		1998	Residence	Nancy McKennon	Undetermined	NC	

Section 8: Statement of Significance and Narrative Evidence

Statement of Significance

The Cannon Hill Park Historic District[14] is significant in Spokane, Washington, as a designed and developer-shaped residential area. Created as the City of Spokane developed its overall park system, the neighborhood provided buyers an opportunity to reside in an extended park-like setting near two city parks, Manito and Cannon Hill.

The district is significant in the area of City Planning and Development and recognizes the influence of developers, including Arthur D. Jones, who oversaw CHPHD design decisions as president of both the Cannon Hill Co. and the Arthur D. Jones & Co. (Jones Co.) real estate firms. The CHPHD includes a city park and boulevard (both recommended by the 1908 Olmsted Plan for Spokane's park system), as well as the park-like landscape established in 1909-1910 that dominates and characterizes the entire neighborhood.

The Cannon Hill Co. proposed a plat that accommodated a city park and boulevard and, like other developers at the time, invested significantly in preparing the land for residential lots: regrading and laying sidewalks and curbs, installing water mains and a sewer system, and planting shade trees lining the streets. The Cannon Hill Co. used deed restrictions to prohibit the construction of apartment houses and commercial buildings. While similar plans were made for other residential neighborhoods, Jones's intentionality is well-documented and evident in the residential landscape. Following an initial wave of construction during the early 1910s, the CHPHD developed slowly over several decades. The varied residential building types and styles from the first period of development were common in Spokane and contribute to the vision Jones promoted for the neighborhood.

The extended period of CHPHD house construction is typical of Spokane after about 1910, when the availability of platted subdivisions outweighed stagnant population growth and outside influences impacted the economy. The initial CHPHD vision endured with one major modification: during the 1920s and 1930s builders substituted numerous modest well-designed houses for the substantial residences on double lots initially required at corner properties and facing Cannon Hill Park and the W. 21st Avenue boulevard. The prolonged development results in a continuum of residential design reflecting similar scale, relative cost, and extent of stylistic expression.

Today, the topography and shade tree canopy established by the Cannon Hill Co. still dominate the landscape and merge with the park and boulevard. Appreciation for these long-established shade trees has replaced the early emphasis on lots with views of the city or of Cannon Hill Park and its lake. In addition, the early emphasis on single-family home construction has endured and contributes to the character of the neighborhood.

[14] The platted addition to the City of Spokane, Cannon Hill Park, shares the name of the park within its boundaries, and hence can cause confusion. CHP is used to refer to the addition and Cannon Hill Park to the city park.

The CHP Historic District has a high degree of all types of historic integrity. It represents common patterns in neighborhood construction, as well as the evolution of an idealized residential concept envisioned near the end of Spokane's early 20th century boom period.

The CHPHD is experienced in the 21st century as a gracious historic residential neighborhood. Residential landscaping is varied and well-developed. Many of the street trees planted ca. 1910 still stand; their branches now hide views of the city and park but offer shady walks through the neighborhood to spend time in nearby parks. Cannon Hill Park's small lake still hosts ice skaters; children and adults enjoy activities on the broad lawn that replaced an early wading pool. While early and mid-20th century housing dominates the district's streetscapes, the continuum of architectural house forms and styles includes a handful of residences constructed after 1958.

The Period of Significance for the CHP Historic District extends from 1909 to 1958, when the post-World War infill construction period came to a close and 96 percent of the residential lots were built on. The last new dwelling erected in the district dates to 1998.

Considered as a landscape, the historic district exhibits Spokane's typical pattern of infill residential development, undertaken by general contractors acting as speculative developers. Within the CHPHD, these builders-as-developers followed this pattern after the first few years of development through the 1950s post-World War II building boom. All homes built between 1909 and 1958 are contributing, except for four that have been altered to the extent that their original design is not clearly evident: 1925 S. Stevens Street, 623 W. Shoshone Place, 627 W. Shoshone Place, and 607 W 21st Avenue. 1918 S. Oneida Place was rebuilt in 1984 after a fire and is also considered non-contributing to the district. Many of the other houses have existing additions and minor alterations that do not significantly alter their contribution to the neighborhood streetscapes and do not impact the dominance of the landscape. Six houses were built between 1966 and 1998 and are considered non-contributing to the district because of their dates of construction. Cannon Hill Park and the central boulevard of W. 21st Avenue between S. Bernard and S. Lincoln streets contribute significantly to the character of the district.

Eight properties in the district were individually listed in the Spokane Register of Historic Places prior to the creation of this district (Table 3). Most of the nominations support architectural significance. Two of the three properties developed by general contractor Gus Bostrom include Community Planning and Development as an additional area of significance. The Dwinnell House at 504 W. 19th Avenue is listed in recognition of the fallout shelter built on the property in 1961.

Table 3. Properties Individually Listed in the Spokane Historic Register

Address	**Date**	**Significance**	**Date Listed**
519 W. 18th Avenue	1921	Architecture	2021
504 W. 19th Avenue	1941	Cold War Social History	2022
725 W. 20th Avenue	1913	Architecture	1999
448 W. 21st Avenue	1912	Architecture and Community Planning & Development	2006

628 W. 21st Avenue	1911	Architecture and Community Planning & Development	2006
702 W. 21st Avenue	1914	Architecture	2023
451 W. Shoshone Place	1910	Architecture	2022
426 W. Shoshone Place	1911	Architecture & Community Planning & Development	2005

Historic Context

Spokane at the beginning of the 1910s

Near the end of the first decade of the 20th century, Spokane was well on its way to becoming the largest city in the inland northwest. The population was rapidly increasing. The city made plans for an extensive park system. Developers expanded the city significantly with newly platted neighborhoods. In fact, Spokane's boosters were almost too enthusiastic. For Spokane, as throughout the 19th and early 20th century American West, the boom-and-bust cycles of its mining, timber, and agricultural industries continued to change carefully laid plans.

Spokanites adopted a "boosting spirit" during its long heyday from 1903 and 1913. City boosters used statistics to claim explosive growth for Spokane and its hinterlands. Its population almost doubled from 1902 to 1907. Bank deposits grew from seven million dollars in 1903 to 24.5 million in 1907, and prosperous residents invested a notable portion of their wealth in building up the city. Entrepreneurs established most of the 230 industries and businesses, and by the fall of 1907 over 6,000 building permits had been issued.[15]

Many histories of Spokane emphasize this boom period when building construction mirrored rapid increases in population. Few of them explain the reasons for and realities of the period that followed. Historian Holly George draws on William Hudson Kensel's study of Spokane's economic history to note that wealthy industrialists were already experiencing a relative loss of economic power during the later years of the boom period. National and international markets and "Eastern capital" soon controlled more and more of the extractive industries and railroads. Both American and Canadian firms purchased local operations.[16] Spokane's rather isolated location in the Inland Empire became more double-edged. Isolation provided a large commercial hinterland, but the city was peripheral to other circulation systems and markets. Its inland location engendered a long battle over freight rates and even the largest commercial concerns in the city realized the limits of their influence.

Charles Francis Adams and other Easterners shaped the economy and physical form of Spokane during this first decade of the 20th century. Adams, grandson and great grandson of American presidents, probably became interested in Spokane when he was president of the Union Pacific Railway and active in railroad affairs. In the late 19th century he had invested in land in and around

[15] In the first decade of the new century, Spokane's population more than tripled, from 36,848 to 104,402.
[16] Holly George, *Show Town: Theater and Culture in the Pacific Northwest, 1890-1920* (Norman: University of Oklahoma Press, 2016), p 112.

Spokane, as well as in Lewistown, Idaho. During the early 1900s, Adams visited Spokane frequently and expressed interest in the city's development, especially in its park system.[17]

Adams purchased a former brickworks, a 120-acre parcel on the South Hill between 1905 and 1908. He then donated the clay quarry portion, approximately 13 acres, to the city for a park. Arthur D. Jones took an option on the purchase of the rest of that parcel in 1909.[18] That same year Adams sold to the Malloy Brothers and associates, a 640-acre parcel just north of the terminus of the Northwest Boulevard streetcar line which would become the Boulevard Park Addition. Adams also sold a large parcel at the southeast corner of the city that became the Lincoln Heights Addition. Jay Lawyer and W. H. Kiernan, doing business as The Western Trust & Investment Co., platted 600 of the 900 acres of this parcel during the spring of 1909.[19]

Aubrey White, longtime President of the Spokane Board of Park Commissioners, noted in *The Spokesman-Review* in February 1909, that during the past six months nearly 2,800 acres, almost all within the city limits, had been platted or sold to those intending to do so. These 11,000 lots could accommodate another 55,000 in population.[20] Among this surge of housing choices, the Cannon Hill Park Addition lots came onto the market in 1910.

But the 1920 federal census confirmed what those in the real estate sector already experienced. The dire news was a population drop of nearly 200 rather than continued rapid growth. Land transfers and platted residential areas had set the stage for dispersed rather than concentrated development. Investors began purchasing lots for resale, and the builders-as-developers who had already built "spec" houses allowed realtors to offer many at bargain prices, "less expensive than new construction." In the long term, this situation resulted in varied streetscapes throughout the city, where houses of different sizes, construction dates, and stylistic expressions stand side-by-side.

Cannon Hill Park and West 21st Avenue: Part of the Olmsted Brothers Plan for Spokane's Park System.

Cannon Hill Park shares some patterns of development with other city parks, but its transformation from a brick clay quarry and brickworks is a singular story. Historians consider J. T. Davie as an influential, long-lasting pioneer Spokane brickmaker, who sold bricks within three years of his 1879 arrival. In 1886, after working other clay deposits, Davie moved his brickyard to the South Hill. He partnered with contractor Henry Brook, who owned 40 acres on the hill, and together they purchased 80 adjacent acres. Davie ran the brickyard, while Brook erected buildings with its output. Davie recounted that in 1887 he began using a "brick machine," but the overworked brickmaker eventually sold out to Brook after producing 3,000,000 bricks mostly by himself when laborers were in short

[17] The Spokane newspapers reported frequently on Adams' visits to the city and activities.
[18] "Jones Buys Adams Tract," *Spokane Daily Chronicle*, 27 November 1908, p. 1.
[19] "Boulevard Park, Big Acre Tract Project in City Limits," *The Spokesman-Review* 4 April 1909, Part 3, p. 1; "Lincoln Heights is the Name of Spokane's Biggest Addition," *The Spokesman-Review* 7 March 1909, Part 3, p. 1. "Park Areas Vanishing" *The Spokesman-Review* 28 May 1909, p. 1.
[20] "Park Areas Vanishing" *The Spokesman-Review* 28 May 1909, p. 1.

supply. Soon after, Brook established a partnership with J. H. Spear which then became the Washington Brick and Lime Co.[21]

By about 1905, Brook and Spear had exhausted their South Hill clay deposit. Three years later, as promised, its new owners, the Adams Investment Co. donated the scarred clay quarry to the city for a park, first known as Adams Park.[22]. The company's action mirrored other park land donations city-wide: A. M. Cannon and J. J. Browne for Coeur D'Alene Park in Browne's Addition, F. Lewis Clark for Liberty Park, and D. C. Corbin for Corbin Park.[23] These businessmen recognized the multiple values of neighborhood parks which helped to sell residential lots, served as amenities for local residents, and supported overall city civic pride and development.

The sweeping 1908 Spokane Park Plan, delivered by the Olmsted Brothers firm of Brookline, Massachusetts, included Adams Park and Adams Boulevard, now known as Cannon Hill Park and West 21st Avenue. Olmsted Brothers would soon implement their recommendations for the design of three existing parks: Adams, Liberty and Corbin. In 1913 at Jones Co. request, the Parks Board selected the new name for Adams Park.[24]

The Olmsted Brothers' 1909 design layout for Adams/Cannon Hill Park followed their 1908 recommendations (Fig.10) with some minor exceptions. Newspaper articles described the brickyard quarry as 15 feet deep[25] and as a hole in the ground, unsalable for residential purposes.[26] The Olmsted Brothers report noted that most of the excavated areas were 8 to 10 feet deep and there were no trees on the property. The presence of trickling water on the property supported the decision to incorporate one or more lakes into the design.[27]

They had suggested that the deed-stipulated lake be "shallow, so as to serve as a wading pool and for safety when used for skating." Noting that older boys could play sports at nearby Manito Park, they thought that Adams Park should be "refined and pretty," intended for small children. Where possible, adjacent lots should be elevated above the park drives (also called driveways) and tree lawns. Their 1909 design layout implemented these ideas: a large lake on the park's east side with several islands connected by rustic footbridges; another rustic stone bridge crossing a stream connecting lake and wading pond on the west side; regularly placed trees as shade perimeter on both

---

[21] N. W. Durham, *History of the City of Spokane and Spokane County* (S. J. Clarke Publishing Company, 1912). pp. 367-368.
[22] Stephen Emerson and Linda Yeomans, *An Historic Property Inventory of Selected Properties in the Cannon Hill Park Addition, Spokane County, Washington; Survey Project Report* (Spokane, 2008), pp. 5, 7.
[23] Ann Marie Doyon, draft *Olmsted Park System of Spokane, Washington National Register of Historic Places Multiple Property Documentation Form*, 2013. p. E-23.
[24] Doyon, p. E-17; "Show Growth of the Parks," *Spokane Daily Chronicle* 11 February 1913, p. 15, refers to the park as the "Cannon Hill or Adams Park" in its overview of work at each location. The stone restroom building had been completed. "Cannon Hill is Real Park Name," *The Spokesman-Review* 21 November 1913, p. 10.
[25] *Report of the Board of Park Commissioners, Spokane, Washington, 1891–1913,* known also as the Olmsted Report p. 87.
[26] "Street Puzzle and Big Hole," *Spokane Press*, 8 March 1909.
[27] Joan Hockaday, *Greenscapes: Olmsted's Pacific Northwest* (Pullman: Washington State University Press, 2009), p. 107.

sides of the park's "border drives." Eventually, the wading pond proved unfeasible and became a lawn, joining the two lawns and restroom structure designed on the northwest side of the lake.[28]

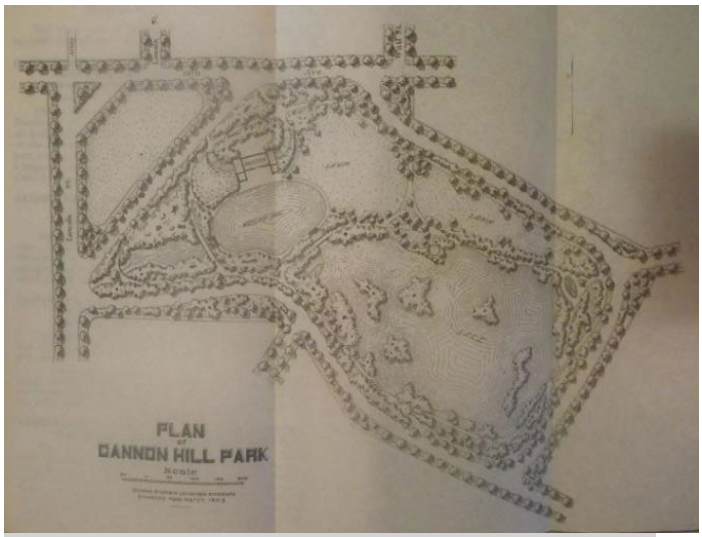


Fig. 10. Plan for Cannon Hill Park, 1909. Source: Ann Marie Doyon, draft *Olmsted Park System of Spokane, Washington National Register of Historic Places Multiple Property Documentation Form*, 2013. P. 55.

The boulevard form of W 21st Avenue was part of a drive system that connected city parks (Fig. 10).[29] W. 21st Avenue connected Manito Park and Cannon Hill Park with the proposed East Latah Parkway – now known as S. High Drive – at the edge of the bluff. The 21st Avenue boulevard, two-thirds of a mile long, would be wider west of Lincoln Street, a full 150-feet wide.[30]

As in other portions of the CHPHD, the Jones Co. planned to plant W. 21st Avenue with identical London plane trees. The company's advertisements included a depiction of the W. 21st Avenue boulevard lined with large residences and trees planted on both residential tree lawns and boulevard (Fig. 11).[31] By early 1910, the Jones Co. had established the boulevard's character with consistent plantings east of Wall Street. The City had not yet adopted a plan for the western portion of the boulevard, but intended to plant a variety of trees in contrast to those already at the eastern end of the boulevard.[32]

---

[28] "Plan of Cannon Hill Park, Olmsted Brothers, Landscape Architects, Brookline, Mass, 1909," appeared in the *Report of the Board of Park Commissioners*, *Spokane, Washington, 1891–1913*. Descriptions of Adams Park and the lots surrounding it are confusing as it was proposed that there be no barrier of a street between the houses and the park. Yet the plans show "drives" which became streets surrounding the park.

[29] "City of Spokane, Washington, Outline for System of Parks and Parkways," Olmsted Brothers, Landscape Architects, Brookline, Mass, April 1908 on R. L. Polk & Co's. Map of the City of Spokane Washington, 1907.

[30] *Report of the Board of Park Commissioners, Spokane, Washington, 1891–1913,* known also as the Olmsted Report p. 78; Doyon, p. E-16, E-18.

[31] Arthur B. Jones & Co. advertisement, *The Spokesman-Review* 19 September 1909.

[32] "Long High Drive Assured on Cannon Hill," *The Spokesman-Review* 13 March 1910.

Olmsted plan for parks and parkways shown on a modern city map. Source: Ann Marie Doyon, draft *Olmsted Park System of Spokane, Washington National Register of Historic Places Multiple Property Documentation Form, 2013*. p. 62.
Fig. 11. W. 21st Avenue boulevard

Depiction of what the W 21st Avenue boulevard could look like. Arthur B. Jones & Co. advertisement, *The Spokesman-Review* 19 September 1909.

Soon after the receipt of the Olmsted Brothers report, Spokane city residents passed a $1 million bond issue to implement the plan and create Spokane's park system. John W. Duncan oversaw the work on the existing parks, including Cannon Hill Park. The lake was filled with water during the early summer of 1912 (Fig. 12) and the park drives were macadamized, finished with compacted small gravel, after a 1913 description of the park.[33] The lake in Cannon Hill Park became a popular ice-skating venue.[34]

[33] "Show Growth of the Parks," *Spokane Daily Chronicle* 11 February 1913, p. 15.
[34] "Skaters are Reveling These Crisp Days on Southside Park Lagoons," *The Spokesman-Review* 13 December 1912.

Adams Park in Cannon Hill Has Scenic Lakes

Has Seven Acres of Water.

Fig. 12. Cannon Hill Park Lake with islands, as designed by the Olmsted firm.
Source: *The Spokesman-Review* 1 December 1912.

The Arthur D. Jones & Company Designed Cannon Hill Park Addition

Arthur D. Jones was active in Spokane real estate and civic matters from his 1887 arrival in the city until his death in 1934. He operated one of the oldest, most long-lasting, and influential real estate firms, which his sons eventually joined. Jones arrived in time to help rebuild downtown Spokane after the fire of 1889, handled numerous downtown commercial buildings over the years, and platted and developed many residential areas, including the Keystone Addition (1890), Richland Park in the S. Perry district (1903), the Hill Addition on the South Hill near Cliff Drive (1903), and Old Home Addition (more than one with similar names), as well as many areas of Hillyard. His involvement with the Inland Electric Railroad included platting the towns along its extensive routes.[35]

Beginning as early as August 1909 the Jones Co. promoted the Cannon Hill Park Addition on behalf of the Cannon Hill Co., the owners of the tract.[36] As president of the Cannon Hill Co., Arthur D. Jones signed deeds as lots were sold. While the Jones Co. newspaper advertisements and other documents kept the two identities distinct, Jones managed both businesses and shaped the CHPHD.

[35] "Death Summons Arthur D. Jones" *The Spokesman-Review* 1 April 1935, p. 8.
[36] The principals of the Cannon Hill Co. were not identified in articles in the *Spokane Daily Chronicle* or *The Spokesman- Review* during 1909.

The Vision for a Park-like Landscape

To oversee design, platting and sales in its new Cannon Hill Park Addition, the Jones Co. relied on some twenty years of experience with Spokane real estate, including earlier platted additions.[37] In 1909-10 the Cannon Hill Park Addition claimed one of the last available areas for development in the western portion of South Hill, north of 29th Avenue.[38] The Jones Co. promoted the Cannon Hill Park Addition as having several desirable qualities (Fig. 13). Its "close-in" location – within a mile and a half from downtown – and service by two streetcar lines made the neighborhood only 18 minutes away from downtown.[39] A Jones Co. advertisement asserted that this new line changed "the complexion of the whole upper hill."[40]

Jones Co. promotional material emphasized exclusivity and good value at the same time. The addition offered lots "cheaper than in any other equidistant part of the City," Speaking to speculative lot owners and potential builders-as-developers, messages emphasized the possibility of realizing large profits. This sales pitch recognized that with so many lots on the market, investing for future re-sales was an important way for everyone to endure a softening in demand. One advertisement presented examples of how in a short time lots had changed hands several times, always at a profit.[41] At the same time, Jones promoted "Buy Your Homesite in Cannon Hill Park Now" as all the improvements were completed and choice lots were available for $1,000. At the end of October 2010, a Jones Co. advertisement asked "What are YOU Doing about Cannon Hill Park?"[42]

---

[37] It seems likely that the Jones team included a landscape architect, perhaps one working for the Olmsted Brothers. No evidence found to date identifies one, and this Jones project is not in the list of projects that the Olmsted Brothers undertook in Spokane.

[38] The Spokane County Index of Plats (October 6, 2010) list includes two entries for the Cannon Hill Park Addition, one noting blocks 1-25 in 1909 and another one in 1910. As the Cannon Hill Park Addition remained 25 blocks in size, the 1910 plat may be for what was referred to as the Highlands of Cannon Hill Park.

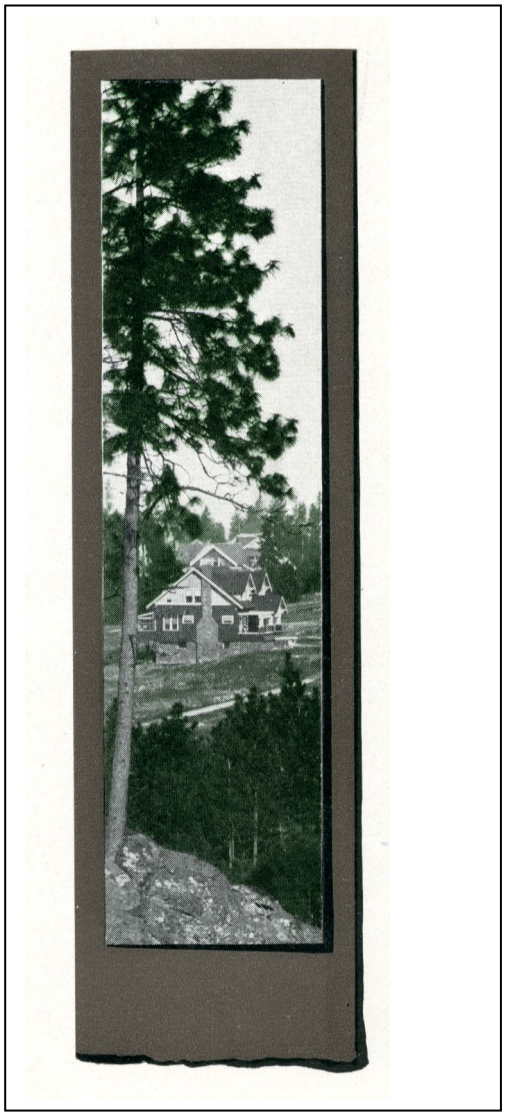
[39] "Cannon Hill Park Car Line Opens Tomorrow" *Spokane Daily Chronicle*, 15 October 1910, p. 18; Arthur D. Jones & Co. Offer Spokane's Finest Viewpoint Cannon Hill Park," *The Spokesman-Review* 7 March 1909.

[40] "Cannon Hill Park Car Line Opens Tomorrow."

[41] "Sale Opens Today, The Highlands of Cannon Hill Park," *The Spokesman-Review* 1 October 1911; Arthur D. Jones & Company advertisement, *The Spokesman-Review* 25 April 1909.

[42] "What are YOU Doing about Cannon Hill Park" *Spokane Daily Chronicle* 29 October 1910, p. 18.

Fig. 13. Source: Jones Co. real estate brochure.



The Jones Co. extensively promoted its vision for the addition, touting its concrete streets and sidewalks and tree lawns planted with regularly spaced shade trees (Fig. 14). Out of sight, but important, amenities included steel water pipes and sewer connections. The company promoted the neighborhood's swaths of lawn, common and highly desirable throughout Spokane.

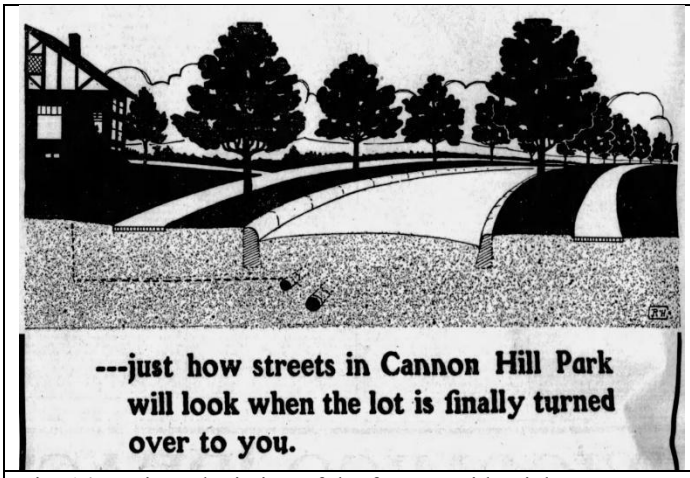


Fig. 14. Artist's depiction of the future residential area. Source: Arthur D. Jones advertisement, *The Spokesman-Review* 25 July 1909.

The plat approved by the city in 1909 presented as many lots as possible facing Cannon Hill Park (Fig. 15). Jones & Co. and the Cannon Hill Co. may not have introduced any completely new ideas about how an ideal residential landscape should be, but the thorough landscape design and promotional text emphasized the amenities that people wanted. The Spokane City Council passed an ordinance that allowed the Cannon Hill Co. to complete at its own expense the steel pipe water main system which would then become property of the city. Although electric utility poles are not mentioned in the promotional descriptions, the Jones Co. seemed to follow the Olmsted Brothers Report thinking on the positioning of poles and electric lines, "The poles carrying electric wires of various sorts occupying the streets are a great disfigurement to the city. …Where there are alleys available, no pole locations should be granted on adjoining streets, except where absolutely

necessary."[43] The alleys in the neighborhood were used for poles and others stand at the abutting rear property lines. The landscaping work included positioning top soil on the tree lawns. Lots were sold with deed restrictions that addressed physical components of the property. Advertisements for the CHP made it clear that only single-family homes of a certain quality could be built in the addition and that apartment buildings and stores, as well as temporary houses, were excluded.[44] Deed restrictions required a standard setback from the street and for corner lots, side setbacks as well, that reflected how dwellings were commonly sited in Spokane. Since corner properties were required to consist of more than one lot, substantial houses marked the corners. The minimum cost for dwellings was set at $3000, with $4000 being the minimum for residences facing the park and the W. 21st Avenue boulevard.

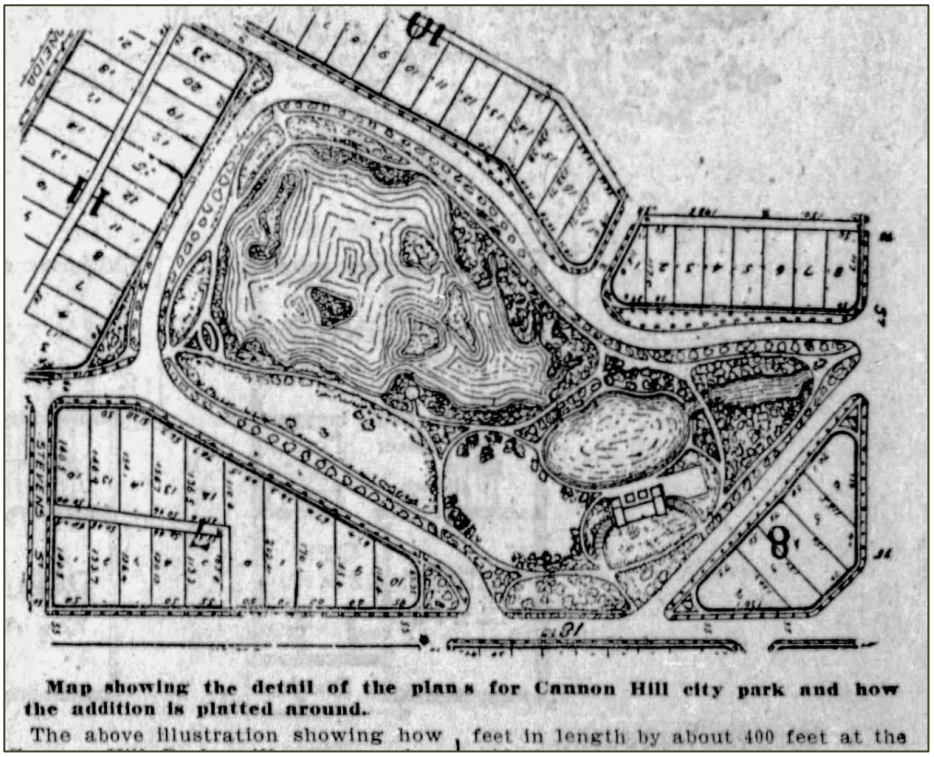


Fig. 15. Plan for Cannon Hill Park and surrounding blocks depicting tree planting plan. Note: The image is reversed with north at the bottom. Source: *The Spokesman-Review* June 20 1909.

Jones's map of South Hill (Fig. 16) showed the area west of Division Street including only a portion of Manito Park. Jones thus avoided mention and comparison with the larger, exclusive Rockwood

[43] Report of the Board of Park Commissioners, Spokane, Washington, 1891–1913, known also as the Olmsted Report 1913, pp. 100-01.

[44] *The Spokesman-Review* on May 22, 1910, printed an Arthur D. Jones company map indicating that the Cliff Park and South Side Cable additions had restrictions comparable to those adopted for CHP. Text emphasized that the lots in all the other additions on the South Hill had been sold, and therefore no restrictions could be added. Of course, the text asserted, "high-grade residences are going to Cannon Hill Park." Apartments were seldom constructed south of 14th Street, where developers and property owners embraced the concept of neighborhoods filled with just single-family dwellings.

neighborhood laid out by the prestigious Olmsted Brothers firm working with Robert Grinnell at the same time.[45]

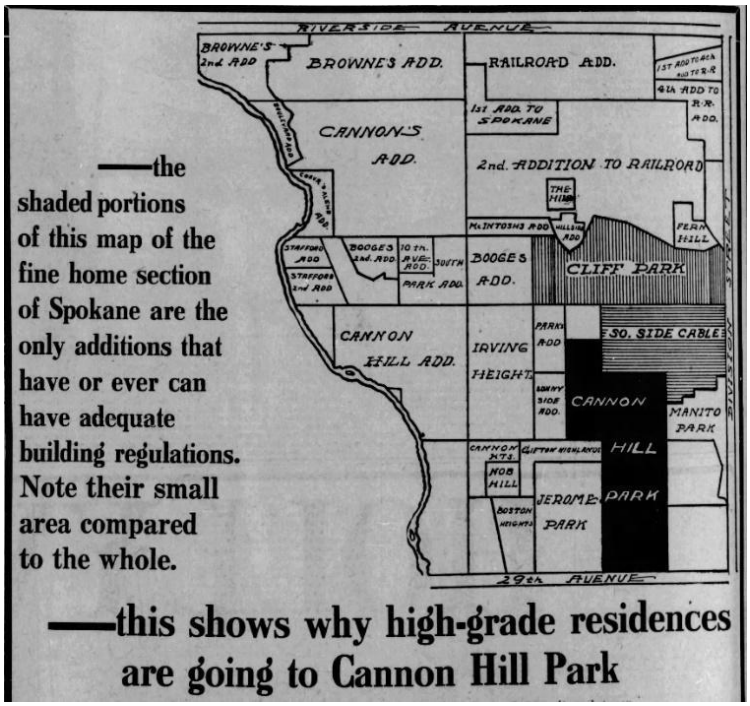


Fig. 16. Arthur D. Jones & Co. advertisement with map showing surrounding platted additions and making claims for the superiority of the Cannon Hill Park addition. Source: Arthur D. Jones & Co. advertisement, *The Spokesman-Review* 22 May 1910.

From Streetcar Lines to Garages

At the time before most residents owned automobiles, developers and real estate professionals considered streetcar lines essential. Public streetcar transportation had proven important for development of the lower South Hill and would be key to expanding neighborhoods up the relatively steep South Hill.[46]

The first-constructed Cannon Hill cable line avoided the steepest grades and the need for cutting through rock. As it did not extend south of 10th Avenue and ran west on Elm, it did not serve the area of the CHPA. By 1910, when the Jones Co. made the CHPA lots available, the Washington Water Power Co's Cannon Hill line, extended south through the central west residential area of the South Hill, served the CHPA as it skirted the addition on the west side on Lincoln Street.[47]

---

[45] The first houses were being erected in the Rockwood neighborhood at the same time that Jones was promoting Cannon Hill Park. Sally Reynolds, *Rockwood Historic District National Register of Historic Places Nomination*. Spokane, 1996. Arthur D. Jones & Co. advertisement, *The Spokesman-Review* May 22, 1910. The map may include an error, showing that the Cannon Hill Park Addition extended to 29th Avenue rather than 25th Avenue.

[46] Logan Camporeale, *Cannon Streetcar Suburb District Spokane Register of Historic Places Nomination*. Spokane, 2022. pp 7-1 and 8-1.

[47] Chas. V. Mutschler, Clyde L. Parent and Wilmer H. Siegert, *Spokane's Street Railways and Illustrated History*. Spokane: Inland Empire Railway Historical Society, 1987. p. 48 and Robert B. Hyslop, *Spokane's Building Blocks*, Spokane, 1983, pp. 383-384.

A second streetcar line served CHPA residents; it ran along the east side of Bernard Street from 14th to 25th Avenues. This line diverged from the Cannon Hill Line at S. Adams Street and W. 9th Avenue, meandered southeast, and ran a short distance on W. 14th Avenue to Bernard Street. After 1910 it was extended to W. 17th Avenue and Bernard and then to 33rd and Division. In 1923 it was known as the West Cleveland-Cable Addition line (Fig. 17).

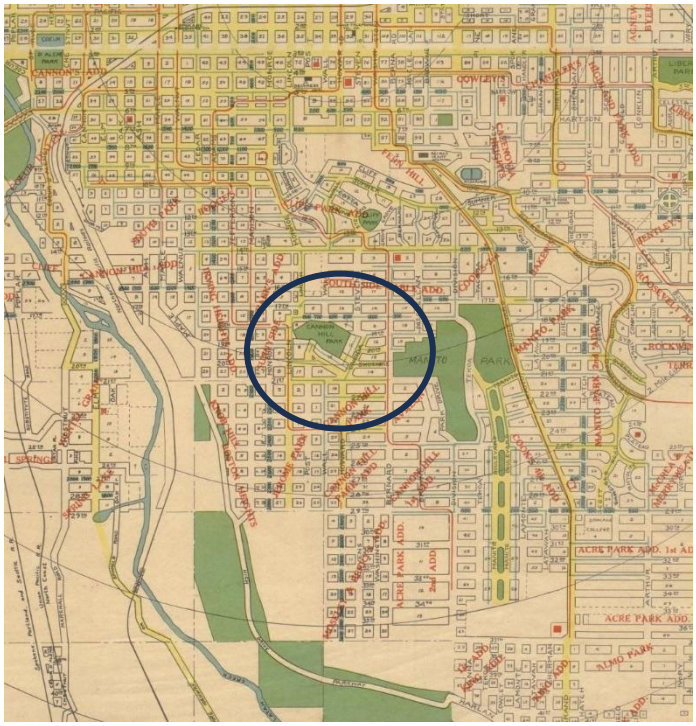


Fig. 17. Portion of 1922 streetcar system map, Spokane. CHPA lines in oval. Source: Spokane Historical, https://spokanehistorical.org/files/show/4063.

Although the Jones Co. advertisements promoted streetcar lines serving their addition, 1910 was the peak year of Spokane streetcar line ridership. By 1915 the Washington Water Power Co. was no longer expanding any lines. As automobile ownership and use increased, builders began providing free-standing garages with most houses or tucking one-car garages into part of the basement. The Spokane streetcar system operated until 1936; some later real estate advertisements noted nearby bus lines.[48]

Building out the Cannon Hill Park Historic District

Table 4 presents the eras during which the 191 dwellings in the CHP Historic District were built. The eras are defined by various means: the first years of avid promoting of the addition and gaps in building due to lack of demand and war-time materials shortages. Construction dates are from

[48] Mutschler, et al, pp. 48, 55.

building permits and newspaper articles; they should be within a year of the time the houses were completed.

Table 4. Build-out Eras of the Cannon Hill Park Historic District

Time period	Number houses constructed	% of total residences
The Early Years		
1909-1912: Intense Promotion	44	23
The Build-out Years		
1913-1932: The Cannon Hill Park Historic District Comes Into its Own	88	46
The In-Fill Years		
1935-1942: An Ideal Location to Build as the Economy Recovers	29	15
1946-1958 The Post World War II Building Boom	23	12
Post-1958 Still a Popular Neighborhood	7	4
	191 houses	100 percent

The designed landscape laid out in 1909-1910 forms the enduring framework for the CHP Historic District. The early houses from the initial heyday and those built in the 1913 to 1942 period contribute significantly to the character of the district. Builders-as-developers continued to build contemporary houses that perpetuated variety within a continuum of architecture and completed the vision for the CHP neighborhood.

Builders-as-Developers Shaped the District

General contractors and builders acting as speculative developers made the design decisions about most of the houses erected in the CHPHD according to building permits and newspaper articles. The real estate advertisements of 1909-1912 included new houses for sale in the CHPHD and indicate that this pattern extended from the first years of development in the neighborhood. The advertisements noted the number of rooms, modernness of the houses, location near the park and "view lots." They also promoted the reasonable cost of the existing houses, suggesting that the overall cost would be less than if someone started the process of building, and some were promoted as bargains. Builders-as-developers retained ownership as real estate offices advertised their newly completed houses. This group built some of the largest and most distinctive houses in the district and larger neighborhood. Real estate advertisements promoted a "New Japanese Bungalow" with "massive clinker brick columns on front and side porch," the house was a "strictly modern, up-to-date home.[49]

Builders-as-developers working in the neighborhood received more notice of their work in news articles than did architects. A *Spokane Daily Chronicle* article reviewing William Hankins' building

[49] "New Japanese Bungalow" *The Spokesman-Review* 20 October 1912; "Cannon Hill Home" advertisement, *The Spokesman-Review* 21 December 1913; "Stucco Swiss Bungalow near Cannon Hill Park," *Spokane Daily Chronicle* 2 July 1913.

projects in the larger Cannon Hill Park area in 1910 noted "Most all the designs have been originated by Ballards Plannary [sic] within the last few weeks."[50]

The Jones Co. relentlessly promoted the CHPA lots and houses for sale in news items about the work of the builders-as-developers and purchasers of the houses. These builders shaped the character of the residential building in the CHP Historic District, from the English residences of the early years (see Fig. 4) to the Minimal Traditional houses of the post-World War II building boom.

Nearly 100 general builders-as-developers erected houses in the CHP Historic District. Some builders owned the properties they developed and sold them as new houses; others worked with a property owner-as-developer and followed a similar scenario. A relatively small percentage were built for clients who would occupy the houses. When this took place the owner's name appears in the table of all properties (see Inventory Table below). The builders of 22 properties are undetermined as the building permit listed only the owner's name and no newspaper articles were found about the project. Several builders-as-developers built three or more dwellings in the district (Table 5). Quite a few more built two houses each (see Inventory Table below).

Table 5. Builders-as-developers most active in the CHPHD.

Builder	Address	Year	Builder	Address	Year
Anderson, John	433 W. 20th Avenue	1910	Lilliequist, O. M.	457 W. Shoshone Place	1919
	423 W. 20th Avenue	1921		447 W. 20th Avenue	1919
	417 W. 20th Avenue	1923		452 W Shoshone Place	1919
	452 W. 21st Avenue	1924		432 W Shoshone Place	1919
	2025 S. Oneida Place	1935		443 W 20th Avenue	1920
	606 W. 20th Avenue	1936		503 W. 21st Avenue	1921
Anderson, Kaleb	2011 S. Lincoln Street	1929	McGourin, W. E.	531 W. 21st Avenue	1950
	822 W. 21st Avenue	1930		525 W. 21st Avenue	1950
	621 W. 21st Avenue	1930		423 W. 21st Avenue	1951
	404 W. 20th Avenue	1931	Montfort, F.	704 W. 20th Avenue	1911
	1903 S. Stevens Street	1931		438 W. Shoshone Place	1912
	410 W. 20th Avenue	1936		1918 S. Oneida Place	1914
	1916 S. Bernard Street	1939	Plumb, J. J.	643 W. 20th Avenue	1927
Bostrom, Gus	634 W. 21st Avenue	1910		812 W 19th Avenue	1930
	428 W. 20th Avenue	1910		818 W 19th Avenue	1930
	628 W. 21st Avenue	1911		824 W 19th Avenue	1931
	418 W. 20th Avenue	1911	Rathke, C. T.	441 W. Shoshone Place	1909
	725 W. 20th Avenue	1912		728 W. 20th Avenue	1910
	702 W. 21st Avenue	1913		724 W. 20th Avenue	1911
Bouten, Gus Const. Co.	802 W. 21st Avenue	1941		1934 S. Post Street	1911
	2016 S. Bernard Street	1941		2006 S. Post Street	1911

[50] "To Build Five Fine Homes," *Spokane Daily Chronicle* 10 May 1910. The plan book was *Ballard's Plannery*, printed by the Ballard Plannery Co., Inc.

	2024 S. Bernard Street	1941	Searle, L.	614 W. 20th Avenue	1910
	1944 S. Post Street	1948		437 W. Shoshone	1911
Hankins, W.	1918 S. Post Street	1909		517 W. 21st Avenue	1911
	420 W. 20th Avenue	1910		445 W. 21st Avenue	1912
	1928 S. Post Street	1911	Stammerjohan, O.C.	603 W. Shoshone	1930
	1915 S. Lincoln Street	1911		411 W. 21st Avenue	1937
Larson, E. W.	1925 S. Oneida Place	1909		822 W. 20th Avenue	1937
	2004 S. Oneida Place	1909	Wickman, M. H.	2021 S. Oneida Place	1931
	514 W. 19th Avenue	1910		1927 S. Stevens Street	1939
	426 W. Shoshone Place	1910		1925 S. Stevens Street	1940
	1919 S. Lincoln Street	1910			
	461 W. Shoshone Place	1911			
	451 W. Shoshone Place	1913			

Architects Were Part of the Story as Well

Evidence from building permits and newspaper stories suggests that only a handful of architects designed houses that stand in the district (Table 6). Some of their projects were highly publicized while others were not.

Table. 6. Architects who worked in the district prior to 1959

Architect	**Address**	**Date**
James Berkey	803 W. 18th Avenue	1930
Cutter & Malmgren	2008 S. Oneida Place	1913
Hagen & Clark	827 W. Shoshone Place	1937
Frank G. Hutchinson	725 W 20th Avenue	1912
Keith & Whitehouse	711 W. Shoshone Place	1913
T. Magnusen	418 W. 21st Avenue	1912
Franklin Manz	438 W. 21st Avenue	1912
	442 W. 21st Avenue	1912
	448 W. 21st Avenue	1912
	538 W. Shoshone Place	1912
Earl Morrison	626 W. 21st Avenue	1912
Rigg & Vantyne	827 W. Shoshone Place	1936
M. Randolph Smith	2055 S. Oneida Place	1936
	508 W. 21st Avenue	1936
Wells & Bertelsen	524 W. 19th Avenue	1925
	2049 S. Oneida Place	1927

Frederick Westcott	637 W. Shoshone Place	1925
Westcott & Gifford	519 W. 18th Avenue	1921
Whitehouse & Price	469 W. Shoshone Place	1919
	2021 S. Stevens Street	1923
	2028 S. Oneida Place	1935

Franklin Manz designed four dwellings in the district and brought his distinctive Swiss Chalet style to the CHPHD in its early years. Three Manz designs were built during 1912 in the first wave of development. The Swiss Chalet influence is also seen in some Craftsman bungalows.

Harold Whitehouse was involved with four houses in the CHPHD. Keith & Whitehouse provided plans for the Dutch Colonial Revival style house at 711 W. Shoshone Place in 1913. Whitehouse & Price designed a large Colonial Revival style house for J. R. Wilson at 469 W. Shoshone Place in 1919. A few years later the selection committee included it as one of ten houses that were most architecturally beautiful in a *Spokesman-Review* City Beautiful contest.[51] Whitehouse & Price designed the large English style brick house at 2021 S. Stevens in 1926 for the Lloyd Hawley family. In 1935 Harold Whitehouse designed "Spokane House," the model house built at 2028 S. Oneida Place in 1935; as related in Section 8, this house was intended to demonstrate all that was good design in a new house. A decade earlier, those promoting "Better Homes" featured Ren Rice's new modern bungalow at 617 W. 21st Avenue. It was selected to be furnished and open to the public during the June 1923 Better Homes week.[52]

A collaboration between well-known and prolific developer Aaron L. Lundquist and local architect Earl Morrison was announced in March 1912. Lundquist had acquired the most prominent location in the CHPHD, four lots at the triangular end of the block at the intersection of W. 20th and W 21st avenues and S. Oneida Place. Morrison's design was picturesque and modern as it made the most of the unusual site. Wallace, Idaho merchant C. E. Bender purchased the house in 1914. (Fig. 18).[53]

[51] "John Doran Buys $20,000 House," *The Spokesman Review* 15 May 1923.
[52] "Better Home Week House Selected," *Spokane Daily Chronicle* 21 May 1923.
[53] "Plans Moorish Mansion on Hill," and "Elaborate Moorish Renaissance Residence which A. L. Lindquist Will Build on the Boulevard in Cannon Hill Park Addition," *The Spokesman Review* 3 March 1912, p. 10; "Cannon Hill Home Cost $30,000," *The Spokesman Review* 18 January 1914; "Cannon Hill Home Sells for $23,000," *The Spokesman Review* 17 May 1914.

Fig. 18. Rendering of the house Lundquist planned. The style of the large house is best considered American although it was described variously as Moorish and Spanish. Source: "Elaborate Moorish Renaissance Residence which A. L. Lindquist Will Build on the Boulevard in Cannon Hill Park Addition," *The Spokesman-Review* March 31, 1912 p. 10.

The Early Years

1909-1912: Intense Promotion

The Jones Co. actively used Spokane newspapers to promote their CHPA project, first releasing news about its landscaping, then highlighting the houses being built. To demonstrate their vision, the company had previously sold lots to builders-as-developers who began building in 1909. Once several homes were constructed, a large public advertisement appeared on March 7, 1909, announcing that lots were for sale to the public.[54] A year and a half later, the company promoted another section for sale - half of the Highlands of Cannon Hill Park, south of 21st Avenue – and their aim to "build up the district quickly and add 25 to 30 houses."[55]

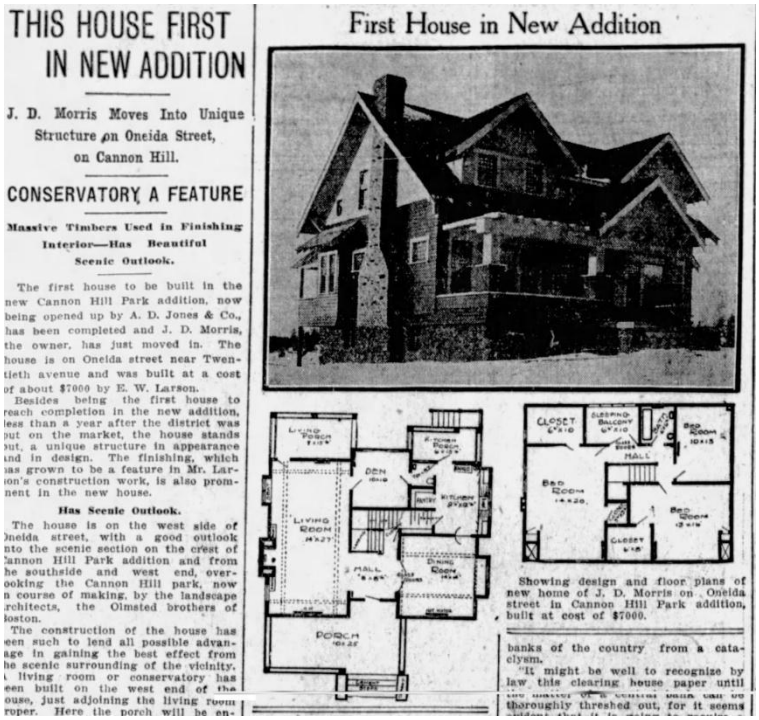
Frequent short news items, photographs and articles in the Spokane newspapers informed the public of CHPA houses being constructed. Most often these identified a general contractor as builder and property owner and noted the home's fine quality and cost. Such descriptions usually detailed the number of rooms as well as special features, such as fireplaces and basement billiard rooms. The phrase "high-class residence" appeared more often than references to any architectural style or building type. Descriptions also noted the features that took advantage of the views, such as "view balconies."[56] Two houses with a one-story bungalow form (451 W. Shoshone Avenue and 1918 S. Post Street) included a partial second story with many windows. They were described as sleeping porches or sunrooms and also afforded views.[57]

On January 23, 1910, the Jones Co. presented to the public the first house built in the CHP, erected by E. W. Larson for J. D. Morris. Located on the west side of Oneida Place, a conservatory at the rear of the living room had a "beautiful scenic outlook" westward to Cannon Hill Park and its lake

[54] "Arthur D. Jones & Co. Offer Spokane's Finest Viewpoint Cannon Hill Park," *The Spokesman-Review* 7 March 1909.
[55] "Today the Highlands of Cannon Hill Park," *The Spokesman-Review* 1 October 1911, Section D and "A Natural Park Divided into Homesites, Highlands of Cannon Hill Park," *The Spokesman-Review* 1 October 1911, p. 18.
[56] "$600,000 in New Homes in Cannon Hill Park Addition in Two Years," *The Spokesman-Review* 24 March 1912
[57] Ibid.

(Fig. 19).[58] A few months later the news featured M. L. Pershall's house at 2015 Oneida Place. Its photograph also documents nearby houses on W. 20th Avenue, including Dr. William Hall's home, half-timbered and referred to "Old English" in style, at the corner of Oneida Place overlooking "Cannon Hill Park from a point of vantage."[59]

Beginning in March 1910, news items and photographs of the new houses appeared regularly in the Spokane newspapers, no doubt prompted by the Jones Co. (Figs. 20-22). That month's articles presented three bungalows, two built by the Larson Brothers and one by J. F. Thomas, both builders-as-developers active on the South Hill. In October of that year, the Jones Co. released photographs of five of the 31 existing houses in the CHPHD with the message, "Buy Your Homesite in Cannon Hill Park Now" (Fig. 23).[60]



THIS HOUSE FIRST IN NEW ADDITION

J. D. Morris Moves Into Unique Structure on Oneida Street, on Cannon Hill.

CONSERVATORY A FEATURE

Massive Timbers Used in Finishing Interior—Has Beautiful Scenic Outlook.

The first house to be built in the new Cannon Hill Park addition, now being opened up by A. D. Jones & Co., has been completed and J. D. Morris, the owner, has just moved in. The house is on Oneida street near Twentieth avenue and was built at a cost of about $7000 by E. W. Larson.

Besides being the first house to reach completion in the new addition, less than a year after the district was put on the market, the house stands out, a unique structure in appearance and in design. The finishing, which has grown to be a feature in Mr. Larson's construction work, is also prominent in the new house.

Has Scenic Outlook.

The house is on the west side of Oneida street, with a good outlook into the scenic section on the crest of Cannon Hill Park addition and from the southside and west end, overlooking the Cannon Hill park, now in course of making, by the landscape architects, the Olmsted brothers of Boston.

The construction of the house has been such to lend all possible advantage in gaining the best effect from the scenic surrounding of the vicinity. A living room or conservatory has been built on the west end of the house, just adjoining the living room proper. Here the porch will be en-

First House in New Addition

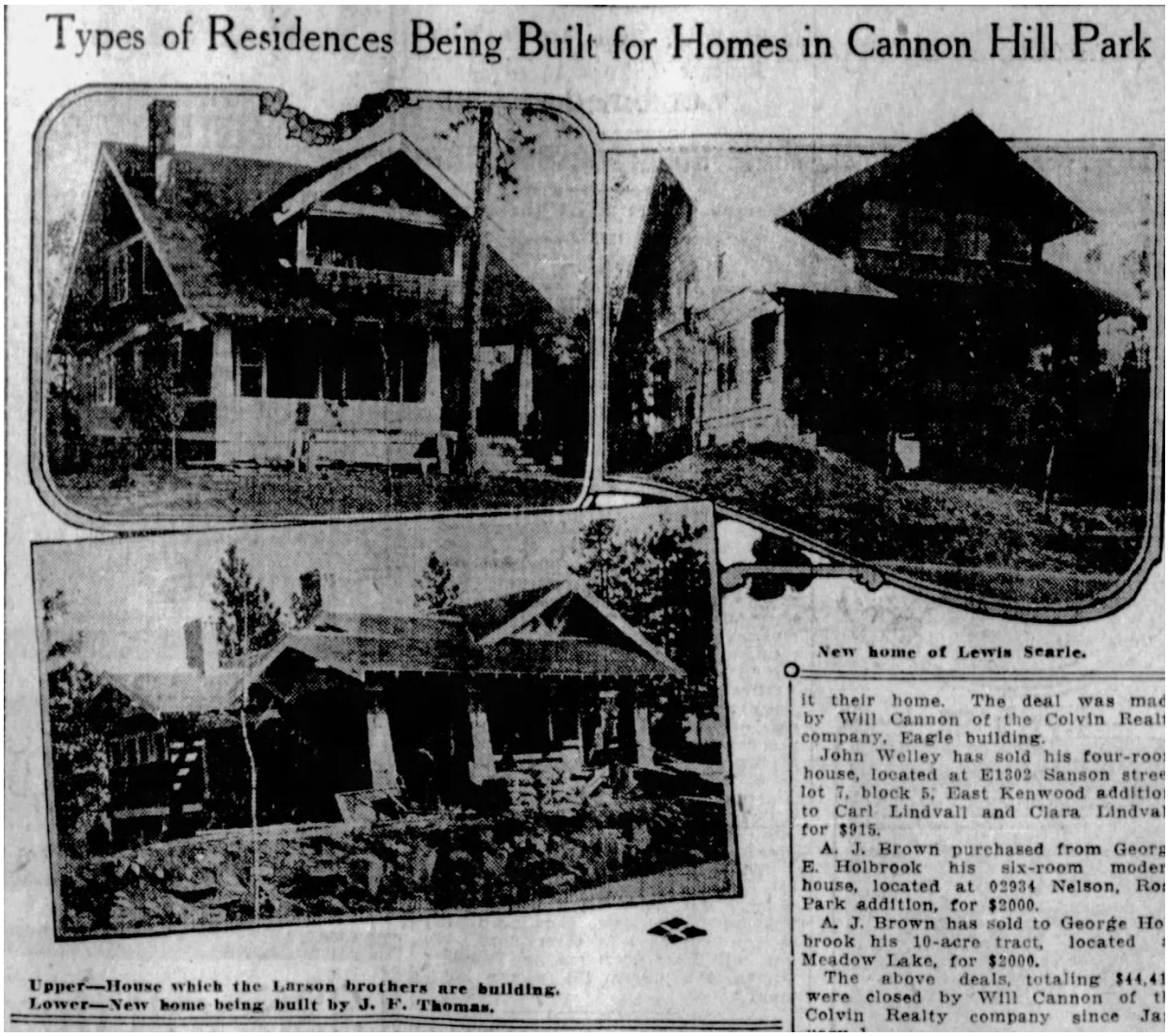
Showing design and floor plans of new home of J. D. Morris on Oneida street in Cannon Hill Park addition, built at cost of $7000.

banks of the country from a cataclysm.

"It might be well to recognize by law this clearing house paper until the assets of a central bank can be thoroughly threshed out, for it seems

Fig. 19. The first house in the new addition. Source: *The Spokesman-Review* January 23, 1910.

[58] "This House First in New Addition," *The Spokesman-Review* 23 January 1910.
[59] "Types of New Homes in Cannon Hill Park Addition," *The Spokesman-Review* 1 May 1910; "New Home in Cannon Hill Park," *The Spokesman-Review* 29 May 1910. Dr. Hall's house is now clad with siding that conceals its "Old English half-timbering."
[60] "Buy Your Homesite in Cannon Hill Park Now." *Spokane Daily Chronicle* 22 October 1910.



Types of Residences Being Built for Homes in Cannon Hill Park

Upper—House which the Larson brothers are building.
Lower—New home being built by J. F. Thomas.

New home of Lewis Searle.

it their home. The deal was mad
by Will Cannon of the Colvin Realt
company, Eagle building.

John Welley has sold his four-roo
house, located at E1302 Sanson stree
lot 7, block 5, East Kenwood additio
to Carl Lindvall and Clara Lindva
for $915.

A. J. Brown purchased from Georg
E. Holbrook his six-room moder
house, located at 02934 Nelson, Ro
Park addition, for $2000.

A. J. Brown has sold to George Ho
brook his 10-acre tract, located
Meadow Lake, for $2000.

The above deals, totaling $44,41
were closed by Will Cannon of t
Colvin Realty company since Ja

Fig. 20. "Types of Residences Being Built for Homes in Cannon Hill Park" *The Spokesman-Review* 24 March 1912.

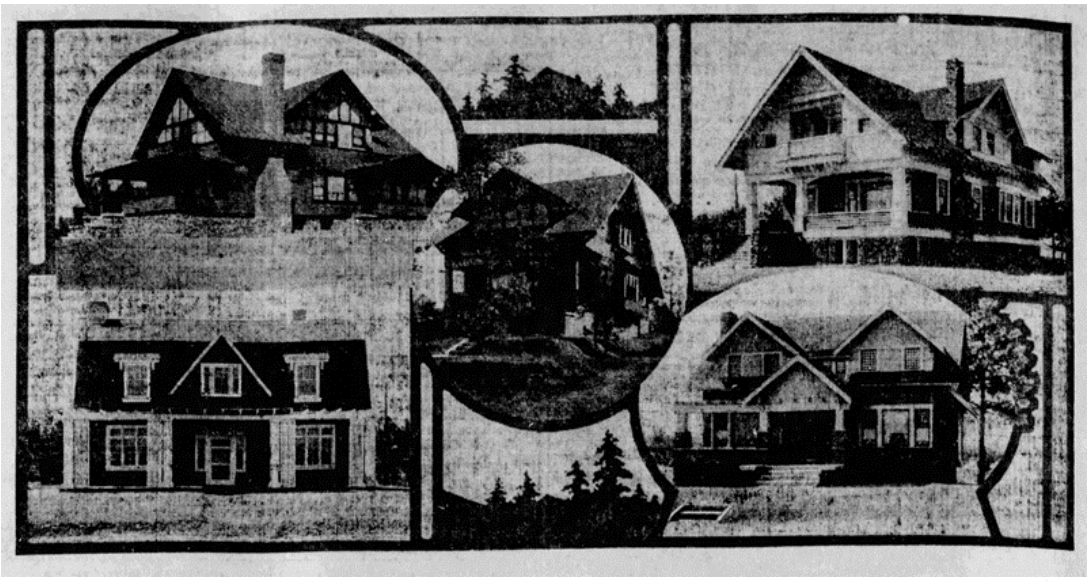
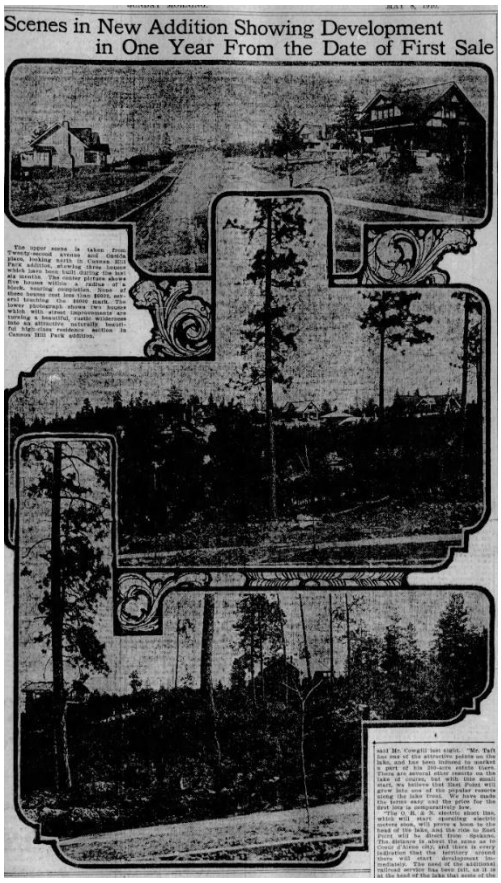


Fig. 21. "Some of the New Homes in Cannon Hill Park," features houses on Oneida Place, W. 20th Avenue and W. Shoshone Avenue in an Arthur D. Jones & Co. advertisement promoting the service of the new streetcar line. Source: *The Spokesman-Review* June 26, 1910, p. 8.

Fig. 22. A group of houses promoting the sale of lots that include bungalows and houses on W. Shoshone Avenue. Source: Arthur D. Jones & Co. advertisement, *Spokane Daily Chronicle* October 22, 1910.

Forty-four houses were built in the CHPHD during the 1909-1912 period. During these first years, and into the 1920s, views across the neighborhood and down to Cannon Hill Park were possible (Fig. 23). With only a few houses on most blocks, and the newly planted shade trees still below roof top level, the area only suggested what it would become.

Oneida street, looking northeast, in Cannon Hill Park. Note the parking strip all leveled down to be sown to lawn.



Scenes in New Addition Showing Development in One Year From the Date of First Sale

Fig. 23. Early views of the addition meant to emphasize the views. Sources: *The Spokesman-Review*, 17 October 1909 (top) 8 May 1910 (left) and 1 October 1911 (right).

A March 1912 news story reported on 15 new houses being built in the CHPHD and referred to the neighborhood as a "scenic district" where substantial, modern residences were under construction in a setting with more than five miles of paved streets.[61] The cost of the houses ranged considerably, far above the minimum costs required in deeds.[62] The builders-as-developers E. W. Larson , J. F. Thomas, M. L. Pershall, and L. Searle, among others, were actively building in the CHPHD.

[61] "$600,000 in New Homes in Cannon Hill Park Addition in Two Years," *The Spokesman-Review* 24 March 1912
[62] Ibid.

The Build-out Years

1913-1932: The Cannon Hill Park Historic District Comes Into Its Own

During the neighborhood's first years of intense promotion, the City issued building permits for nearly a quarter of the CHPHD properties (44 houses). But it took another decade to bring neighborhood occupancy nearer 50 percent. By 1924, 52 more homes were constructed, generally in the southern portion of the CHPHD. The preference for Craftsman bungalows continued. A few two-story English or Craftsman residences were added, and two new styles appeared: substantial Colonial Revival residences and English cottages. In addition, local newspaper notices decreased, likely due to fewer Jones Co. press releases. At the same time, a larger group of builders-as-developers became active.

Although construction slowed and only 37 more homes had appeared by 1932, when the Great Depression began its economic toll, the CHPHD was 69 percent full. It had transformed as numerous small bungalows and cottages lined the streets, creating one of the physical characteristics of the CHPHD today.

Despite deed restrictions, the ideal double-lot concept had not fully played out. This is particularly noticeable in the houses facing Cannon Hill Park. Deed restrictions for double lots and higher-cost houses on such "view lots" seem to have been taken seriously until the early 1920s. The English residence at 514 W. 19th Avenue (1910) and the Dutch Colonial Revival residence bungalow at 711 W. Shoshone Avenue (1913) stood at the edge of the park for ten years. Then most of the neighborhood's last large residences were constructed during the 1920s and convey the original vision for double-lots and large houses in prominent locations. Several were built on S. Stevens Street and W. Shoshone Place, as well as 524 W, 19th Avenue (1925) and 604 W. 19th Avenue. The choice corner sites at W. Shoshone Place and S. Post Street were developed. Contractor J. J. Lohrenz built an English residence (see Fig. 5), its yard designed by a landscape gardener[63] at 737 W. Shoshone Place (1923). A 1923 news story described B. J. Hebert's home across the street at 807 W. Shoshone Place as colonial in style with a park-like setting in a small grove of pine trees and no sidewalks disturbing the lawns surrounding it.[64] The English house at 2021 S. Stevens Street (1926) and a brick house to its north (1953) were part of this pattern.

Builders-as-developers continued to construct some bungalows but preferred to build cottage after cottage during this period. Several cottages appeared on W. Shoshone Place, some on the vacant lots facing Cannon Hill Park. Most of the remaining lots surrounding the park were filled during the 1920s and 1930s, including in 1931 five English brick cottages at the west edge of the park between S. Lincoln Street and W. 19th Avenue. Due to the nearly total disregard of deed restrictions by this time, many more homeowners today look directly at Cannon Hill Park than envisioned in 1909. Similar small brick dwellings appeared throughout the CHPHD during the 1930s, providing much of its architectural character.

[63] Unfortunately, not identified.
[64] "Cannon Hill Park Gets New Homes," *Spokane Daily Chronicle* 6 November 1923, p. 21.

In the mid-1920s, prominent Spokane realtor Robert Grinnell described the CHPA as "a well-established, high-class residential district, with many fine homes ranging in value from $5,000 to $25,000." He added "There has been a great deal of building in the district in the past few years, with a constant demand for homes of the better type." Grinnell noted that the construction of Wilson School at 25th Avenue and Lincoln Street added to the appeal of the residential area."[65]

Residential landscaping added to the already established park-like landscape of the CHPHD. During the early 1920s the Spokane Landscape Co. established a "trial grounds" near the park at W. 20th Avenue and S. Howard Street, growing over 60 types of tulips and many varieties of peonies and other flowering plants and shrubs under close observation for suitability for Spokane landscaping use.[66] By the 1920s photographs of the earliest houses showed mature landscaping, including the many trees planted in 1909 that now shaded the one-story bungalow rooflines. The large corner property at 807 W. Shoshone Place and S. Post Street featured bushes on its tree lawn and a sprinkler system (Fig. 24).

89 houses were built between 1913 and 1932 as the neighborhood was transformed with a large number of bungalows and cottages lining the streets.

Fig. 24. Three views of residences and landscaping. From left to right: 807, 422, and 457 W. Shoshone Avenue. Source: Charles Libbey photograph collection, Northwest Museum of Arts and Culture, online collection, photo catalog numbers (l-r): L87-1.45489-31; L87-1.48220-46; L87-1.37248-28 .

The In-Fill Years

1935-1942: An Ideal Location to Build as the Economy Recovers

Spokane residents lived on approximately 70 percent of the lots in the CHPHD by 1932 and the neighborhood remained a popular one. Its location remained comparatively close to downtown, and near two hospitals, St. Augustine parish church and school, and two public grade schools (Wilson and Roosevelt). Builders-as-developers continued to build speculatively on available lots. Another 29 houses were built before World War II shut down single-family home construction.

---

[65] "Grinnell Will Auction Sites," *Spokane Press* 30 October 1926.

[66] Spokane Landscape Co. advertisement, *The Spokesman Review* 25 April, p. 12. The southwest corner of the 20th Avenue and Howard Street intersection was the only one not developed by then with a residence. Other information about this test garden is yet to be found.

The Home Owners Loan Corporation (HOLC) created a 1938 snapshot of the larger neighborhood (Area A7: see footnote 49), extending to the south and west of the CHPHD; the report noted its brick and frame houses had an average age of 8 years, with 85 such houses (in the larger neighborhood) built in just the last year. Its housing stock was nearly 100 percent occupied and 70 percent of them were owner-occupied. Its description stated:

> This is believed to be one of the most uniform and charming areas in the West. The excellence of architectural design and high quality of construction in this area is notable. This is one of the most popular and highly regarded residential sections of the city and is the scene of its greatest building activity at the present time. The percentage of home ownership in the area is somewhat impaired by reason of the fact that many of the newly built dwellings remain unsold and have been rented.[67]

The HOLC's description of the area and other notes reflect the concern for any mix of people living in a residential neighborhood. Comments included "Harmonious surroundings and population uniformity and high standard of improvements." No Negro or "relief families" were noted as living in the area.[68] These descriptions are quite similar to those referencing surrounding districts; all were deed restricted and zoned for single-family residential use.[69]

Quiet S. Oneida Place became a well-known part of Spokane during 1935 and 1936 once a vacant lot at 2028 was selected as the site of a model house. A group of Spokane businessmen formed to build a moderate cost model home, one they described as "a perfect dwelling" and named "The Spokane House," intentionally evoking the historic Spokane House fur trading post. The group designated Realtor Ralph W. Watson as project manager and architect Harold Whitehouse of Whitehouse & Price as supervising architect. In July Watson announced the choice of "the most perfect site," based on several factors: neighboring homes, transportation, schools, street paving, sewer service and deed restrictions. The lot, like most in the city, was not on a corner, but had a change of grade so that the lower level could open onto grade at the rear of the house. The house was described as "modernized early American architecture (Fig. 25), consisting of seven rooms, and offering living space on three levels: in addition to the main floor, an unusual "recreational garden room on the lower level and a maid's room on the attic level[70]

While visitors were encouraged to stop by during construction, Spokane House opened officially during six weeks from late April through May 1936. Over 20,000 people visited, admiring its design, new appliances, and the modernism it demonstrated. When insurance executive Wallace Rothrock purchased the house in May, 1937, the model house became a home.[71]

---

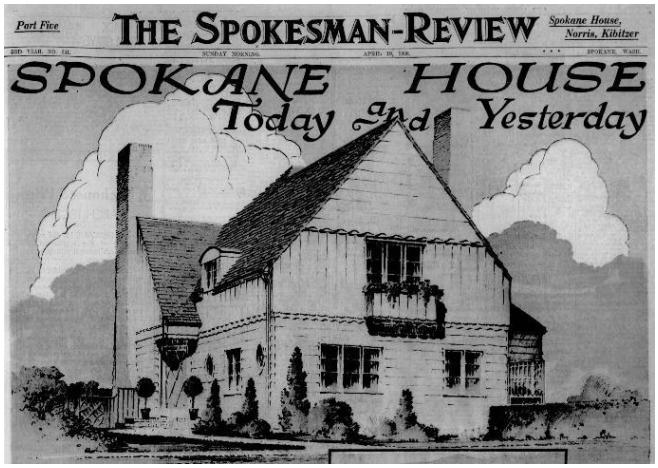
[67] Mapping Inequality website: https://dsl.richmond.edu/panorama/redlining/map/WA/Spokane/ area descriptions/A7#loc=12/47.668/-117.3898

[68] Ibid.

[69] HOLC map and description of Area A7 in Spokane Washington, 1938. Mapping Inequality Website, https://dsl.richmond.edu/panorama/redlining/map/WA/Spokane/area_descriptions/A7/#mapview=full&loc=13/47.6324/-117.3946&adview=full&scan=2/64.5484/-119.8828

[70] "'Spokane House' to be Built," *The Spokesman-Review* 14 July 1935, p. 6; "'Spokane House' Site on Oneida, *The Spokesman-Review* 21 July 1935, p. 6; Early American Style Planned," *The Spokesman-Review* 4 August 1935.

[71] *Spokane Daily Chronicle* special section "Spokane House" 23 April 1936; "Spokane House Today and Yesterday," *The Spokesman Review* 19 April 1936; "'Spokane House'" Visitors 25,000" *The Spokesman Review* 25 May 1936.


Part Five THE SPOKESMAN-REVIEW Spokane House, Norris, Kibitzer
SPOKANE HOUSE
Today and Yesterday

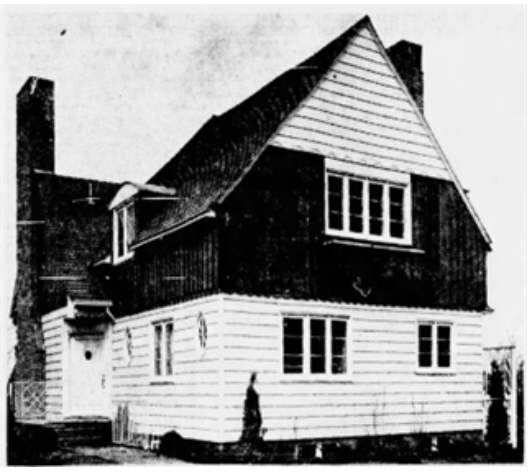


Fig. 25. Spokane House, in published rendering and photographed at the time of the 1936 public open house. Source: *The Spokesman-Review,* 19 April and 23 April 1936.

During these years, builders-as-developer M. H. Wickman built side-by-side houses on S. Stevens, both facing Cannon Hill Park:1927 S. Stevens in 1939 and 1925 S. Stevens in 1940. Mining engineer R. B. Shelledy purchased the first of these, a "white frame Colonial house" the same year it was built. This six-room house, with garage tucked into its basement, featured air conditioning and a basement recreation room.[72]

1946-1958: The Post World War II Building Boom

Residential building resumed after World War II, as returning service men needed houses for their families. Construction restarted as building supplies became available, slowly at first, then more intensely during the late 1940s and 1950s. Builders-as-developers and would-be homeowners turned to existing Spokane residential areas to find available lots, such as those in the CHPHD shown on the 1950 Sanborn fire insurance maps. (Fig. 26). These building sites included pairs of lots at the corners of W. 19th Avenue and S. Oneida Place and W. 19th Avenue and S. Bernard Street, likely once intended for larger residences. Another larger building site was located at the triangular area where W. 18th and W. 19th avenues meet on the north side of Cannon Hill Park. Back-to-back vacant lots also extended from W. Shoshone Place to W. 20th Avenue; three of these lots east of Post Street remained vacant and became side yards for adjacent homes. Vacant lots on Stevens and Bernard streets were subsequently split between neighbors. The CHPHD welcomed 23 new houses during this boom period.

[72] Building permits and "Mining Engineer Purchases Residence" *Spokane Daily Chronicle* 14 October 1939.

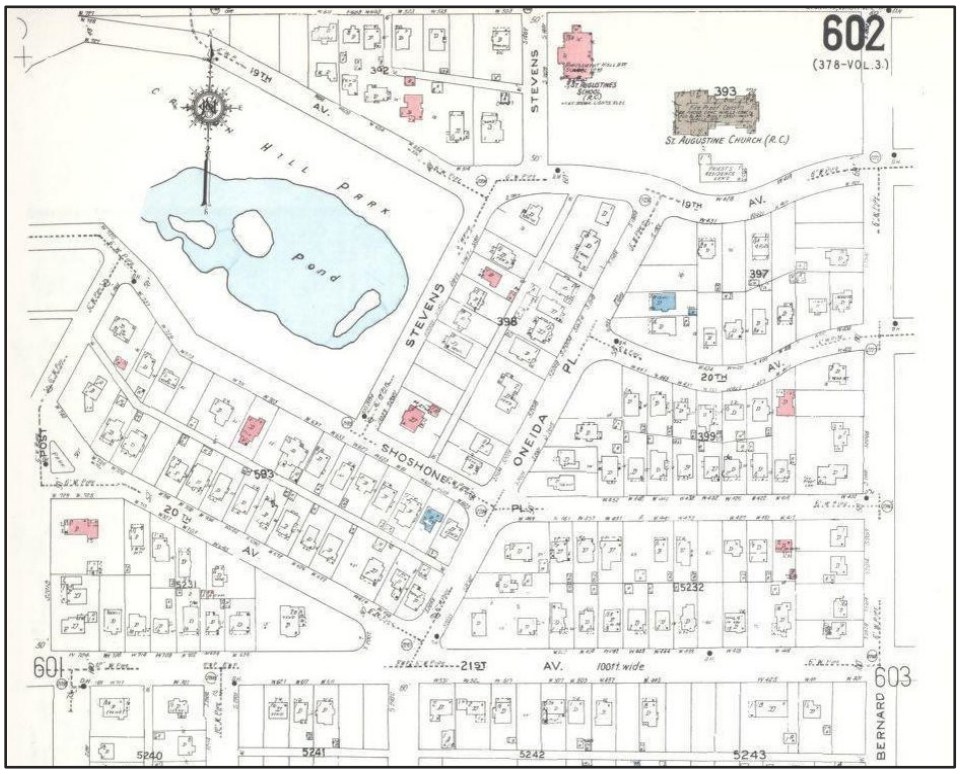


Fig. 26. The build-out of the CHPHD by 1950. Source: D. A. Sanborn, *Fire Insurance Map of Spokane*, Portion of the 1950 Vol 4, p. 602. Note: pink indicates brick buildings.

The W. E. McGourin contracting firm built three houses on the south side of W. 21st Avenue in 1950 and 1951. Nos. 525 and 531 W 21st Avenue are minimal traditional two-story dwellings set back at the building line. No. 423 W 21st Avenue, on a double lot, is a ranch house with one main living floor.

Real estate advertisements during the 1940s and 1950s usually did not contain the addresses of properties for sale. Yet the descriptions of CHPHD houses on the market indicate how the residential area was valued. Its location near St. Augustine Parish was always mentioned, as were both Wilson and Roosevelt grade schools. The nearby parks and park-like setting were also noted. Early 1940s advertisements for existing homes captured a sense of the neighborhood: "A beautiful 3-bedroom one-floor brick home in a setting under stately pines on a quiet paved street near CANNON HILL PARK" and 1928 S. Post was described as a "Traditional American family home situated on a quiet, secluded tree-lined street less than a block from ever-popular Cannon Hill Park."[73]

Architectural style was sometimes stated, brick construction was called out, and residential landscape was sometimes mentioned. A Colonial style house was described as having dignity. An

[73] Real estate advertisement, *The Spokesman-Review* 1 May 1949; advertisement for an open house at 1928 S. Post, *The Spokesman Review* 8 February 1948.

advertisement promoted a "Very impressive Cape Cod type home. Stone's throw from the park." "Old English Charm" and Cannon Hill Park received equal notice in a 1950 advertisement.[74]

Builder-as-developer H. E. Nehrlich built two houses in 1952, at 2003 and 2007 S. Lincoln Street on side-by-side vacant lots at the corner of W. 20th Avenue. No. 2003 is a minimal traditional brick ranch house, one story, but with an irregular form that acknowledges its corner location with two street fronts. Warren Throop took on the irregular shaped lots where W. 18th and W. 19th Streets meet on the north side of Cannon Hill Park and erected two brick ranch houses. The Throops occupied the western property and transformed a small triangle of land at the intersection not included in the lots into a combined flower and vegetable garden. The tradition of raising dahlias on the site continues.[75]

The sense of neighborhood and the Cannon Hill Park as its signature element was reinforced when nine neighbors organized the Cannon Hill Garden Club in March 1954 "to further neighborhood friendships; to promote and assist in neighborhood projects; and to exchange ideas and to gain knowledge of the art of gardening." The club set its membership capacity at 16, raising it a decade later to 24. Despite declining attendance in the 1970s, the optimistic group voted another membership increase - to thirty.[76]

Meeting in each other's homes (generally on the fourth Friday of September, October, and December-to-April), the women developed friendships over lunch or refreshments, actively recruited new members, tried their hands at crafts, and enjoyed a range of speakers. Enhancing its social aspect, members designated one meeting as an annual party, including husbands. Business sessions rotated officers annually and revised by-laws about every decade; by the late 1980s at least two meetings were moved to the evening, likely to accommodate members who had joined the workforce.

Post 1958: Still a Popular Neighborhood

Eight houses have been built in the CHPHD since 1958, six of which are included in the historic district boundary. All but one of these are located on one of the Avenues between S. Bernard and S. Oneida Place. After a fire destroyed 1918 S. Oneida Place, it was rebuilt in 1984 and is considered to date from that time. During the 21st Century, many owners have reinvested in their properties, making additions and adding amenities, including in-ground swimming pools. Owners have added larger garages to their lots, sometimes with living space above. This type of work altered the character of four houses to the extent that they no longer depict their historic character: 1925 S. Stevens Street. 623 W. Shoshone Place, 627 W. Shoshone Place, and 607 W 21st Avenue.

The activities of the Cannon Hill Garden Club continued to foster community. To fund special projects, the club assessed annual dues that began at $1 and reached $5 by the 1990s. A major 1950s project made American flags available and encouraged all neighborhood homeowners to fly them on

---

[74] Real estate advertisement, *The Spokesman-Review* 16 March 1947; Hege's advertisement, *The Spokesman-Review* 9 April 1950; Real estate advertisement *The Spokesman-Review* 11 September 1949.
[75] Eleanor Rutherfield, "Beet, Zinnia Share Space in Dual Plot," *The Spokesman-Review* 16 September 1973.
[76] Marsha Rooney compiled this narrative of the club based on its scrapbooks and records in January, 2025.

patriotic occasions. The group also coordinated with the Parks department to plant a few flowering trees in Cannon Hill Park around 1960; they donated to the Manito Flower Fund for Duncan Gardens plantings in 1985.

Cannon Hill Park was a popular ice-skating venue. Before budgets tightened in the late 20th century, the fire department sometimes flooded the pond to make ideal ice. Club minutes in 1961 thanked Parks Director William Fearn for dividing regular skaters from the hockey players. The club worked with Parks to build cement benches and a fire ring in 1972, but soon after began complaining about pond and bridge conditions, and late-night "activities" needing curfew enforcement and extra policing. They described a "perennial winter park problem concerning the fire and all our fire wood. …We have always had a fire in the park and taking out the fire ring will not solve our problem and will penalize all those who live around the park."

But the most visible of the club's projects, and its lasting legacy, was (and is) the annual Christmas Eve Caroling event that began in 1951. Mrs. Harold Anderson, who would become a charter member of the Garden Club three years later, patterned this event after her Swedish family tradition in upstate New York. First held just for families with homes bordering Cannon Hill Park, it quickly grew to include the whole area and engaged club members' husbands, as well. Some years, Santa rode a fire truck around the neighborhood, calling all to assemble; occasionally a church loaned a truck and loudspeaker to perform that job. Flyers reminded all to bring a log for the fire, although in 1962 a burning ban threatened the tradition, and club members supplied luminaria and flashlights. Each year the newspaper featured photos of club members' children to promote the event. Local stores donated candy for the children, and for years the Parker family led the singing, holding up oversized song lyrics for all to read.

Around 2007, the Parkers handed over these hand-lettered song sheets to club member Darlene Morehouse, who has led the group since that date. She keeps membership records and brief minutes for 1-2 meetings per year, attended by about 20 members. The club's primary project is organizing the Christmas Eve Caroling event, although they are discussing a summer 2025 event that would include spouses. The logistics and costs of the Christmas Eve event have risen significantly over the past decade, as Parks dismantled the fire ring, Fire permit fees increased drastically, and access to Park storage became more complicated. Dues will rise from $10 to $15 in 2025 to defray costs. Around 2020, the club voted to change its name to "The Cannon Hill Ladies Club."

BIBLIOGRAPHY

This designation report used articles from *The Spokesman-Review*, The *Spokane Daily Chronicle*, and *Spokane Press* found through searches using newspapers.com and documented in the footnotes. It made extensive use of the primary sources of Spokane Building permits and the Spokane County SCOUT map.

Camporeale, Logan. *Cannon Streetcar Suburb District Spokane Register of Historic Places Nomination*. Spokane, 2022.

Doyon, Ann Marie. Draft *Olmsted Park System of Spokane, Washington National Register of Historic Places Multiple Property Documentation Form*. 2013.

Durham, N. W. *History of the City of Spokane and Spokane County.* S. J. Clarke Publishing Company, 1912.

Emerson, Stephen and Linda Yeomans, *An Historic Property Inventory of Selected Properties in the Cannon Hill Park Addition, Spokane County, Washington; Survey Project Report*. Spokane, 2008.

George, Holly. *Show Town: Theater and Culture in the Pacific Northwest, 1890-1920.* Norman: University of Oklahoma Press, 2016.

Hockaday, Joan. *Greenscapes: Olmsted's Pacific Northwest*. Pullman: Washington State University Press, 2009.

Hyslop, Robert B. *Spokane's Building Blocks*. Spokane, 1983.

Mapping Inequality Website. Dhttps://dsl.richmond.edu/panorama/redlining/map/WA/Spokane/area_descriptions/A7/#mapview=full&loc=13/47.6324/-117.3946&adview=full&scan=2/64.5484/-119.8828

Mutschler, Chas. V., Clyde L. Parent and Wilmer H. Siegert. *Spokane's Street Railways and Illustrated History*. Spokane: Inland Empire Railway Historical Society, 1987.

Olmsted, John Charles and Frederick Law Olmsted for the Board of Park Commissioner. *Report of the Board of Park Commissioners, Spokane, Washington, 1891–1913*. Spokane: The Board, ca. 1913.

Reynolds, Sally. *Rockwood Historic District National Register of Historic Places Nomination*. Spokane, 1996.

Sanborn, D. A. *Fire Insurance Map of Spokane*. 1950. Vol 4, p. 602.

Woodwell, John K. "Spokane, Washington, West 21st Avenue, Bernard to Lincoln Street: A Boulevard Walking Tour." Brochure printed by the author, 2010 or 2020.

Public and Agency Comment

From: MacNaughton, James (DAHP)
To: Camporeale, Logan
Cc: Elenga, Maureen (DAHP); Thompson, Michelle (DAHP)
Subject: RE: Cannon Hill Historic District - SEPA Checklist for Agency Comment
Date: Friday, July 18, 2025 12:42:29 PM
Attachments: image004.png
image005.png
image006.png
image008.png

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good Afternoon Logan

This looks like a great project! Thank you for reaching out. If there's anything we at DAHP can do to help, just let us know!

All Best

James

James MacNaughton, MSc, RPA *(He/Him)*
Local Government Archaeologist
Email: James.MacNaughton@dahp.wa.gov
Mobile: (360) 280-7563 | Main Office: (360) 586-3065
Hours: 7AM – 3:30PM Monday to Friday
Physical Address: 1110 Capitol Way South Suite 30, Olympia, WA 98501
Mailing Address: PO Box 48343, Olympia, WA 98504-8343
www.dahp.wa.gov

From: Camporeale, Logan <lcamporeale@spokanecity.org>
Sent: Thursday, July 3, 2025 4:54 PM
To: Historic Preservation <preservation@spokanecity.org>
Subject: Cannon Hill Historic District - SEPA Checklist for Agency Comment

External Email

Good afternoon,

Please find attached the SEPA Request for Comments, SEPA Checklist, and Distribution List.

Project Name: Cannon Hill Park Addition Local Historic District

File Number: ORDINANCE 17D.100.285

Please direct any questions or comments to Logan Camporeale at lcamporeale@spokanecity.org or preservation@spokanecity.org by **Friday, July 18, 2025, at 5:00 PM.**

Thank you,

Logan Camporeale

Historic Preservation Specialist
City/County of Spokane
808 W. Spokane Falls Boulevard
Spokane, WA 99201-3329
Office: 509-625-6634
Cell: 509-564-4814
lcamporeale@spokanecity.org | www.historicspokane.org

From: Cravalho, Justin
To: Camporeale, Logan
Cc: Kokot, Dave
Subject: Re: Cannon Hill Historic District - SEPA Checklist for Agency Comment
Date: Thursday, July 17, 2025 12:27:11 PM
Attachments: image002.png
Outlook-iazv0is3.png

Good afternoon Logan,

Fire has no comments.

Thank you.

Justin M. Cravalho, Associate Engineer | Spokane Fire Department | Associate Fire Protection Engineer
509.625-7057 | *fax* 509.625.7006 | jcravalho@spokanecity.org | [spokanefire.org]spokanefire.org

OUR MISSION

We enhance your quality of life, always earning your trust, by saving lives, preventing harm and protecting property with compassion and integrity.

From: Camporeale, Logan <lcamporeale@spokanecity.org>
Sent: Thursday, July 3, 2025 4:54 PM
To: Historic Preservation <preservation@spokanecity.org>
Subject: Cannon Hill Historic District - SEPA Checklist for Agency Comment

Good afternoon,

Please find attached the SEPA Request for Comments, SEPA Checklist, and Distribution List.

Project Name: Cannon Hill Park Addition Local Historic District
File Number: ORDINANCE 17D.100.285

Please direct any questions or comments to Logan Camporeale at lcamporeale@spokanecity.org or preservation@spokanecity.org by **Friday, July 18, 2025, at 5:00 PM.**

Thank you,

Logan Camporeale
Historic Preservation Specialist
City/County of Spokane
808 W. Spokane Falls Boulevard
Spokane, WA 99201-3329

Office: 509-625-6634
Cell: 509-564-4814
lcamporeale@spokanecity.org | www.historicspokane.org

Spokane Tribe of Indians
Tribal Historic Preservation Office
P.O. Box 100 Wellpinit WA 99040

July 7, 2025

To: Logan Camporeale, Historic Preservation

RE: Cannon Hill Park Addition Local Historic District

Mr. Camporeale

Thank you for contacting the Tribe's Historic Preservation Office. We appreciate the opportunity to provide a cultural consult for your project; the intent of this process is to preserve and protect all cultural resources whenever protection is feasible.

In response this proposal is adopting a new section 17D.100.285 Cannon Hill park Addition local historic district overlay zone to title 17 of the Spokane Municipal code, I have no concern on code change, however if any ground disturbing activity there will be more consultation needed to complete this project.

However, if any artifacts or human remains are found upon inadvertent discovery, this office should be immediately notified and the work in the immediate area cease.

Should additional information become available, or the scope of work change, our assessment may be revised.

Our tribe considers this a positive action that will assist us in protecting our shared heritage.

If question arise, contact my office at (509) 258 – 4222.

Sincerely,

Randy Abrahamson
Tribal Historic Preservation Officer.
Spokane Tribe of Indians

From: Marsha Rooney
To: Historic Preservation
Subject: Community Comment for Plan Commission meeting, Sept. 24, 2025
Date: Monday, September 15, 2025 10:10:16 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Spokane's historic architecture is crucial to keeping our city unique and livable.
These features – both historic and contemporary - illustrate centuries of diverse stories of work, family and community. And most are visible (at no cost!) for every citizen to enjoy daily.
The Spokane Register aims to recognize and preserve a broad range of such stories through individual and district nominations. Among them, the Cannon Hill Park Historic District itself represents the story of early Spokane city planning; as population boomed, public-private collaborations created numerous middle-class neighborhoods that also provided healthy, walkable access to leafy parks and boulevards.
Accommodating regional boom-bust cycles and changing market trends, the district densified over its extended 50-year build-out, changing to include smaller homes and lots than originally platted.
The Cannon Hill Park Historic District continues this historical tradition by encouraging structural additions and ADUs that blend with existing neighborhood design elements. The district also effectively supports both the Olmsted Plan and the Spokane Comprehensive Plan, recognizing historic preservation while meeting contemporary needs including walkable, alternative transportation links.

Marsha Rooney
517 W 21st Ave

From: Laura Lake
To: Historic Preservation
Subject: Cannon Hill Historic District
Date: Monday, September 15, 2025 8:11:18 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Cannon Hill becoming an historic district will help to preserve and maintain the integrity and charm of this area that I so love.

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/20/2025

Committee Agenda type: Discussion

Council Meeting Date: 11/10/2025

Date Rec'd	10/15/2025		
Clerk's File #	ORD C36776		
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	First Reading Ordinance		
Council Sponsor(s)	KKLITZKE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ORDINANCE AMENDING SPOKANE MUNICIPAL CODE RELATING TO SEWER		

Agenda Wording

An ordinance relating to sewer, amending sections 13.03 and 13.05 of the Spokane Municipal Code.

Summary (Background)

The City of Spokane is in the process of reviewing its ordinances for technical cleanup and consistency and proposes. It is the intent of the City Council that the revenues from service changes be allocated into revenues for collection of wastewater (sewerage collection service) and revenues for treatment and other non-collection services of wastewater.

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?

All revenues are for operation of a public wastewater collection and treatment system.

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	AVERYT, CHRIS		
Division Director	FEIST, MARLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
mfeist@spokanecity.org	caveryt@spokanecity.org
eschoedel@spokanecity.org	rhulvey@spokanecity.org
mmarroquin@spokancity.org	rgennett@spokanecity.org
sspence@spokanecity.org	

ORDINANCE NO. C36776

AN ORDINANCE relating to sewer; amending SMC sections 13.03.1003, 13.03.1004, 13.03.1018, 13.03.1112, 13.03.1202, 13.03.1312, 13.03.0117, 13.03.0121, 13.03.0131, 13.03.0145, 13.03.0147, 13.03.0149, 13.03.0181, 13.03.0183, 13.03.0185, 13.03.0187, 13.03.0195, 13.03.0197, 13.03.0223, 13.03,0302, 13.03.0304, 13.03.0306, 13.03.0308, 13.03.0310, 13.03.0312, 13.03.0314, 13.03.0318, 13.03.0322, 13.03.0324, 13.03.0330, 13.03.0502, 13.03.0503, 13.03.0504, 13.03.0508, 13.03.0602, 13.03.0606, 13.03.0608, 13.03.0610, 13.03.0616, 13.03.0620, 13.03.0622, 13.03.0624, 13.03.0626, 13.03.0628, 13.03.0632, 13.03.0634, 13.03.0702, 13.03.0704, 13.03.0706, 13.03.0708, 13.03.0710, 13.03.0712, 13.03.0730, 13.03.0732, 13.03.0734, 13.03.0802, 13.03.0804, 13.03.0902, 13.03.0904, 13.03.0908, 13.03.0910, 13.03.0912, 13.03.0914, 13.03.0916, 13.03.1024, 13.03.1102, 13.03.1104, 13.03.1106, 13.03.1108, 13.03.1114, 13.03.1116, 13.03.1136, 13.03.1137, 13.03.1138, 13.03.1204, 13.03.1206, 13.03.1210, 13.03.1214, 13.03.1216, 13.03.1224, 13.03.1302, 13.03.1304, 13.03.1306, 13.03.1310, 13.03.1318, 13.03.1320, 13.03.1322, 13.03.140, 13.03.1604, 13.03.1606, 13.03.1608, 13.03.170, 13.03.180, 13.03.190; repealing SMC section 13.03.1208 to chapter 13.03; and relating to interference and utilities; amending SMC sections 13.05.010, 13.05.020, and 13.05.030 to chapter 13.05 of the Spokane Municipal Code; and setting an effective date.

WHEREAS, the City of Spokane is in the process of reviewing its ordinances for technical cleanup and consistency and proposes the following edits and revisions.

- Now, Therefore,

The City of Spokane does ordain:

Section 1: That SMC section 13.03.1003 is amended to read as follows:

13.03.1003 Purpose and Allocation

((~~The City's basic monthly service charge is a component of other rates below.~~)) It is the intent of the ((~~c~~))City ((~~c~~))Council that the revenues from service charges be allocated into revenues for collection of wastewater (sewerage collection service) and revenues for treatment and other non-collection services of wastewater. ((~~The allocation for collection of wastewater, and the rate for such service, is that amount determined to be the actual costs paid from this revenue source for collection of wastewater services, as determined each year. The remainder of the revenues shall be the rate for treatment / non-collection wastewater services.~~)) All revenues are for operation of a public wastewater collection and treatment system.

Section 2: That SMC section 13.03.1004 is amended to read as follows:

13.03.1004 ((~~Basic~~)) **Domestic Service Charge – Monthly Amount**

The City's ((~~basic monthly~~)) domestic service charge is reflected in this section.

((~~Basic~~)) Domestic Service Charge	Monthly Amount	
	2025	2026
((~~Basic~~)) ((~~d~~))Domestic service charge	$28.92	$30.34
Cost per RV dump connection	$7.05	$7.40

Section 3: That SMC section 13.03.1018 is amended to read as follows:

13.03.1018 Landfill Wastewater Pump and Treatment Services – Amount

This section lists the rate for landfill wastewater pump and treatment services.

Landfill Pump and Treatment Total	Monthly Amount	
	2025	2026
Per hundred cubic feet	$1.12	$1.18

Section 4: That SMC section 13.03.1112 is amended to read as follows:

13.03.1112 "Commercial User Charge"

"Commercial user charge" means the charge applied to a commercial user service account for the cost of treating the volume of wastewater from that service account of a standard strength of BOD, SS and P, plus a surcharge for the treatment of wastewater of more than standard wastewater strength as determined by wastewater monitoring, from a specific commercial user. Stormwater, also listed with commercial user charges, are:

A. General Stormwater Service Charges.

These are imposed for right-of-way maintenance and operations functions relating to stormwater management and control, fairly apportioned to the commercial user's benefit enjoyed/burden created; and

B. A CSO (Combined Sewer Overflow) Stormwater User Surcharge.

The CSO Stormwater surcharge is only imposed on commercial users within the CSO service area as reflected in the GIS map on file with the Wastewater ((~~d~~))Director ((~~of wastewater management~~)), which commercial (or industrial) uses also contribute stormwater flows directly into the combined sewer system.

1. CSO Stormwater User Surcharge Discounts

a. Where a customer pays CSO stormwater user surcharges for a new or remodeled commercial building that utilizes a permissive rainwater harvesting system or vegetated roof, as recognized by the Wastewater ((d))Director, such charges shall be reduced by ten percent.

   i. To be eligible for a reduction under this subsection the permissive rainwater harvesting system or vegetated roof must be properly sized to utilize all ((of)) the available roof surface of the building.

   ii. For purposes of administration a "commercial building" is defined to be a building on premises billed "CSO stormwater user surcharge" under SMC 13.03.1008(B).

   iii. "New or remodeled" shall mean a building built new or substantially remodeled.

b. The Wastewater ((d))Director shall grant an additional ten percent discount on application by the customer showing the use of low impact development facilities for stormwater management.

   i. Such facilities may include permeable pavement, bioretention areas, infiltration planters, and other low impact development best management practices as approved by the Washington ((s))State ((d))Department of ((e))Ecology and the City of Spokane.

   ii. Facility maintenance is required for continuation of this discount. Maintenance requirements for low impact development facilities can be found in the Eastern Washington Low Impact Development Guidance Manual and/or manufacturer guidelines

C. To obtain a discount under subsection (B)(1) of this section, a customer must file a completed written application on forms approved by the Wastewater ((d))Director and pay an inspection fee depending on the number of impervious acres to be inspected. All discounts are prospective from the date of inspection and shall not exceed the maximum allowable discount of twenty percent. The fee for inspection is:

   1. up to one impervious acre: Zero dollars;

   2. one to five impervious acres: Fifty dollars;

   3. five to ten impervious acres: One hundred dollars;

   4. ten to twenty impervious acres: Two hundred dollars, and

5. over twenty impervious acres: Four hundred dollars.

((~~The inspection certification approving discount eligibility under subsection (B)(1) is good for five years. The~~ Wastewater ((d))Director ~~administers this program with such additional rules as he/she shall provide, and may assess additional charges for administrative costs not encompassed herein.~~))

D. The commercial user charges are set forth in SMC 13.03.1008.

Section 5: That SMC section 13.03.1202 is amended to read as follows:

13.03.1202 Single-dwelling Units – Family Daycare Home

Single-dwelling units, apartment house units, mobile home units and trailer park units which are shown to pay as separate accounts in the records of the ((u))Utilities ((~~b~~))Billing division of the City of Spokane shall be charged the ((~~basic~~)) domestic service charge plus one domestic user charge for each unit.

A. A "single-dwelling" unit shall ((~~include~~)) include:

1. Kitchen or cooking area room, which must include a sink;

2. Bathroom, which must include a toilet, sink, bathtub and/or shower, ((~~and sink or a toilet, shower, and sink~~)); and

3. A separate entrance to the unit which does not require residents to co-mingle.

B. Family daycare homes, as defined in SMC 13.04.2002(D) of Water Rates, are considered domestic users and shall be charged the ((~~basic~~)) domestic service charge. ((~~plus one additional domestic user charge.~~))

Section 6: That SMC section 13.03.1312 is amended to read as follows:

13.03.1312 User Charge Based on Volume

A. Sewerage user charges are established ((~~on the basis of~~)) based on wastewater volumes calculated upon City water meter readings shall be adjusted on request to reflect water volumes consumed on the property of the customer for irrigation, provided an irrigation meter is installed, evaporation equipment, steam equipment, product additions or other similar consumptive water uses, that do not contribute wastewater loading to the municipal sewage collection and treatment system, as provided hereafter.

B. Meters of a design approved in coordination with the ((~~director and department of water and hydroelectric services~~)) Wastewater Director and the Water Director may

be installed by the user for the purpose of adjusting the volume of water consumption to establish actual wastewater loading to the municipal sewage collection and treatment system to determine the proper sewage user charge.

1. Each account may be assessed an additional forty percent of ((~~basic~~))domestic service charges per meter.

2. Meter installations used to determine actual wastewater loadings of the municipal sewage treatment and collection system must be approved by the Water ((~~d~~))Director in conjunction with the Wastewater Director.

3. Effective January 1, 1988, all new commercial and industrial users will be allowed volume discounts only when a separate approved water meter is provided at the owner's expense to quantify the actual volume not discharging to the sewer ((lawn sprinkling)) provided in Section 13.03.1312.A.

C. The water meter must be a positive displacement meter with a digital dial totalizer reading in hundreds of cubic feet.

1. The totalizer must not turn over more than once per year during the first year of installation.

2. The equipment of plumbing following a water meter used for wastewater flow reduction must not contain overflows or valves that can discharge to the sanitary sewer system.

3. The City shall be permitted access to the premises for meter reading and confirming that the water use is as stated by the user.

D. ((~~Upon written request, and subject to the approval of the director, the volume of wastewater loading of the municipal sewage collection and treatment system for any specific user may be determined on the basis of the average of the amounts of water consumed per month by the user during a five-month period commencing on the date of a water meter reading in the month of November and concluding on the date of a water meter reading in the following month of April, which average shall be computed annually after the water meter reading in April of each succeeding year~~.))

((~~1. This estimated computation has a fee of two dollars six cents per month.~~))

Section 7: That SMC section 13.03.0117 is amended to read as follows:

13.03.0117 "Combined Sewer"

"Combined sewer" is a sewer which conveys any category of wastewater, as permitted by the Wastewater ((~~d~~))Director, and performs the functions for both a sanitary sewer and a storm sewer.

Section 8: That SMC section 13.03.0121 is amended to read as follows:

13.03.0121 "Director" or "POTW Director"

"Director" or "POTW director" means the administrative head of the City ((~~w~~))Wastewater ((~~m~~))Management ((~~d~~))Department.

Section 9: That SMC section 13.03.0131 is amended to read as follows:

13.03.0131 "Lateral" or "Lateral Sewer"

A. "Lateral" or "lateral sewer" is a sewer to which side or private sewers may be connected from adjacent or vicinal properties.

B. The service area for a lateral is determined by the ((~~director of public works~~)) Wastewater Director based upon generally accepted engineering practices and subject to Spokane municipal practice.

Section 10: That SMC section 13.03.0145 is amended to read as follows:

13.03.0145 "Non-standard Strength Sewage"

A. "Non-standard strength sewage" is wastewater accepted for discharge into the POTW but which does not meet the criteria for acceptance as standard strength sewage, whether because of special characteristics, special treatment requirements, special monitoring or additional handling as a condition of acceptance.

B. Specific criteria defining this class of wastewater are determined by the Wastewater ((~~d~~))Director, in the exercise of sound discretion, considering the purposes set forth in this chapter, the public health, safety and welfare, and cost and expense to the POTW.

C. The Wastewater ((~~d~~))Director may further consider average concentrations of total suspended solids, B.O.D. and phosphorus, or other factors and may include any wastewater determined to have any of the following characteristics:

1. Containing more than ((~~two hundred fifteen~~)) three hundred milligrams per liter of suspended solids (TSS); or

2. Containing more than ((~~two hundred sixty~~)) three hundred milligrams per liter of biochemical oxygen demand (B.O.D.); or

3. Any other non-standard strength sewage, as defined by statute, ordinance, regulation or ((~~director's~~)) the Wastewater Director's order.

Section 11: That SMC section 13.03.0147 is amended to read as follows:

13.03.0147 "NPDES"

"NPDES" refers to the National Pollutant Discharge Elimination System permit program administered by the State of Washington ((~~d~~))Department of ((~~e~~))Ecology.

Section 12: That SMC section 13.03.0149 is amended to read as follows:

13.03.0149 "On-site Sewage Disposal System"

"On-site sewage disposal system" is any system or combination of piping, treatment or other facilities that store, treat and/or dispose of sewage and effluent on the property where it originates, or an 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. In general this includes septic tanks and/or cesspools.

Section 13: That SMC section 13.03.0181 is amended to read as follows:

13.03.0181 "Sewage"

"Sewage" is a combination of the water-carried wastes from domestic, business or commercial, industrial or manufacturing sources, including residences, business buildings, institutions and industrial establishments. "Sewage" also includes surface water and stormwater when discharged into a sewer system.

Section 14: That SMC section 13.03.0183 is amended to read as follows:

13.03.0183 "Sewer System"

A. "Sewer system" is a pipe, conduit, structure or appurtenance for conveying sewage. These definitions further identify this term according to who owns or maintains the sewer:

    1. private sewer,

    2. private storm sewer,

    3. side sewer,

    4. special side sewer,

    as opposed to public sewer.

B. In general, public sewers are also subdivided according to what they convey:

    1. sanitary sewer,

2. storm sewer, and

3. combined sewer.

Section 15: That SMC section 13.03.0185 is amended to read as follows:

13.03.0185 "Wastewater Maintenance ((~~**Supervisor**~~)) **Superintendent"**

A. "Wastewater ((~~maintenance supervisor~~)) Maintenance Superintendent" is a City official who reports to the ((~~director~~)) Wastewater Director and is responsible for inspecting the work of crews engaged in public sewer construction activity, including extensions, repairs, maintenance and new construction.

B. This person oversees repair, maintenance and cleaning operations for public sewers.

C. This person also regulates construction, use and maintenance of publicly-owned catch basins and drains.

D. This person inspects on-site sewage disposal systems in coordination with the ((~~h~~))Health ((~~e~~))Officer.

Section 16: That SMC section 13.03.0187 is amended to read as follows:

13.03.0187 "Side Sewer"

"Side sewer" is a sewer, not directly controlled or maintained by a public authority, which begins two feet outside the outer face of a structure wall or foundation, conveying wastewater from the building drain to the outside annular surface of a public sewer or private sewer, including in the right-of-way

Section 17: That SMC section 13.03.0195 is amended to read as follows:

13.03.0195 "Special Side Sewer"

A. "Special side sewer" is a side sewer connected to a lateral or other public or private sewer which is outside the normal service area of said sewer, as determined by the ((~~director~~)) Wastewater Director ((~~of wastewater management~~)) in the exercise of sound discretion.

B. Unless otherwise indicated or required by the context, all side sewer requirements apply to special side sewers.

Section 18: That SMC section 13.03.0197 is amended to read as follows:

13.03.0197 "Standard Strength Sewage"

A. “Standard strength sewage” is wastewater which complies with specifications designated by the Wastewater ((d))Director, City sewer rates and regulations, or this code as not requiring special treatment, monitoring or additional handling prior to acceptance by the POTW, considering chemical, physical and organic content, including but not limited to, B.O.D., suspended solids and phosphorus.

B. The Wastewater ((d))Director adjusts the definition of “standard strength sewage” in the City sewer rates resolution.

Section 19: That SMC section 13.03.0223 is amended to read as follows:

13.03.0223 Wastewater Hauler.

“Wastewater hauler” is a firm permitted to collect and transport materials removed from onsite grease control devices or septic tanks that may be discharged to a local POTW or discharged to a rendering facility. The Wastewater ((d))Director may approve industrial waste on a case-by-case basis.

Section 20: That SMC section 13.03.0302 is amended to read as follows:

13.03.0302 Mandatory Sewer Service – No Rights Created – Charge to Unconnected, Occupied Property

A. No wastewater, except stormwater, subject to applicable stormwater requirements, may be directly discharged into a natural outlet within the City of Spokane. All wastewater, sewage, wastes and waters, except stormwater, must be discharged into the POTW of the City of Spokane and/or into authorized on-site sewage disposal systems. This obligation applies to the owner of premises and to persons in possession, charge or control of the premises where prohibited discharges either originate or occur.

B. This chapter does not create rights for any individual or group to require construction of public sewers, connection thereto, or otherwise to receive sewer service from the City. The City reserves all rights to deny, limit or curtail service.

C. Charge to Unconnected, Occupied Property.

1. The ((city council)) City Council finds that the City is within a sole-source aquifer area. On-site sewage systems serving occupied premises should be discouraged to avoid degradation of the aquifer.

2. Occupied property derives a substantial benefit from the immediate availability of public sewer service, in addition to benefits from specific charges such as a general facilities charge or local improvement district assessments.

3. On-site sewage systems tend to delay the installation of sewer lines. Because sewers are the deepest utility in underground location, where sewer lines are delayed as an area continues to develop, a substantially greater expense arises to put in sewer lines beneath other utilities and fixtures which have been installed and ((~~pavement~~)) paved.

4. The charge for nonconnection of occupied premises to a public sewer where service is available shall be the rate assessed for such sewer service, except where prohibited by law.

    a. For purposes of this section, service "availability" is determined by the ((~~director~~)) Wastewater Director, consistent with this chapter.

Section 21: That SMC section 13.03.0304 is amended to read as follows:

13.03.0304 On-site Sewage Disposal Systems – Policy to Limit

A. It is the policy and intent of the City of Spokane, ((~~the~~)) Spokane County ((~~of Spokane, the~~)) Spokane Regional ((~~County h~~)) Health ((~~d~~))District and various other agencies of the ((~~s~~))State and ((~~f~~))Federal governments that on-site sewage disposal be limited and discouraged and, except where specifically authorized by permit, prohibited in all areas, and that all sewage be discharged into the POTW.

B. No on-site sewage disposal system may be constructed, used or maintained in the City of Spokane without a written permit from the ((~~h~~))Health ((~~o~~))Officer certifying that it meets the requirements of the ((~~h~~))Health ((~~district~~)) District.

    1. On-site sewage disposal systems must also meet the requirements of the Wastewater ((~~d~~))Director ((~~of wastewater management~~)) and this code.

C. An on-site sewage disposal system is not permitted whenever:

    1. public sewer service is available, as defined in subsection (D) of this section; or

    2. the premises are occupied by a significant industrial user; or

    3. public health or safety would be adversely affected.

D. Availability of Public Sewer Service.

    1. For purposes of this section, except as provided in subsection (D)(2) of this section, public sewer service is available if a street, highway, alley or easement in which a public sewer is located runs within ((~~any point~~)) two hundred feet or less at any point from the boundaries of the premises concerned and said premises are located within the design area for the public sewer.

2. Availability may be deferred from the time public sewer service is located within two hundred feet or less of the property concerned, so long as:
   a. sewage disposal service needs are limited to existing residential uses or equivalent, but this does not extend to multiple-family residential needs;

   b. the property is not platted and there is no further development or change in land use; and

   c. proximity to a public sewer arises from new construction initiated because of development other than on the premises concerned, and there is not otherwise determined to be a need for public sewer service to said premises.

3. Availability is determined by the ((~~public works director and utilities~~)) Wastewater Director, in the exercise of reasonable discretion.

E. Every owner, agent or occupant of any property constructing, using or maintaining an on-site sewage disposal system after public sewer service becomes available must discontinue use of the on-site facility and connect to the public system (POTW) upon the earliest of:

   1. the time the on-site system fails or requires pumping, or

   2. within one year after public service became available or so long as deferred under subsection (D)(2) of this section.

Section 22: That SMC section 13.03.0306 is amended to read as follows:

13.03.0306 Proper Connection of All Premises

A. Every owner, agent or occupant of any structure or premises used for human occupancy, employment, recreation or other purposes requiring sanitary facilities, or when the Wastewater ((~~d~~))Director ((~~of wastewater management~~)) or ((~~h~~))Health ((~~o~~))Officer shall so order, must construct or cause to be constructed all necessary sanitary facilities and a proper and sufficient sewer for connection to the public sewer in accordance with City requirements unless specifically exempted therefrom in writing by the Wastewater ((~~d~~))Director ((~~of wastewater management~~)).

B. A separate and independent side sewer is provided for each and every building or structure or any premises or property, except as authorized by the Wastewater ((~~d~~))Director ((~~of wastewater management~~)).

   1. A private sewer may be permitted in cases of engineering necessity, to prevent or correct a health or safety hazard, or for other good cause, all as determined

by the Wastewater ((d))Director ((~~of wastewater management~~)) or ((~~h~~))Health ((~~o~~))Officer.

C. Said side sewer connects said building, structure or property and all toilets and pipes therein used as receptacle of or ((~~conductor~~)) conveyance of wastewater to the public sewer.

D. Upon discovery of a violation of this section, a notice of noncompliance is given to the owner, agent, or person in possession, charge or control of the premises which may allow up to thirty days for compliance.

1. A longer or shorter time may be set by the Wastewater ((~~d~~))Director ((~~of wastewater management~~)) or ((~~h~~))Health ((~~o~~))Officer as may be deemed necessary to protect the public health and safety.

2. No notice is required prior to or as a condition of taking any enforcement action.

Section 23: That SMC section 13.03.0308 is amended to read as follows:

13.03.0308 Easement – Agreement to Maintain Private Sewer

A. As an additional condition of allowing connection of a private sewer, the property owner may be required to execute and record at ((~~his~~)) owner's expense an easement appurtenant to and for the benefit of premises crossed by a private sewer on a form supplied by the ((director of engineering services)) Development Services Center. A maintenance agreement must be filed with Spokane County.

1. Said easement is to be in a form approved by the ((~~c~~))City ((~~a~~))Attorney and recorded against all properties.

2. It runs with the land and allows perpetual access to said private sewer by all premises crossed, to include all maintenance responsibilities shall be by property owners.

3. Grantors of property crossed mutually covenant to maintain said sewer for the use and enjoyment of all premises crossed or affected, as determined by the ((~~director of engineering services~~)) Director of Engineering Services.

B. Said easement is not subject to revocation without the written approval of the ((~~director of engineering services~~)) Director of Engineering Services.

1. The City has no maintenance or repair obligations for said private sewers.

Section 24: That SMC section 13.03.0310 is amended to read as follows:

13.03.0310 Multiple-dwelling Units – Duties of Owners and Occupants

A. Every owner, agent and/or person in possession, charge or control of any hotel, motel, manufactured home park, condominium, apartment house or other multiple-dwelling unit arrangement has the duty to furnish such fixtures or other adequate means of disposing of wastewater originating from the premises as are approved by the Wastewater ((~~d~~))Director ((~~of wastewater management~~)). This section is supplemental to authority which may be exercised by other City officials.

B. In cases of hotels, motels, manufactured home parks, condominiums, apartment houses, other multiple-dwelling unit arrangements or any other areas the Wastewater ((~~d~~))Director ((~~of wastewater management~~)) deems to require public sewer service, the Wastewater ((~~d~~))Director ((~~of wastewater management~~)) may require multiple tenants or the property owners to appoint an agent or agents responsible and accountable to the City for making payment for City sewer service whenever multiple billings are deemed unreliable or inconvenient.

    1. Failure of an agent to discharge any duty imposed by this section does not relieve any property owner, tenant, occupant, customer or any other person of any legal obligation imposed herein and the City reserves all rights and remedies at contract and law.

Section 25: That SMC section 13.03.0312 is amended to read as follows:

13.03.0312 Disorders on Private Premises – Prompt Repairs

A. When any sewer, pipe, drain or on-site sewage disposal system located on private premises becomes obstructed, broken, out-of-order or otherwise inoperative, the ((~~h~~))Health ((~~o~~))Officer or the Wastewater ((~~d~~))Director, if the owner of such premises, customer, occupant or other person responsible for the care and management of the premises, or the agent of any of the foregoing (hereafter jointly and severally referenced as “owner/customer”) fails to correct the problem after two days’ notice to do so, and upon a determination that the public health and safety is or could be endangered thereby, causes such sewer to be removed, reconstructed, repaired, pumped, altered or cleansed, as deemed expedient, at the expense of the owner of such premises.

    1. No notice is necessary in cases of imminent danger to the public health and safety.

B. Said broken, obstructed, out-of-order or otherwise inoperative sewers, pipes or on-site sewage disposal systems are declared public nuisances which may be summarily abated at the sole expense of the premises owner and/or responsible persons, notwithstanding any other provision of this chapter.

C. In the case of a publicly owned sewer line, where the disorder was not the result of problems which have been determined by the Wastewater ((~~d~~))Director to have

originated from an identifiable premises or area, the owner/customer is not responsible for repair expenses, but must allow prompt and reasonable access where required by the Wastewater ((d))Director on any abutting premises for repairs and maintenance as ordered by the Wastewater ((d))Director.

1. Property owner/customers are further required to cooperate with the Wastewater ((d))Director to allow the utility to repair or maintain the line or must pay any additional costs incurred by the utility because of failure to cooperate and allow access, which may be billed as a cost of sewer service to the premises concerned.

2. Cooperation includes providing access and information known to the owner/customer about any special conditions, underground obstructions or other information of any special problems relating to access or repair or maintenance activities.

3. These obligations are supplemental to any other contractual undertaking or legal duty.

Section 26: That SMC section 13.03.0314 is amended to read as follows:

13.03.0314 Non-standard Strength Sewage – Special Arrangements

A. Non-standard strength sewage must be made to conform to standard strength sewage consistent with the requirements of this chapter prior to discharge into the POTW at the ((generator's)) generators or source's sole expense and liability.

B. The Wastewater ((d))Director may, however, by special agreement or arrangement accept non-standard strength sewage subject to additional charges and terms as the Wastewater ((d))Director deems appropriate.

Section 27: That SMC section 13.03.0318 is amended to read as follows:

13.03.0318 Unlawful to Dispose of Sewage

A. Except as authorized by this chapter, no person may dispose of sewage, water-carried wastes or polluted waters.

B. Sanitary sewage is disposed of only into a sanitary or combined sewer with proper payment of all fees and charges therefor, or to an authorized on-site sewage disposal system.

C. Industrial process wastewater and non-contact cooling water is disposed of only into a sanitary or combined sewer, or other sewer or place approved by the Wastewater ((d))Director, with proper payment of all fees and charges therefor.

Section 28: That SMC section 13.03.0322 is amended to read as follows:

13.03.0322 Use of Storm Sewers, Combined Sewers, Natural Outlets

Except as herein provided no person may discharge or cause to be discharged any wastewater, except stormwater, into a storm sewer. Additionally, notwithstanding the foregoing, non-contact cooling water or other wastewater (some unpolluted industrial process wastewaters) may be discharged upon approval of the ((~~c~~))City ((~~e~~))Engineer or ((~~POTW~~)) Wastewater ((~~d~~))Director and the Washington State ((~~d~~))Department of ((~~e~~))Ecology to a storm sewer, combined sewer or natural outlet. Any such discharges may not cross over a public walk or way.

Section 29: That SMC section 13.03.0324 is amended to read as follows:

13.03.0324 Prohibited Uses of Public Sewers

Absolute prohibited uses of a public sewer are stated in SMC 13.03.0406. In addition to these requirements, no person may directly or indirectly discharge or suffer or permit a discharge into any public sewer any of the following without previous written authorization from the Wastewater ((~~d~~))Director and payment of all required fees and charges therefor:

A. The contents of any tank or container owned or used by any person in the business of pumping, collecting, transporting or receiving sewage, effluent, septage or other waste substances, unless said person has obtained prior testing and written consent, as required by the Wastewater ((~~d~~))Director, and paid all fees assessed for such discharge; or

B. Any non-standard strength sewage.

Section 30: That SMC section 13.03.0330 is amended to read as follows

13.03.0330 Unauthorized Connection to Public Sewer

No unauthorized person or entity may uncover, make any connection with, open into, use, alter, damage or disturb any public sewer or appurtenance thereof without first obtaining written permission from the ((~~division of public works and utilities~~)) Wastewater Director, obtaining permits as required by this code and Article VI of this chapter, and paying fees therefor.

Section 31: That SMC section 13.03.0502 is amended to read as follows:

13.03.0502 Grease Control Devices.

Any commercial facility which generates grease waste including but not limited to hotels, boardinghouses, restaurants, or food processing facilities, shall install an approved type of grease control device at the owner's expense and liability, as part of their waste

disposal system. Installation may be required for other facilities by the ((~~director, the building and planning department~~)), Wastewater Director, Development Services Center, Planning Services, or the ((~~h~~))Health ((~~o~~))Officer. Design and construction of grease control devices and associated piping shall be in accordance with the more restrictive of the Side Sewer Installation Handbook and Uniform Plumbing Code and must be configured to be readily accessible for maintenance and inspection.

Section 32: That SMC section 13.03.0503 is amended to read as follows:

13.03.0503 Oil/water Separators, Sand Traps.

Any commercial facility which 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~~)), Wastewater Director, Development Services Center, Planning Services, or the ((~~h~~))Health ((~~o~~))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)—Sewer construction regulations, SMC 13.03.0622.

Section 33: That SMC section 13.03.0504 is amended to read as follows:

13.03.0504 Installation

Grease, oil and sand interceptors or other necessary removal facilities are installed on premises at the owner's expense and liability when, in the opinion of the ((~~b~~))Building ((~~o~~))Official, they are necessary for the proper handling of wastewater from the premises of origination. All interceptors are of a type and capacity approved by the ((~~b~~))Building ((~~o~~))Official and located as to be readily accessible for cleaning and inspection.

Section 34: That SMC section 13.03.0508 is amended to read as follows:

13.03.0508 Grease Control Devices, Oil/water Separators, Sand Traps—Maintenance

A. All grease control devices, oil/water separators, and sand traps shall be maintained by the owner, at his or her expense and liability, in good order and condition at all times. Existing grease control devices connected to public sewer shall be, cleaned, inspected, and adequately documented per Subsection C. If the grease control device, oil/water separator, or sand trap fails the inspection as not being up to City standards, such device will have to be repaired or replaced at the owner's expense.

B. Grease control devices, oil/water separators, and sand traps shall be cleaned on a sufficient frequency to prevent objectionable odors, surcharge of the grease control device, obstruction, or interference with the operation of the sanitary sewer system. All devices must be maintained as described below, or in a manner and frequency consistent with manufacturer specifications and guidance.

    1. Hydromechanical grease interceptors shall be cleaned at least once every thirty days, or when the device is filled to twenty-five percent or more of capacity with grease or settled solids, whichever comes first.

    2. Gravity grease interceptors shall be cleaned by a wastewater hauler at least once every ninety days, or when the last chamber is filled to twenty-five percent or more of capacity with grease or settled solids, whichever comes first. Grease interceptors with a sample box shall be cleaned immediately when grease is evident in the sample box.

    3. Mechanical grease removal devices must be maintained in a manner and frequency consistent with manufacturer specifications and guidance.

    4. Oil/water separators and sand traps shall be serviced by a licensed waste disposal company when the sediment in the bottom of the device exceeds six inches in depth, when accumulated trash or debris is observed, or when there is one inch or more of floating oil, whichever comes first.

    5. Grease control devices and oil/water separators shall be cleaned by being pumped dry and all accumulated sludge on all surfaces shall be removed by washing down the sides, baffles, and tees. Water removed during cleaning shall not be returned to the grease control device or the oil/water separator, nor the downstream sewer.

    6. The use of chemical or biological additives, enzymes or surfactants acting as grease emulsifiers is not permitted as a method for cleaning the grease control device.

C. Users shall maintain records on site for a period of at least three years as follows:

    1. Users with an installed grease control device or oil/water separator shall maintain records showing that the control device has been properly maintained and cleaned as required by Subsections A and B.

    2. Users shall maintain records showing the following related to all wastes hauled off site: date and time material removed off site; volume removed; licensed wastewater hauler or hazardous waste disposal company name.

D. Grease control devices shall be kept free of inorganic solid materials, such as grit, rocks, gravel, sand, eating utensils, cigarettes, shells, towels, rags, etc.

E. The Wastewater ((d))Director may grant an exception to the requirements of Subsections B.2 where the Wastewater ((d))Director finds, based on evidence presented by the user, that a less frequent cleaning schedule will be sufficient to assure that not more than twenty-five percent of the capacity of the grease control device will be filled with grease or settled solids.

F. The Wastewater ((d))Director may conduct an inspection of grease control devices, sand traps, and oil/water separators. The user shall make all facilities accessible for inspection, and shall provide inspection and maintenance records. The cost of the inspections, any repairs to the public sewer, and any cleaning of the public sewer, necessitated by a lack of proper maintenance of the user's facilities, shall be billed as an additional utility service to the user.

Section 35: That SMC section 13.03.0602 is amended to read as follows:

13.03.0602 Inspections

A. Except as provided hereafter, whenever any side sewer or other connection is made with any public sewer or private sewer, or any part of such side sewer or other connection is constructed, the work shall follow the Side Sewer Installation Handbook and be inspected by the ((w))Wastewater ((supervisor)) Superintendent or designated ((w))Wastewater ((i))Inspector.

B. Sewer connections made within mobile home parks, or sewer connections relating to mobile homes, recreational vehicles, house trailers, campers or other similar vehicles located within private property lines shall also be subject to, permit and inspection requirements and the more restrictive of the plumbing code of the City SMC 17F.100 or the Side Sewer Installation Handbook.

C. The health officer inspects on-site sewage disposal systems as defined in regulations of the jurisdictional health agency in the City.

D. Side sewer stubs are inspected by the ((wastewater management department)) Engineering Services Department and/or Wastewater Maintenance and Collections Department.

Section 36: That SMC section 13.03.0606 is amended to read as follows:

13.03.0606 Sewer Taps

Sewer taps to public sewers require a tapping permit and payment of special connection charges where applicable. Only "Y" or "T" branch sewer taps are permitted to a public sewer unless a special tap permit is granted by the ((sewer maintenance supervisor)) Wastewater Superintendent.

Section 37: That SMC section 13.03.0608 is amended to read as follows:

13.03.0608 Sewer Local Improvement District Waiver Agreement

A. Where an owner of property seeks to connect to the POTW, and the ((~~division~~)) Wastewater ((~~d~~))Director ((~~of public works and utilities~~)) determines either that lateral service is unavailable or that public sewer service is being provided on an interim basis, then such owner must obtain from the ((~~department of engineering services~~)) Development Services Director and execute, as a condition of connection, a sewer waiver agreement for a ((~~l~~))Local ((~~i~~))Improvement ((~~d~~))District (LID) sewer assessment.

B. Said agreement provides that the signatory:

1. waives the right to protest the establishment of any ((~~l~~))Local ((~~i~~))Improvement ((~~d~~))District for the installation of a public sewer which may be proposed and/or to claim lack of benefit or less benefit than the amount of the assessment; and

2. will join in any LID petition creating such district.

C. The owner records said agreement and pays all filing fees required for the recording of said agreement with the Spokane ((~~c~~))County ((~~a~~))Auditor.

Section 38: That SMC section 13.03.0610 is amended to read as follows:

13.03.0610 Costs of Installation and Connection – Indemnity

A. All costs incident to the installation and connection of a side sewer, special side sewer or private sewer are paid by the owner.

B. The owner and/or agent performing installation and connection must indemnify the City from any loss, liability or damage that may directly or indirectly be occasioned by the installation of the owner's side sewer, special side sewer or private sewer and be responsible to repair and restore any defects or problems in the vicinity of the construction for a period of two years from the date of inspection by the ((~~sewer maintenance supervisor~~)) Wastewater Superintendent.

1. A bond or other adequate security to insure this obligation may be required by the Public Works ((~~d~~))Director ((~~of public works and utilities~~)) based on the nature and size of the construction.

Section 39: That SMC section 13.03.0616 is amended to read as follows:

Section 13.03.0616 Eligibility for Side Sewer Permit

A side sewer permit is issued only to a person or business having a current state general contractor's license or the appropriate specialty ((~~contractors~~)) contractor's license, or a bona fide property owner constructing a side sewer at ((~~his~~)) the place of residence who furnishes reasonable proof of ownership.

Section 40: That SMC section 13.03.0620 is amended to read as follows:

13.03.0620 Opening Street – Requirements

A. When a sewer is constructed requiring the opening of the street, the paving and earth must be deposited in a manner that will cause the least inconvenience to the public and provide for free drainage along the gutter.

1. One-half of the street must be kept clear for the passage of vehicles and bridgeways must be provided on sidewalks for foot passengers.

2. In refilling the pipe zone and trench, refer to Design Standard A-1 ((~~the earth must be deposited in layers of not more than six inches in depth and be well tamped or thoroughly flushed with water, or~~)) as prescribed in regulations, or as required by the ((~~sewer maintenance supervisor~~)) Wastewater Superintendent, to prevent ((~~after~~)) settlement.

B. As soon as any such drain or sewer is completed, the paving, curbing and sidewalk must be restored to a condition equal to or exceeding that existing previous to the excavation and all rubbish and surplus earth must be immediately removed.

C. On arterial streets and avenues, traffic is to be routed and controlled and construction performed as may be directed by the ((~~d~~))Director of ((~~engineering services~~)) the Development Services Center or the ((~~s~~))Street ((~~d~~))Director.

Section 41: That SMC section 13.03.0622 is amended to read as follows:

13.03.0622 Sewer Construction Regulations

A. The ((~~d~~))Director of ((~~engineering services~~)) the Development Services Center prepares and updates "Regulations Governing Sewer Construction in the City of Spokane."

1. Copies of the regulations may be obtained ((~~in~~)) from the ((~~department of~~)) ((~~e~~))Engineering ((~~s~~))Services Director, or it can be located on the City of Spokane website.

B. The regulations contain specifications relative to materials, construction, procedure, inspection, backfilling and responsibilities in sewer installations. The permissibility of specific installations not fully covered by the regulations, General Special Provisions, or Design Standards and Standard Plans are determined by the ((~~sewer maintenance~~

~~supervisor~~)) Wastewater Superintendent at the time of occurrence in accordance with the spirit and purpose of the regulations.

C. Revision of or addition to the regulations may be made by the Engineering Services ((~~d~~))Director ((~~of engineering services~~)) as specified in SMC 13.03.0902.

Section 42: That SMC section 13.03.0624 is amended to read as follows:

13.03.0624 Inspection Procedures – Completed Work

A. Notice must be given to the Wastewater Superintendent ((~~sewer maintenance supervisor at his office~~)) requesting inspection of all sewer work as provided herein and as provided in the "Regulations Governing Sewer Construction in the City of Spokane."

1. The ((~~sewer maintenance supervisor~~)) Wastewater Superintendent, or designee, thereafter inspects the same. The connection must be made in the manner prescribed in this code or by regulations, and to the satisfaction of the ((~~sewer maintenance supervisor~~)) Wastewater Superintendent, before the trench is filled.

2. Costs of excavation in the event of noncompliance are borne entirely by the owner and/or the owner's agent contractor.

B. Sewers subject to inspection must be inspected and found satisfactory before covering pipe.

1. The contractor must have a ladder on the job or a sloping ditch so that the inspector can readily enter the ditch.

2. If the inspector deems a ditch unsafe, he/she need not enter it or complete the inspection.

3. Reinspection occasioned by faulty or improper work or failure to comply with these provisions may be charged to the contractor or owner.

All requirements of the State of Washington ((~~d~~))Department of ((~~l~~))Labor and ((~~i~~))Industries apply to persons working under this code.

Section 43: That SMC section 13.03.0626 is amended to read as follows:

13.03.0626 Notice to ((~~Sewer Maintenance Supervisor~~)) Wastewater Superintendent

A person desiring to construct or repair a sewer in any street, alley or easement in which the sewer is located must give at least twenty-four hours' notice before commencing work to the ((~~sewer maintenance supervisor~~)) Wastewater Superintendent.

Section 44: That SMC section 13.03.0628 is amended to read as follows:

13.03.0628 Compliance Inspections

A. Authorized personnel of the ((~~h~~))Health ((~~o~~))Officer, the ((~~w~~))Wastewater ((~~m~~))Management ((~~d~~))Department, or the ((~~building and planning~~)) Development Services Center ((~~d~~))Department shall have the right to enter, during hours of operation upon any premises, public or private, as reasonably necessary to enforce the provisions of this chapter, any other ordinance relative to wastewater control, or any regulation or order adopted or issued pursuant thereto.

B. The owner or occupant of any house, building, or property shall specifically allow City officials to inspect on site the nature of wastes intended to be discharged into a public sewer and/or on-site sewage disposal system.

C. In the event there appears to be a violation, the City, in addition to any other power or authority reserved in this chapter, may issue a notice of violation, requiring the party to whom the notice is directed to correct the violation within thirty days of the date of the notice.

    1. Failure to take such corrective action is an additional violation of this chapter.

    2. No notice is necessary in case of emergency or as a prior requirement to taking any other enforcement action authorized by this chapter.

Section 45: That SMC section 13.03.0632 is amended to read as follows:

13.03.0632 Construction Plans – Private Pump Station

A person desiring to construct a private pump station intended to be connected with or discharged into any sewer must, before beginning work, file with the ((~~d~~))Department of ((~~e~~))Engineering ((~~s~~))Services two copies of plans, specifications, design calculations and any other information deemed necessary by the ((~~d~~))Director of ((~~e~~))Engineering ((~~s~~))Services. Said plans, specifications and design calculations, or copies thereof, are filed with the ((~~d~~))Department of ((~~e~~))Engineering ((~~s~~))Services and ((~~sewer maintenance supervisor~~)) Wastewater Superintendent.

Section 46: That SMC section 13.03.0634 is amended to read as follows:

13.03.0634 Changes to Approved Plans – Inspections

A. A change to the approved plans must have prior written approval of the ((~~division~~))((~~d~~))Director of ((~~e~~))Engineering ((~~s~~))Services.

1. The ((~~sewer maintenance supervisor~~)) Wastewater Superintendent has the authority to stop any work if the ((~~supervisor~~)) Wastewater Superintendent determines that the work is not being performed according to approved plans, and to direct correction of such work to comply with the approved plans and specifications.

B. Inspection of private pump station construction is by the ((d))Director of ((~~e~~))Engineering ((~~s~~))Services and/or the ((~~sewer maintenance supervisor~~)) Wastewater Superintendent.

1. Pump stations connected to on-site sewage disposal systems are also subject to health officer approval.

Section 47: That SMC section 13.03.0702 is amended to read as follows:

13.03.0702 Special Connection Agreements – Execution

Whenever the connection to a City public sewer requires a written agreement, the ((~~d~~))Director of ((~~e~~))Engineering ((~~s~~))Services is authorized to execute it on behalf of the City.

Section 48: That SMC section 13.03.0704 is amended to read as follows:

13.03.0704 Special Connection Charge Authorized – Basis

A. In addition to sewer connection permit fees required by this code, there is imposed, and the owners of properties which have not been assessed or charged or borne an equitable share of the cost of the City's sewerage system must pay prior to connection to a City sewer, a special connection charge in an amount to be computed under SMC 13.03.0712.

B. Property owners subject to the special connection charge must execute and record all appropriate documents required by this chapter necessary to secure full payment and costs of collection, including reasonable attorney's fees.

C. Projects subject to the special connection charge are specifically identified by the City and are subject to the express review and approval of the ((~~c~~))City ((~~c~~))Council.

Section 49: That SMC section 13.03.0706 is amended to read as follows:

13.03.0706 Notice

A. The City records appropriate notice with the Spokane ((c))County ((~~a~~))Auditor concerning real property (which has been specifically identified by the ((~~d~~))Director of ((~~e~~))Engineering ((~~s~~))Services and approved by the ((~~c~~))City ((~~c~~))Council as property for which sewer facilities either have been constructed or which it contemplates will

be constructed) for which a special connection charge will be levied upon connection of such property to the City sewer system, pursuant to the requirements of RCW 65.08.170 and RCW 65.08.180.

B. Such notice shall be effective until there is recorded with the Spokane ((c))County ((a))Auditor a certificate of payment and release executed by the City, which certificate must be recorded within thirty days of full payment of such special connection charge.

Section 50: That SMC section 13.03.0708 is amended to read as follows:

13.03.0708 Payment

A. Cash or Contract.

1. The special connection charge is paid in cash or under installment contract within the discretion of the City.

a. Interest charged under an installment contract is at the same rate as the effective annual interest of the most recent City of Spokane ((l))Local ((i))Improvement ((d))District bond issue, computed annually on unpaid balances.

2. Such contract must provide:

a. for a down payment of twenty percent of the total connection charge, payable upon execution of the contract;

b. for payment of the balance in ten installments, payable annually;

c. that any unpaid balance may be paid in full in any year at the time the annual payment of such year is due and payable.

Such contract contains the legal description of the property served by the sewer, is executed and acknowledged by the property owner and is recorded by the City with the Spokane ((c))County ((a))Auditor, at the expense of the property owner.

3. The special connection charge is paid in full or the installment contract is executed, as a condition precedent to the issuance of a permit for connection to the City sewer system.

B. Unpaid Charges.

1. Delinquent payments of special collection charges under such installment contract or otherwise unpaid special collection charges are a lien upon the described property as provided in RCW 35.67.220, enforceable in accordance with RCW 35.67.220 through RCW 35.67.280.

2. Upon full payment of the charges due, the Chief Financial Officer ((~~finance, treasury and administration division director~~)) on behalf of the City executes and delivers to the property owner a release of such lien.

Section 51: That SMC section 13.03.0710 is amended to read as follows:

13.03.0710 Project Accrued Interest

A. In addition to interest charges allowable under payment by installment contract, the amount of the special connection charge includes the project accrued interest on the construction costs, computed from the date of construction of the sewer system until the date of connection, except that the computation period shall not exceed ten years.

B. The project accrued interest is set by the City ((~~t~~))Treasurer at a rate commensurate with the interest rate of the ((~~l~~))Local ((~~i~~))Improvement ((~~d~~))District bond issue most recent to the date of ((~~c~~))City ((~~c~~))Council approval of the project for special connection charges, or as otherwise determined pursuant to RCW 35.92.025, except the:

1. interest may not exceed ten percent, and

2. aggregate amount of interest charge to a property may not exceed the share of the cost of the system allocated to that property.

Section 52: That SMC section 13.03.0712 is amended to read as follows:

13.03.0712 Special Connection Charge – Computation

A. Determination by Director of Engineering Services.
The special connection charge imposed pursuant to this chapter is paid into the sewer fund and is computed based on the areas to be served by the sewer, which determination is made by the ((~~d~~))Director of ((~~e~~))Engineering ((~~s~~))Services. Notwithstanding the methods of computing the special connection charge provided below, the City may use any other method or combination of methods to compute special connection charges which may be deemed to most fairly reflect the sewer service to the properties subject to the special connection charge. The amount may be computed as follows:

1. Method I: Lineal Front Footage – Square Footage.

a. Lateral Sewers.
The lineal feet of frontage of property to be served by the sewer, as determined by the ((~~d~~))Director of ((~~e~~))Engineering ((~~s~~))Services, is multiplied by the average cost per front foot of lateral sewers constructed in the City for the year in which the sewer to which the property is to be connected was constructed and accepted.

i. Exhibit “A” to Ordinance C26649 shall set forth those costs per front foot of lateral sewers previously completed and accepted by the City.

b. Trunk Sewers.
The number of square feet of property to be served, as determined by the ((d))Director of ((e))Engineering ((s))Services, is multiplied by the cost per square foot of service area (in the year of actual construction) of the trunk sewer to which a connection is being made.

i. Exhibit “A” to Ordinance C26649 shall set forth those costs per area served of trunk sewers previously completed and accepted by the City.

2. Method II: Actual Cost.
For those specifically identified projects (as determined by the ((d))Director of ((e))Engineering ((s))Services) where the computation of special connection charges for trunk sewer can be determined based on actual cost and where the City can identify at the outset of the project the service area and those properties for which the sewer facilities have been constructed, the special connection charge may be computed as follows:

a. Trunk Sewers.
The trunk service area is divided generally into those zones which are immediately serviceable by the trunk (with the addition of lateral lines) and those zones which are not serviceable by the existing trunk without an extension or subtrunk (plus the necessary laterals). Each separate lot, tract, parcel or other property within the trunk sewer service area is divided into those zones, as determined by the ((d))Director of ((e))Engineering ((s))Services.

i. Based upon the specific project cost, the ((d))Director of ((e))Engineering ((s))Services computes an estimated cost of completing the trunk system necessary to serve the entire service area.

ii. A cost per acre is then computed for the entire service area and this cost is the basis for special connection charges within the zone receiving immediate trunk sewer service from the completed project.

iii. The special connection charges outside the immediately serviceable zone are based upon the average cost per acre after the charges for the immediately serviceable zone are deducted from the specific project costs.

b. Lateral Service in Conjunction with Trunk Service.
Where lateral service is provided together with trunk sewer service (i.e., a side sewer connecting directly into the trunk line), a lateral service fee may be charged as a part of the special connection fee.

i. This lateral fee is determined by multiplying the average cost, per square foot of area served, of lateral sewers constructed and accepted in the City in the year in which the sewer being connected to was constructed and accepted, by the area being served by the new connection.

c. The projects described above are subject to the approval of the city council for this charge and are specified in Exhibit "B" to Ordinance C26649.

B. Annual Average.
The ((~~d~~))Director of ((~~e~~))Engineering ((~~s~~))Services is authorized to annually compute and establish the average cost per area for lateral and trunk sewers completed by ((~~l~~))Local ((~~i~~))Improvement ((~~d~~))District and accepted by the City during the previous calendar year, which average assessment is used in computing the special connection charge imposed under this section.

1. The ((~~d~~))Director of ((~~e~~))Engineering ((~~s~~))Services is also authorized to compute and establish the special connection charges based on actual construction costs for lateral and trunk sewers, constituting special projects for which properties subject to the special connection charge can be identified at the outset of the project.

2. Such actual costs and the manner in which the special connection charges will be computed are determined by the ((~~d~~))Director of ((~~e~~))Engineering ((~~s~~))Services upon completion and acceptance of the project by the City.

3. Such special projects shall be designated by project name and shall conform to the notice requirements of SMC 13.03.0706.

4. A copy of the rates for computation of special connection charges is delivered and filed with the ((~~c~~))City ((~~c~~))Clerk. Annual rate computations based on average costs are filed with the ((~~c~~))City ((~~c~~))Clerk each year.

Section 53: That SMC section 13.03.0730 is amended to read as follows:

13.03.0730 Wastewater General Facilities Charge General Provision – Long Connections

A. There is hereby imposed a wastewater General Facilities Charge (GFC). The GFC is a utility rate surcharge assessed at the time of connection or service upgrade. Its purpose is to defray costs to the general utility system as a result of new system demand, such as costs of providing increased system capacity for new or increased demand and other capital costs. The GFC program is separate from ((~~l~~))Local ((~~i~~))Improvement ((~~d~~))Districts, latecomer charges or other special connection charges.

B. The GFC charge is collected at the time of connection, time of application for a building permit, or other time as deemed most administratively convenient by the ((~~director~~)) Wastewater Director and shall be considered a contribution to capital and not a cost of providing service.

1. The amount of the wastewater GFC for wastewater (sewer) utility connections will be based on water meter size for domestic water service to the premises, since water meter size provides a measure of domestic water use and, correspondingly, wastewater generated.

2. In case of a ((~~p~~))Planned ((~~u~~))Unit ((~~d~~))Development (PUD), binding site plan, or other circumstance where a new direct customer connection is not made to the sewer system, but where there is the effect of a new dwelling unit or customer demand increase, as where new dwelling units are added to a master meter account, a GFC shall be assessed in like manner as if the demand upgrade were through a direct new customer connection unless the applicable GFC charge was previously included in the purchase of the master meter. New dwelling units shall include without limitation, accessory dwelling units (ADU) and other residential units co-located on a property as these additions have a direct impact on the utility system.

3. For water service connections not included in a master meter account, any existing connection should be counted toward the GFC such that the charge is only for the differential between existing and new meter sizes. A customer demand increase or addition of new units that does not require an increase in meter size does not incur a GFC.

4. For those situations where an existing customer requests an increase or larger meter size, the GFC will be assessed based on the current cost difference between the existing meter size and the new size requested.

5. If there is an existing water service or new water service installed to serve a parcel and more than one City meter is installed to serve units on the parcel, a GFC will be assessed for each additional City meter based on size and current GFC costs.

C. Long Connection Option.

1. When a customer near an area with existing utility service desires to connect to such utility service where lines have not yet been extended for direct service to the customer's area or property (a "long connection"), the Wastewater ((d))Director may allow a long connection to existing facilities. The decision to allow a long connection is discretionary, considering the needs of the existing customers, the limits of the current system or any other appropriate factors.

2. As a condition of a long connection, the customer must satisfy any conditions imposed by the Wastewater ((d))Director, including obtaining any necessary easements, payment of all costs of additional installations, and payment of a non-refundable charge determined by the Wastewater ((d))Director based on engineering principles estimated to be what the customer would be required to pay if connection were deferred until direct service became available.

    a. Such charge may be accepted as a nonrefundable prepayment for the size of the connection furnished.

    b. This option may also be applied to upgrades.

Section 54: That SMC section 13.03.0732 is amended to read as follows:

13.03.0732 Wastewater General Facilities Charge (GFC) – Schedule of Charges

A. Findings – General Facilities Charge.

The City Council finds:

1. General ((f))Facilities ((e))Charges are intended to defray costs created by new system demand, such as costs of providing increased system capacity for new or increased demand and other capital costs associated with new connections and equitable share of the cost of the system.

2. There is a system-wide benefit, served by a uniform, adjustable GFC, in encouraging system growth considering that expanding the overall customer rate base and customer densities will reduce fixed costs which must otherwise be spread over all classes of ratepayers.

3. It is in the public interest that those adding additional costs or burdens to the City sewer system by creating need and demand for new system growth and infill needs in the City sewer system should pay uniform GFC for all new or upgraded utility service.

4. The City's policy is to not waive GFCs. However, offset of the developer's cost of the GFC will be identified from non-utility revenue sources, such as grant dollars or other general fund revenues. Such offset must be clearly identified and paid by the other source at time of application for connection, application

for a building permit, or as otherwise ordered by the ((~~Director of~~)) Public Works Director.

B. Charge for new service or new upgrades

1. For new service or new upgrades to existing service from the City sewer system, a wastewater GFC is assessed as provided based on the schedules in SMC 13.03.0734. The charge will be based on the water meter size that would otherwise be required for the facility without fire flow and/or irrigation flow.

    a. Upgrades are charged at the current difference between the old and new connection size charges.

2. The GFC is to be used to finance improvements to address impacts to the system created by new system growth and infill needs created by new or upgraded customers.

3. Annual Increase: The GFC Charges in SMC 13.03.0734 are generated from an analytical analysis, one copy which shall be kept on file with the City Clerk's ((~~o~~))Office ((~~of the city clerk~~)) and which was adopted and incorporated herein by reference. GFC charges in SMC 13.03.0734 will increase annually based on Engineering News-Record Index (ENR) calculated by City Staff, from October to October for the previous year. This annual increase will start March 5, 2024, and occur each January 1 thereafter. The City will publish a public rule update with the new GFC charge by January 1st of each year. Comprehensive review and update of GFC charges should be conducted at least every (5) years, but no more frequently than three (3) years.

4. Adjustments.

    Prior Payment of Similar Charges: The charge for a wastewater connection can be adjusted for facilities with water tap sizes two inches and greater when the tap size also accounts for fire flow and/or irrigation flow upon a showing of prior payment of similar charges, or for other sound considerations of fairness, as determined by the Wastewater ((~~Management~~)) Director.

    a. To be eligible for such adjustment, a party required to pay a wastewater GFC must submit a written application to the Wastewater ((~~Management~~)) Director, together with any supporting materials and explanation. The Wastewater ((~~Management~~)) Director must receive such materials at the time of application for connection of the subject premises.

    b. No adjustment may exceed the amount of the GFC applicable to the connection requested.

5. The wastewater GFC applies in addition to all other connection, permit or other fees required by this code or elsewhere, to parties seeking to connect premises who have not paid an equitable share of the cost of the City's sewer system as determined by the Wastewater ((~~Management~~)) Director.

6. The charge is due and payable in full at the time of application for connection or as otherwise ordered by the ((~~Director of~~)) Public Works Director.

7. The Wastewater ((~~Management~~)) Director may record appropriate notice with the Spokane ((~~c~~))County ((~~a~~))Auditor concerning areas subject to the wastewater GFC in accord with RCW 65.08.170 and RCW 65.08.180, as applicable.

8. Any offset of GFC Charges shall be through non-utility revenue sources such as grant dollars or general fund dollars. The qualifications for such offset are established in Public Rule 5200-23-01.

9. Any future incentives, waivers, offsets, or deferral of GFC charges will be funded through payments from other funding sources. Incentives, waivers, and deferral will not result in lost revenue to the ((~~u~~))Utility for new system capacity.

Section 55: That SMC section 13.03.0734 is amended to read as follows:

13.03.0734 Appendix A – General Facilities Charge Schedule

Appendix A – Wastewater General Facilities Charge Schedule

Section 56: That SMC section 13.03.0802 is amended to read as follows:

13.03.0802 Connections Authorized

A. City sewer utility service is initially intended to provide for the needs of the residents of the City of Spokane. The City reserves the right to decline to serve any area outside the City, or to condition such service upon entry into a written contract, upon such additional terms and conditions as may be determined at the time service is requested or thereafter, as municipal needs may require, in accord with ordinances established by the ((~~c~~))City ((~~c~~))Council, considering additional expenses imposed or burdens created by outside the City sewer service.

B. Pursuant to authority granted by RCW 35.67.310, the Wastewater ((~~d~~))Director ((~~of wastewater management~~)) is authorized to enter into agreements for and on behalf of the City with owners of property beyond the city limits permitting connection of such property with the City's sewers upon the terms and conditions and subject to the payments prescribed in this Article when, in his judgment, such connection will not overload or imperil the City's sewer system, including collection and transmission

capacity as well as treatment and discharge capabilities for current or future City customer needs, and as further subject to any other applicable laws or restrictions.

C. In the event all aspects of service are not specifically addressed by contract or otherwise specifically provided, in addition to the provisions of SMC 13.03.0804, any other portions of this chapter or chapter 13.01 SMC may be applied by the Wastewater ((~~d~~))Director ((~~of wastewater management~~)) where deemed necessary, as terms and conditions of service to outside the City customers.

Section 57: That SMC section 13.03.0804 is amended to read as follows:

13.03.0804 Specifications of Agreement

A. All such agreements:

1. specify the property to be connected with the City sewer system;

2. grant permission for connection upon payment of prescribed fees and charges therefor;

3. require the property owners to construct such connection in accordance with City plans and specifications and under the supervision of the ((~~division~~)) ((~~d~~))Director of ((~~e~~))Engineering ((~~s~~))Services, without cost or expense to the City;

4. provide that the property owner may not allow any additional property to be served by such connection;

5. require such property owner to pay any sewer utility charge and also all applicable fees and special connection charges fixed by ordinance, which special connection charge is to be paid in cash or in installments in the manner provided by Article VII of this chapter with interest at the rate established by ordinance;

6. agree to the grant of a lien on the described property securing the full payment of all fees and charges, together with costs of collection and reasonable attorney fees;

7. provide that the lien may be enforced in the event the property owner does not fully perform the terms and conditions of the agreement; and

8. further provide that such agreement be recorded in the Spokane County Auditor's ((~~o~~))Office ((~~of the county auditor~~)), at the expense of the property owner, and constitute a covenant running with the land binding upon the property owner and heirs and assigns, and upon any parties subsequently acquiring any right, title, or interest in said property.

B. Such agreements provide that the signatory shall support any procedure for the annexation of the property to the City.

Section 58: That SMC section 13.03.0902 is amended to read as follows:

13.03.0902 Rates and Regulations

A. Rates and charges for sewer service are established by resolution of the ((~~c~~))City ((~~c~~))Council, as provided in SMC 8.02.071.

B. Construction and connection fees are set forth in SMC 8.02.037, except that the ((~~d~~))Director of ((~~e~~))Engineering ((~~s~~))Services determines the terms and conditions of connection of properties outside the City limits, as provided in Article IX of this chapter, and computes special connection charges, as provided in Article VII of this chapter.

C. The Wastewater ((~~d~~))Director has the authority to fix a schedule of charges for items and services not otherwise provided for and to promulgate rules and regulations as required for proper operation of the City's sewerage system.

Section 59: That SMC section 13.03.0904 is amended to read as follows:

Section 13.03.0904 Payment – Delinquency – Lien

A. All charges for services rendered, including utility service, special jobs, labor and materials and connection fees are payable to the ((~~c~~))City ((~~t~~))Treasurer.

B. If such charges are not paid, upon delinquency the amount thereof shall become a lien against the premises receiving sewer service as provided in RCW 35.67.200 et seq., and may further be enforced as provided in the applicable laws.

1. Interest on delinquencies subject to this chapter is eight percent per ((~~annum~~)) year, computed on a monthly basis. (See RCW 35.67.200)

C. All additional lien and enforcement rights by statute and at common law are reserved by the City.

D. The sewer service lien is effective six months without filing, as permitted by RCW 35.21.210.

1. Alternatively, and in lieu of the provisions of that statute, the City has a lien for one year's delinquent service charges or such period of delinquency as may apply up to said time limit, as permitted by RCW 35.67.215.

2. The foreclosure action may be commenced at any time after six months subsequent to furnishing of sewerage service, as provided in RCW 35.67.230.

E. As provided in RCW 35.67.290, any lien authorized by chapter 35.67 RCW may be enforced by cutting off the water service from the premises to which such sewer service was furnished after the charges become delinquent and unpaid, until the charges are paid.

1. The right to enforce the lien by cutting off and refusing water service shall not be exercised after two years from the date of the recording of sewerage lien notice except to enforce payment of six months' charges for which no lien notice is required to be recorded; provided further, water service shall not be shut off to a new tenant not responsible for a prior delinquency to the extent required by law.

Section 60: That SMC section 13.03.0908 is amended to read as follows:

13.03.0908 Abatement of Public Nuisance

A. Notwithstanding any other provision of this chapter and in addition thereto, the maintenance of any condition ((~~inimical~~)) jeopardizing to the public health and safety, or creating or tending to create a risk to the public health or safety, specifically including accumulations of raw or treated sewage or sludge of any nature, or danger or possibility thereof, or contamination of any public or domestic water supply system or well, or a danger or possibility thereof, constitutes a public nuisance and, in the discretion of the Wastewater ((~~sewer maintenance~~)) ((~~i~~))Inspector, ((~~b~~))Building ((~~o~~))Official, ((~~w~~))Water ((~~i~~))Inspector, Public Works ((~~d~~))Director ((~~of public works and utilities~~)) or ((~~h~~))Health ((~~o~~))Officer is subject to immediate abatement by the City at the premises owner's and/or other responsible person's expense and liability.

B. Abatement of any nuisance as above defined may be billable as a utility service furnished to the premises wherein the condition arose or exists.

C. This section does not limit the premises owner's or other party's rights to seek recovery against other responsible persons.

D. Specifically, any violation of the City's wastewater pretreatment program, Spokane Municipal Code - Chapter 13.03A: Pretreatment, including the regulations and orders made pursuant to its authority, is a public nuisance and is subject to abatement, including summary abatement, by the Wastewater ((~~d~~))Director, the ((~~h~~))Health ((o))Officer or the Washington State ((~~d~~))Department of ((~~e~~))Ecology, all at the expense of the responsible party.

Section 61: That SMC section 13.03.0910 is amended to read as follows:

13.03.0910 Suspension of Service

A. In case of emergency, equipment failure, inaccessibility or for other reasons as directed by the Wastewater ((d))Director ((~~or sewer maintenance supervisor~~)) in the interests of the public health and safety, sewer or water service may be temporarily or permanently suspended to one or more premises or locations within the City with or without notice.

B. Service to any premises may be suspended for nonpayment of accounts. Such suspension does not relieve the person owing such account from the duty of complying with the provisions of this title. Such suspension renders the premises where such service is suspended subject to condemnation for sanitary reasons and/or exercise of municipal power to abate a public nuisance at the risk and expense of the owner of the premises and/or other responsible persons.

Section 62: That SMC section 13.03.0912 is amended to read as follows:

13.03.0912 Equipment – Projects – Minor Expenditures

A. To the maximum extent permitted by state law, the City may acquire such equipment, engage in projects, enter into contracts and perform such functions as may enable it to carry out wastewater collection and treatment responsibilities and such other purposes as the ((c))City ((c))Council may direct. These powers are broadly construed to accomplish their intended purpose.

B. The ((c))City ((c))Council approves departmental expenditures of funds for equipment and projects, which may be funded by the respective department fund, by grant or by appropriation from federal, state or local resources as the ((c))City ((c))Council may authorize.

C. Any expenditure of less than ((~~two thousand five hundred~~)) fifty thousand dollars may be made without ((c))City ((c))Council approval, except all such expenditures shall be from the wastewater management fund.

Section 63: That SMC section 13.03.0914 is amended to read as follows:

13.03.0914 Responsibility for Non-((p))Public Sewers – No Duty

A. The City assumes no responsibility whatsoever for any side sewers, special side sewers, private sewers or other non-public sewers or other such pipes, fixtures or appurtenances. The City's lack of responsibility includes costs of construction, repair and/or maintenance and liability for losses, claims, damages or injuries arising directly or indirectly from the use or existence of all such non-public pipes and fixtures.

B. Except as required by the general laws of this state, the City assumes no responsibilities for utility service or wastewater disposal or treatment or for the construction, repair or maintenance of public sewers. This code shall not be construed to expand such responsibilities. This chapter and code shall not be construed to add

to or expand any municipal duty to any particular person, class or entity. Any duty nonetheless deemed created is to be strictly construed as a duty to the general public.

Section 64: That SMC section 13.03.0916 is amended to read as follows:

13.03.0916 Penalty

A. Any person who violates or fails to comply with any of the provisions of this chapter, or who counsels, aids or abets any such violation or failure to comply is subject to penalty as provided in SMC 1.02.950 in addition to any other remedy provided in this chapter.

B. Noncompliance after expiration of a time specified in any notice authorized in this chapter is a separate violation for each notice.

    1. Each day of a continuing violation constitutes a separate and additional violation.

C. Annually, the Wastewater ((~~d~~))Director ((~~of the department of wastewater management~~)) causes to be published in a newspaper of general circulation a list of parties who have received a notice of violation of the wastewater pretreatment program.

D. In all cases of violation of the wastewater pretreatment program restitution of damages, cost and expense is required.

Section 65: That SMC section 13.03.1024 is amended to read as follows:

13.03.1024 Wastewater Management Labor and Equipment – Basis

The Wastewater ((~~d~~))Director ((~~of wastewater management~~)) develops charges for labor and equipment based on the following considerations:

A. Labor costs are a combination of salary, commercial driver's license (CDL) pay, longevity pay, benefits and indirect costs.

    1. Salary.

        Top step of pay scale is used.

    2. CDL Pay.

        Only classifications that require a CDL as a condition of employment are calculated with a ten cents per hour surcharge.

    3. Longevity Pay.

Local 270 classifications receive additional pay dependent on number of years of service with the City of Spokane. An average is calculated for each classification that receives longevity pay.

4. Benefits Cost.

   A charge calculated by percentage is applied to the total wages to recover costs for the City of Spokane benefits package. Benefits are determined annually – last determined by an independent consultant.

5. Indirect Cost.

   A charge calculated by percentage is applied to the total wages to recover costs for the City of Spokane indirect cost plan. Benefits are determined annually – last determined by an independent consultant.

B. Equipment costs are a combination of depreciation and replacement costs, and maintenance and operation costs, which are applied by the annual average hourly usage.

   1. Depreciation and Replacement Costs.

      Straight-line depreciation is used for every piece of equipment.

      a. The calculation is historical cost divided by the average useful life in terms of years.

      b. Depreciation costs are applied after the equipment is fully depreciated – at this point the costs are applied to replacement costs.

   2. Maintenance and Operational Costs.

      Includes all costs to maintain and operate equipment.

      a. Examples: fleet services ((~~maintenance and repairs~~)), internal maintenance and repairs, and fuel usage.

   3. Annual Average Hourly Usage.

      Majority of equipment hourly calculations are based on annual average labor hours.

      a. Annual labor hours are based on two thousand eighty-eight hours per year less allocations for vacation leave, sick leave, floating holidays, daily crew meeting, breaks and equipment downtime.

4. Only construction crew heavy equipment is based on annual hour meter readings.

Section 66: That SMC section 13.03.1102 is amended to read as follows:

13.03.1102 "Adjusted"

"Adjusted" means revised or adjusted by the Wastewater ((d))Director.

Section 67: That SMC section 13.03.1104 is amended to read as follows:

13.03.1104 "Approved"

"Approved" means approved by the Wastewater ((~~d~~))Director unless otherwise specified.

Section 68: That SMC section 13.03.1106 is amended to read as follows:

13.03.1106 "Apartment Unit"

"Apartment unit" means a dwelling unit occupying a portion of a premises containing two or more dwelling units on a common account, as reflected in the records of the ((~~u~~))Utilities ((~~b~~))Billing division.

Section 69: That SMC section 13.03.1108 is amended to read as follows:

13.03.1108 "((~~Basic~~)) Domestic Service Charge"

"((~~Basic~~)) Domestic service charge" means charges applied to users of the wastewater treatment system for:

A. the cost to the City of Spokane attributed to:

   1. accounting services,

   2. local debts services,

   3. taxes,

   4. billing, and

   5. account collection

   for providing sewerage service; and

B. system improvements,

each to be divided by the approximate number of municipal sewer service accounts of users. The amount is set forth in SMC 13.03.1004.

Section 70: That SMC section 13.03.1114 is amended to read as follows:

13.03.1114 "Director"

"Director" means the Wastewater ((d))Director ((~~of wastewater management~~)) of the City of Spokane, or ((~~his~~)) authorized deputy, agent or representative.

Section 71: That SMC section 13.03.1116 is amended to read as follows:

13.03.1116 "Discharge"

"Discharge" means the quantity of wastewater, sewerage or other liquid material released into the sewage system of the City of Spokane as determined by:

A. constant metering by the City of Spokane of actual wastewater flow from a specific property; or

B. water consumption at a specific property as determined by actual metering of water supply from all sources; or

C. subsection (B) of this section, as adjusted for sanitary usage by employees and/or consumptive water uses determined not to contribute wastewater loading to the sewage collection and treatment system as measured by methods approved by the Wastewater ((d))Director.

Section 72: That SMC section 13.03.1136 is amended to read as follows:

13.03.1136 "Standard Wastewater Strength"

A. "Standard wastewater strength" or "standard strength sewage" means wastewater containing constituents typical of wastewater discharged from domestic dwelling units in the City of Spokane, specifically ((~~two~~)) three hundred ((~~ten~~)) milligrams per liter (mg/l) of BOD, ((~~one~~)) three hundred ((~~seventy~~)) milligrams per liter SS, and ((~~twelve and four-tenths~~)) five milligrams per liter P.

B. Wastewater which is determined, by analysis of monitored sample, by the Wastewater ((d))Director to be within the range of one standard deviation on either side of the typical value:

1. BOD between ((~~one~~)) two hundred ((~~sixty~~)) and ((~~two~~)) three hundred ((~~sixty~~)) milligrams per liter,

2. SS between ((~~one~~)) two hundred ((~~twenty-five~~)) and ((~~two~~)) three hundred ((~~fifteen~~)) milligrams per liter, and

3. P between ((~~nine-and-sixteen-hundredth~~)) four and ((~~fifteen and two-tenths~~)) six milligrams per liter,

and not containing other elements, materials or substances at concentration levels or amounts known to be detrimental to the structure or operation of the Spokane wastewater treatment system or hazardous to the health of municipal employees, and which will not cause the municipality to violate its National Pollutant Discharge Elimination System (NPDES) permit, will be considered as being of standard wastewater strength.

Section 73: That SMC section 13.03.1137 is amended to read as follows:

13.03.1137 Stormwater Charge

A. All premises served within the City's storm sewer service area shall pay a storm sewer user or stormwater charge except as provided herein.

1. The stormwater charge is computed based upon classification of the account or premises served as domestic or commercial.

2. The minimum charge is at least one domestic user charge for all accounts, notwithstanding any other provision.

3. The storm sewer user charge is calculated by the Wastewater ((~~d~~))Director in accord with SMC 13.03.1008.

B. Commercial Stormwater Charge Discounts

1. For those subject to a commercial charge, the Wastewater ((~~d~~))Director shall grant a ten percent discount upon application by the customer, and a showing of approved on-site stormwater detention facility.

   a. Such facilities may include drywells, detention ponds, grassy swales, and the like.

   b. An additional ten percent discount shall be granted to those qualifying under the first discount category, who also apply therefore and demonstrate approved on-site stormwater treatment practices, such as grassy swales.

2. Commercial charges for a new or remodeled commercial building that utilizes a permissive rainwater harvesting system or vegetated roof, as recognized by the Wastewater ((~~d~~))Director, shall be reduced by ten percent.

a. To be eligible for a reduction under this subsection (B)(2), the permissive rainwater harvesting system or vegetated roof must be properly sized to utilize all of the available roof surface of the building.
b. For purposes of administration, a “commercial building” is presumed to be a building on premises billed “commercial user” stormwater user charges under SMC 13.03.1008(B).

c. “New or remodeled” shall mean a building built new or substantially remodeled.

3. The Wastewater ((đ))Director may grant an additional ten percent discount on application by the customer, showing the use of low impact development facilities for stormwater management.

a. Such facilities may include permeable pavement, bioretention areas, infiltration planters, and other low impact development Best Management Practices as approved by the Washington State Department of Ecology and City of Spokane. Bio-infiltration swales (commonly referred to as grassy swales) are not eligible for this discount.

b. Facility maintenance is required for continuation of this discount. Maintenance requirements for low impact development facilities can be found in the Eastern Washington Low Impact Development Guidance Manual and/or manufacturer guidelines.

C. To obtain a discount under subsection (B) of this section, a customer must file a completed written application on forms approved by the Wastewater ((đ))Director and pay an inspection fee based on the number of impervious acres to be inspected. All discounts are prospective from the date of inspection and shall not exceed the maximum allowable discount of forty percent. The fee for accounts:

1. up to one impervious acre: Zero dollars,

2. one to five impervious acres: Fifty dollars,

3. five to ten impervious acres: One hundred dollars,

4. ten to twenty impervious acres: Two hundred dollars, and

5. over twenty impervious acres: Four hundred dollars.

The inspection certification approving discount eligibility under subsection (B)(1) is good for the functional life of the facility. The inspection certification approving discount eligibility under subsections (B)(2) and/or (B)(3) is good for five years. The

Wastewater ((d))Director administers this program with such additional rules ((as he shall provide,)) and may assess additional charges for administrative costs not encompassed herein.

D. No general stormwater service charges under SMC 13.03.1008 are made to customers receiving such service from the Spokane International Airport (SIA) authority at Geiger Field and vicinity, where the airport authority maintains good and sufficient stormwater service for said customers and the authority accepts full and continuing responsibility for the design, construction, maintenance, operation, upkeep, and replacement of all stormwater facilities in such area, and where the authority accepts full and separate responsibility for compliance with all stormwater permit and regulatory requirements of all jurisdictional regulatory agencies, including the Washington State ((d))Department of ((e))Ecology's stormwater management and control permit regulations and requirements.

Section 74: That SMC section 13.03.1138 is amended to read as follows:

13.03.1138 "User Charge"

A. "User Charge" means the charge required to cover the costs of collection and treatment of wastewaters discharged to the Spokane wastewater treatment system, including treatment of the wastewater to remove (among other pollutants):

1. suspended solids (SS),

2. biochemical oxygen demand (BOD), and

3. phosphorus (P),

as necessary to meet the standards established under state and federal law for municipal sewage effluent, as set forth in the City of Spokane's NPDES wastewater disposal permit, and the costs for the disposal of treated wastewater and any residuals.

B. The user charge rates shall be reviewed and may be adjusted annually by the Wastewater ((d))Director, subject to the approval of the ((c))City ((c))Council, to accurately reflect the costs for treating each unit volume of wastewater and unit quantity of the above constituents, as necessary to comply with the requirements of the City of Spokane's NPDES wastewater discharge permit.

C. The user charge will consist of a charge calculated by the Wastewater ((d))Director for the treatment and disposal of discharges of standard wastewater strength, plus a surcharge to be applied to commercial user and industrial user sewer service accounts based upon the quality of constituent pollutants: BOD, SS or P, in the wastewater strength (((SMC 13.03.1006))) (SMC 13.03.0197).

1. The amount of the surcharge shall be determined by an analysis, by the Wastewater ((d))Director, of the wastewater being discharged by specific commercial and industrial users.

Section 75: That SMC section 13.03.1204 is amended to read as follows:

13.03.1204 Additional Units

A. All apartment house, multiple-unit dwelling, mobile home and trailer park service accounts shall be charged the ((basic)) domestic service charge ((plus a domestic user charge)) for the first unit.

   1. Each additional unit will be charged the same minus a customer service charge (billing charge) of thirty-five cents per unit, provided all units in the complex are billed and paid as one account to the ((u))Utilities ((b))Billing division.

B. No vacancy allowance will be made on any house in a group served by one meter unless all houses served by one meter are vacant and the water is shut off at the City valve by the Water ((d))Department ((of water and hydroelectric services)).

Section 76: That SMC section 13.03.1206 is amended to read as follows:

13.03.1206 Commercial Users

A. Commercial users shall be charged, for each account, the ((basic)) domestic service charges plus the user charge or the rate for a single-dwelling unit, whichever is greater.

B. The commercial user charge shall be determined for each account according to:

   1. actual metering by the City of Spokane of wastewater flow from a specific property; or

   2. water consumption at a specific property as determined by actual metering by the City of Spokane ((of water supplied from all sources)); or

   3. consumptive water uses determined by the Wastewater ((d))Director not to contribute wastewater loading to the sewage collection and treatment system as measured by methods approved by the Wastewater ((d))Director and either the:

      a. user charge rate for standard commercial wastewater strength, or

      b. rate for standard commercial wastewater strength plus a surcharge.

C. The commercial user surcharge shall be calculated from the strength of the wastewater discharged by a specific user, as determined by a monitoring program conducted by the Wastewater ((d))Director, of the individual discharge of the commercial user or for the discharge of a typical representative of a class of commercial users.

D. A commercial, or class of commercial, user's wastewater strength shall be determined by the City during a monitoring period each year conducted by the Wastewater ((d))Director. Time interval composite samples taken at the wastewater monitoring access (see ((SMC 13.03.1304)) SMC 13.03.1314, etc.) shall be used to determine wastewater strength unless flow proportional sampling equipment is available (see SMC 13.03.130), in which case the samples shall be flow proportioned.

E. The commercial user surcharge rate shall be established annually, where applicable, for the commercial entity based on data for the previous sampling period and may be adjusted at the end of each year for future billing periods.

Section 77: That SMC section 13.03.1208 entitled "Combination Domestic/Commercial" is repealed.

((**13.03.1208 Combination Domestic/Commercial**

A. Unless the domestic units qualify for another billing category, upon application, consistent with city policy, new redeveloped domestic units located in a commercial, centers and corridor, or downtown zone previously billed commercial, in combination with commercial user facilities, where the account is metered and paid as one account in the utilities billing system, shall be billed at the commercial rate as provided in chapter 13.03 SMC.

B. Effective June 1, 2018, properties which would otherwise qualify under section A, which are located in a commercial, centers and corridor, or downtown zone and were previously billed commercial, which building structures have been demolished after September 30, 2015, and are being or have been redeveloped as a Low Income Domestic Housing complex with units in combination with or without commercial user facilities, where the account is metered and paid as one account in the utilities billing system, shall be billed at the commercial rate as provided in Chapter 13.03 SMC as long as it operates as a Low Income Domestic Housing complex.

1. For purposes of this section, Low Income Domestic Housing Complex shall be defined as having units with an overall average rent that is affordable to residents at 60% or less of Area Median Income (AMI) as determined by HUD's most recent income limits for Spokane County. Overall average rent shall be calculated following the income averaging rules of the Low Income Housing Tax Credit (LIHTC) program.

C. ~~All costs of further installation or upgrade to existing infrastructure, including fire flow systems and sewer connections, shall be borne by the property owner, without eligibility for waiver.~~))

Section 78: That SMC section 13.03.1210 is amended to read as follows:

13.03.1210 Industrial Users

A. Industrial users shall be charged, for each account, the ((~~basic~~)) domestic service charges plus their established user charge.

B. The industrial user charge shall be determined for each account according to:

1. constant metering by the City of Spokane of actual wastewater flow from a specific property; or

2. water consumption at a specific property as determined by actual metering by the City of Spokane ((~~of water supplied from all sources~~)); or

3. consumptive water uses determined by the Wastewater ((~~d~~))Director not to contribute wastewater loading to the sewage collection and treatment system as measured by methods approved by the Wastewater ((~~d~~))Director, and either the:

a. user charge rate for standard wastewater strength, or

b. rate for standard wastewater strength plus a surcharge.

C. The industrial user surcharge shall be calculated from the strength of the wastewater discharged by a specific user, as determined by a monitoring program conducted by the Wastewater ((~~d~~))Director, of the individual discharge of the industrial user or for the discharge of a typical representative of a class of industrial users.

D. An industrial user's or class of industrial user's wastewater strength shall be determined by the City during a monitoring period each year, conducted by the Wastewater ((~~d~~))Director.

1. Time interval composite samples taken at the wastewater monitoring access (see ((~~SMC 13.03.1304~~)) SMC 13.03.1314, etc.) shall be used to determine wastewater strength unless flow proportional sampling equipment is available (see SMC 13.03.130), in which case the samples shall be flow proportioned.

Section 79: That SMC section 13.03.1214 is amended to read as follows:

13.03.1214 Wholesale Customers

A. Other sewer districts or municipalities depositing wastewater into the Spokane municipal sewer system under contract with the City of Spokane shall be charged the current industrial rate of wastewater loading based upon measurement of flow and waste constituents plus a service fee to recover accounting, debt service and billing expenses as determined by the Wastewater ((d))Director.

B. All industries discharging to the tributary district shall be subject to user charges for extra strength wastewater as if they were connected directly to the City of Spokane wastewater collection system.

Section 80: That SMC section 13.03.1216 is amended to read as follows:

13.03.1216 Wastewater Haulers

A. Wastewater haulers shall be charged a fixed rate ((~~per one thousand gallons of~~)) based upon truck tank capacity for each load dumped into the Spokane municipal sewage collection system, to reflect the cost of treatment of a full truck volume of septage of average strength as established by the Wastewater ((d))Director, plus a service fee for handling.

Section 81: That SMC section 13.03.1224 is amended to read as follows:

13.03.1224 Stormwater Pumpage Connection User Charge

A. Storm/groundwater basement connection for domestic users shall be a fixed rate based upon treatment and collection costs for standard strength wastewater assuming 0.36 M((g))Gal/yr. (25 ((~~gpm~~)) GPM @ 5 min./hr. x 24 hrs./day for four months) or based on actual sump pump run time and a fixed rate for future stormwater system expansion projects as reviewed and approved by the Wastewater ((d))Director.

B. Storm/groundwater basement connections for commercial and industrial users shall be a site-specific rate based on treatment and collection costs for standard strength wastewater for the capacity rating of the sump pump and the estimated pumping duration and a fixed rate for future stormwater system expansion projects as reviewed and approved by the Wastewater ((d))Director.

Section 82: That SMC section 13.03.1302 is amended to read as follows:

13.03.1302 City Water Supplied – Commercial, Industrial Users

Commercial and industrial users which derive their water supply solely from the water system of the City of Spokane shall be charged by volume of flow based upon either City water meter readings, approved wastewater flow monitoring equipment, or by such other method as shall be approved by the Wastewater ((d))Director.

Section 83: That SMC section 13.03.1304 is amended to read as follows:

13.03.1304 Other Water Supply Sources – Commercial, Industrial Users

Commercial and industrial users which derive all or part of their water supply from wells or sources other than the City of Spokane shall be charged by volume of wastewater flow based upon either readings from City-approved water meters, approved wastewater flow monitoring equipment or other methods approved by the Wastewater ((d))Director.

Section 84: That SMC section 13.03.1306 is amended to read as follows:

13.03.1306 Flow Monitoring

Commercial and industrial users which derive all or part of the wastewater from product concentration, moisture condensation, foundation drains, yard drains or other nonmetered sources shall install approved wastewater flow monitoring equipment upon notice given by the Wastewater ((d))Director.

Section 85: That SMC section 13.03.1310 is amended to read as follows:

13.03.1310 Flow Measure – Design, Plans, Instrumentation

A. Designs and plans of wastewater flow measurement and sampling installations must be submitted to the Wastewater ((d))Director for approval prior to installation.

    1. Flow or level sensor equipment must be insensitive to or protected from solids accumulation, temperature variations or surface foaming and must be capable of being readily calibrated.

    2. Wastewater sampling equipment must obtain flow-proportioned samples without distorting the concentration of any waste constituent.

B. Flow instrumentation must include a means for determining daily peak flow rate and a digital flow totalizer reporting in thousands of gallons and the totalizer must not turn over more than once per year during the first year of installation. Representatives of the City of Spokane shall be permitted access to the monitoring station at all times. The industry using the monitoring facility shall maintain its accuracy and good working order.

    1. If the equipment becomes inoperable, the user shall provide a wastewater report as described in SMC 13.03.1308.

Section 86: That SMC section 13.03.1318 is amended to read as follows:

13.03.1318 May Order Additional Monitoring

The Wastewater ((d))Director may order installation and maintenance, at the user's expense, of wastewater flow monitoring equipment and proportional flow sampling equipment where wastewater loading cannot be reasonably determined. The City of Spokane shall be given complete access to all such equipment.

Section 87: That SMC section 13.03.1320 is amended to read as follows:

13.03.1320 Equipment Installation Deadlines

Unless a shorter time is ordered by the Wastewater ((d))Director, users required to install flow monitoring and sampling equipment must complete installation within one hundred eighty days of notification to install the equipment or the department may do so, with or without further notice, at the user's sole expense and liability.

Section 88: That SMC section 13.03.1322 is amended to read as follows:

13.03.1322 Large User Pre-((d))Discharge Approval

Any commercial and industrial user initiating a discharge or increasing the rate of discharge of wastewater or pollutants, who is within the definition of SMC 13.03.1308, shall receive approval prior to initiation of or increase of such discharge.

Section 89: That SMC section 13.03.140 is amended to read as follows:

13.03.140 New Accounts

Rates and charges for commercial and industrial users commencing to receive service from the wastewater treatment system shall be charged for volume of flow as a standard wastewater load plus surcharges based upon a report of expected wastewater characteristics which shall be submitted by the prospective user and approved by the Wastewater ((d))Director prior to discharge of wastewater.

Section 90: That SMC section 13.03.1604 is amended to read as follows:

13.03.1604 Laboratory Must be Approved

All measurements, tests, analyses and reports accepted by the City of Spokane shall be performed by laboratories or persons approved by the Wastewater ((d))Director.

Section 91: That SMC section 13.03.1606 is amended to read as follows:

13.03.1606 Monitoring Pretreatment Program

A. The City of Spokane shall monitor the wastewater from industrial users discharging process wastewaters and commercial users expected or determined to discharge wastewaters with greater constituent strength than the range for standard strength

wastewaters or constituents listed in ((~~Article IV~~)) SMC 13.03.A Article II of this chapter to determine the flow and wastewater strength and suitability for treatment at a frequency determined adequate by the Wastewater ((~~d~~))Director.

B. The results of this monitoring shall be used to assess representative wastewater charges or to assure that no wastewater loading changes have occurred since the last billing rate adjustment.

    1. The scheduled frequency for monitoring each user or group of users shall be available for examination by the public.

C. Industrial and/or commercial users who feel that more frequent monitoring would be desirable may monitor more frequently and submit reports for the Wastewater ((~~d~~))Director's use in assessing charges. The monitoring and reports shall comply with this chapter and shall be at the user's expense.

Section 92: That SMC section 13.03.1608 is amended to read as follows:

13.03.1608 Monitoring Results Public

Results of monitoring shall be public information and records thereof shall be open to public examination upon request to the Wastewater ((~~d~~))Director unless the individual user requests otherwise and presents an affidavit that release of such information would allow others to determine therefrom information regarding proprietary processes or operations.

Section 93: That SMC section 13.03.170 is amended to read as follows:

13.03.170 Adjustments of Charges

The Wastewater ((~~d~~))Director will review user charges and revise them periodically to reflect actual treatment works operation and maintenance costs. Charges for each billing period will be determined based on wastewater flow and on approved wastewater strength monitoring.

Section 94: That SMC section 13.03.180 is amended to read as follows:

13.03.180 Orders

A. The Wastewater ((~~d~~))Director shall be authorized to issue an order prohibiting further discharge into the municipal sewerage system to any user who refuses to comply with the provisions of these regulations or where deemed necessary to protect the public health and safety.

1. Users may appeal to the Wastewater ((~~d~~))Director for an adjustment in user charge, such an appeal must be made within thirty days of the billing under dispute.

B. In the event that City-determined wastewater strengths and/or flows are challenged, an appeal must be accompanied by or be followed within thirty days by a report based upon samples and tests performed by an approved laboratory and/or engineer setting forth the flows and/or waste strengths in dispute.

    1. Decisions of the Wastewater ((~~d~~))Director on appeals may be further appealed to the Public Works ((~~d~~))Director ((~~of public works and utilities~~)), whose decision is final.

Section 95: That SMC section 13.03.190 is amended to read as follows:

13.03.190 Persons Subject to Sewer User Charges

Every person to whom service is furnished by the sewage collection and treatment system of the City of Spokane, and every person to whom such service is available by said system of sewerage, as determined by the Wastewater ((~~d~~))Director or applicable laws or regulations, shall be charged for such service on the basis set forth herein.

Section 96: That SMC section 13.05.020 is amended to read as follows:

13.05.020 Poplar and Cottonwood Trees a Nuisance

Planting and/or maintenance of cottonwood, elm and poplar shade trees along the sides of streets of the City is hereby declared to be a nuisance and menace to sewer and water pipes and hydrants, and no person may plant or maintain such trees at such locations, including locations within fifty feet of any water or sewer pipes.

Section 97: That SMC section 13.05.030 is amended to read as follows:

13.05.030 Notice of Violation

A. Whenever it shall appear that any person has violated, or is about to violate, any provision of this chapter, the ((~~director of water and hydroelectric services~~)) Wastewater Director and/or Water Director shall notify such person to remove the matters or things declared unlawful in this chapter.

    1. Such notice shall specify the time within which such cause shall be removed, which shall be not more than ninety days.

B. If said notice shall not be complied with as required by the terms of such notice, then the ((~~director of water and hydroelectric services~~)) Wastewater Director or Director of Water and Hydroelectric Services is authorized and empowered to do the matters and

things required of the person upon whom said notice shall be served and the cost and expense shall be figured by the ((~~department of water and hydroelectric services~~)) Wastewater Department or Department of Water and Hydroelectric Services and the same shall be paid by the person.

Section 98: Effective Date. This ordinance shall take effect and be in force on _____, 2026.

PASSED BY THE CITY COUNCIL ON _____.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

ORD C36776 (CATHCART AMENDMENT)(Sewer)(10-29-25)

PURPOSE OF AMENDMENT: This amendment (1) abbreviates the title to conform to City Council's preferred form and (2) establishes an effective date of January 1, 2026.

1. **Strike the title and insert the following in its place:**

   An ordinance relating to municipal sewer services, amending multiple sections of Chapter 13.03, repealing section 13.03.1208, and amending sections 1.05.010, 13.05.020, and 13.05.030 of Chapter 13.05, all of the Spokane Municipal Code, and setting an effective date.

2. **Strike Section 98 of the ordinance and insert the following in its place:**

   Section 98: Effective Date. This ordinance shall take effect and be in force on January 1, 2026.

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/20/2025

Committee Agenda type: Discussion

Council Meeting Date: 11/10/2025

Date Rec'd	10/17/2025
Clerk's File #	ORD C36777
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PUBLIC WORKS
Contact Name/Phone	CHRIS AVERYT 6540
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	ORDINANCE AMENDING WATER FEE & COST SCHEDULE

Agenda Wording

An ordinance amending the City of Spokane Water and Hydroelectric Department - Fee & Cost Schedule and setting an effective date.

Summary (Background)

The City has adopted the Public Rule and Procedure regarding the Water and Hydroelectric Department Fee and Cost Schedule, periodically it is required to update the Fee and Cost Schedule. These fees and costs are intended to cover the costs of administration of the Water & Hydroelectric Department, including but not limited to, costs, associated with permits, tap and meter connections, monitoring, inspections, sampling, analysis, publication, processing, and violation remediation. The ordinance will amend the following sections of Chapter 13.04: amending SMC sections 13.04.2002, 13.04.2004, 13.04.2005, 13.04.2010, 13.04.2012, 13.04.2014, 13.04.2025, 13.04.0604, 13.04.0606, 13.04.080, 13.04.0802, 13.04.0808, 13.04.0816, 13.04.0822, 13.04.090, 13.04.1008, 13.04.1506, 13.04.170, 13.04.1914, 13.04.1918, 13.04.1925, 13.04.2017, 13.04.2024, 13.04.2026, 13.04.2030, 13.04.2042, 13.04.2044, and 13.04.300; and repealing SMC sections 13.04.2006, 13.04.2008; and 13.04.2018.

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all citizens and business. 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?

The City anticipates annual review and updates to all fees for reimbursement. However, in the event an annual update is not needed, all fees set out in the latest Appendix A shall remain in full effect until modified or amended via the Public Rule process.

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	FEIST, MARLENE		
Division Director	FEIST, MARLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

Distribution List	

ORDINANCE NO. C36777

AN ORDINANCE relating to water amending SMC sections 13.04.2002, 13.04.2004, 13.04.2005, 13.04.2010, 13.04.2012, 13.04.2014, 13.04.2025, 13.04.0604, 13.04.0606, 13.04.080, 13.04.0802, 13.04.0808, 13.04.0816, 13.04.0822, 13.04.090, 13.04.1008, 13.04.1506, 13.04.170, 13.04.1914, 13.04.1918, 13.04.1925, 13.04.2017, 13.04.2024, 13.04.2026, 13.04.2030, 13.04.2042, 13.04.2044, and 13.04.300; and repealing SMC sections 13.04.2006, 13.04.2008; and 13.04.2018 to chapter 13.04; of the Spokane Municipal Code; and setting an effective date.

WHEREAS, the City of Spokane adopted Resolution 2024-0105, Resolution 2025-0068, and Rule 4100-20-01 related to the Public Rule, Cross-Connection Control Program, and Water Hydrant Usage Policy for the City of Spokane; and

WHEREAS, elements of these programs are listed in Section 13.04 of the Spokane Municipal Code and require periodic updates to ensure consistency with the afore mentioned Rules, Policies, and Programs.

- Now, Therefore,

The City of Spokane does ordain:

Section 1: That SMC section 13.04.2002 is amended to read as follows:

13.04.2002 City Residence Rates

A. Single-family Residence – Basic Charge.

1. Within the City limits, the basic monthly service charge for each single-family residence where the water is being used or water is available to the property shall be:

a.

2025	2026
$19.04	$19.97

b. Unless otherwise provided, for two or more single-family residences on one meter, ((~~the above service charge shall apply for each residence~~)) they will be addressed under section 13.04.2005.

c. Rates apply beginning the day the meter is installed.

2. For purposes of this chapter, a “single-family residence” or “equivalent residential unit” designation applies to each self-contained, stand-alone living unit with ((~~at least one~~)) the following:

    a. kitchen or cooking area room, which must include a sink;

    b. bathroom, which must include a toilet, bathtub, and sink or a toilet, shower, and sink.

    c. a separate entrance that does not require residents to co-mingle.

B. Consumption Charge.

The following consumption charge rate schedule is adopted to encourage water conservation and promote environmental quality. Within the City limits, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage Tiers (in cubic feet)	Rate Per Hundred Cubic Feet	
	2025	2026
Zero up to 600	$0.3581	$0.3756
Greater than 600 up to 1,200	$0.7577	$0.7948
Greater than 1,200 up to 2,500	$1.0193	$1.0692
Greater than 2,500 up to 4,500	$1.6115	$1.6905
Greater than 4,500	$2.3179	$2.4315

C. No vacancy allowance will be made.

D. Family daycare homes shall be billed at the single-family rate. For purposes of this provision, "family daycare homes" shall mean a daycare facility:

1. furnishing care, supervision, and guidance for persons twelve years of age or younger for more than four but less than twenty-four hours in a day;

2. licensed as such by the ((~~state department of social and health services~~)) Washington State Department of Social and Health Services; and;

3. which regularly provides such care during part of a twenty-four hour day for no more than twelve children in the dwelling of the person(s) in charge.

E. Capital Charge.

In addition to the basic charge and consumption charge, there shall be ((~~charged~~)) a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 2: That SMC section 13.04.2004 is amended to read as follows:

13.04.2004 City Commercial and Industrial Rates

A. These ((~~rates~~)) charges apply to commercial and industrial customers and to all other customer premises not specifically identified on City utilities billing records as single-family residences or PUDs. The ((~~rates~~)) charges are for service inside the city limits of the City of Spokane.

1. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month	
	2025	2026
1 inch or smaller	$21.28	$22.33
1 ½ inch	$34.71	$36.41
2 inch	$49.19	$51.60
3 inch	$78.78	$82.64
4 inch	$108.51	$113.83
6 inch	$153.49	$161.01
8 inch	$314.48	$329.89
10 inch	$459.25	$481.76

B. Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. Commercial rates are charged based on the total consumption relative to the tier the total falls into. For each one hundred cubic feet, or major

fraction (approximately seven hundred fifty gallons) of water used, there will be the following monthly consumption charges:

1. Monthly Water Use / Charge Rate Per Hundred Cubic Feet.

    a. Zero cubic feet to six hundred cubic feet per month:

Monthly Water Usage Tier (in cubic feet)	Rate Per Hundred Cubic Feet	
	2025	2026
Zero up to 600 (Charge for all use: zero up to 600.)	$0.3975	$0.4170
Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)	$0.8249	$0.8653
Greater than 1,000 (Charge for all use: zero to amount used.)	$1.1933	$1.2517

C. Capital Charge.

In addition to the meter charge and consumption ((~~charges~~)) rate, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 3: That SMC section 13.04.2005 is amended to read as follows:

13.04.2005 City Planned Unit Developments (PUD)

A. Basic Charge.

In general, a planned unit development (PUD) designation is one approved in accord with applicable PUD development standards and served by a master water meter. However, if a dwelling unit would otherwise be included within a PUD designation but has its own individual City water meter, it will be billed as a single-family residence under SMC 13.04.2002 or other applicable rate section. Questions of applicability are determined by the ((~~director~~)) Water Director. [Cross Reference: SMC 17A.020.160(((~~T~~))X)]

B. Consumption.

For billing water consumption, the PUD will be charged the same as a single-family residence within the City limits except the PUD's total consumption ((~~will be divided by the total number of dwelling units to determine the per-dwelling consumption~~)) will be calculated by multiplying the number of residential units by the maximum amount on each tier to get a new maximum usage allotted for each tier (for example, tier 1 is 0-600cf, a PUD of 12 homes would get 7200cf at tier 1 for purposes of applying the rate steps defined in SMC 13.04.2002(B).

C. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month	
	2025	2026
1 inch or smaller	$21.28	$22.33
1 ½ inch	$34.71	$36.41
2 inch	$49.19	$51.60
3 inch	$78.78	$82.64
4 inch	$108.51	$113.83
6 inch	$153.49	$161.01
8 inch	$314.48	$329.89
10 inch	$459.25	$481.76

D. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 4: That SMC section 13.04.2006 entitled "Small Meter – Multi-meter" is repealed

((~~**13.04.2006 Small Meter – Multi-meter**~~

~~A. When meters smaller than the service are used, the size of the meter shall control the service charge. The meter shall not be less than one standard pipe size smaller.~~

~~B. Except where otherwise specified, two or more accounts on multiple metering under one ownership in the same complex shall take the commercial rate plus service charge of each meter.~~))

Section 5: That SMC section 13.04.2008 entitled “Construction Rates” is repealed.

((~~13.04.2008 Construction Rates~~

~~A. Rates for water used during construction will be charged per month, or fractional part thereof, in accord with the following rates.~~

~~1. Worksite will be inspected at least every ninety days to determine meter status.~~

~~2. The meter installation will be made at the earliest possible date.~~

~~3. Residential meters installed prior to occupancy construction rates will apply until certificate of occupancy is granted.~~

~~B. Size of Service / Meter Charge Per Month.~~))

~~Size of Service~~	~~Meter Charge Per Month~~	
	~~2025~~	~~2026~~
~~1 inch or smaller~~	~~$21.28~~	~~$22.33~~
~~1 ½ inch~~	~~$34.71~~	~~$36.41~~
~~2 inch~~	~~$49.19~~	~~$51.60~~
~~3 inch~~	~~$78.78~~	~~$82.64~~
~~4 inch~~	~~$108.51~~	~~$113.83~~
~~6 inch~~	~~$153.49~~	~~$161.01~~
~~8 inch~~	~~$314.48~~	~~$329.89~~
~~10 inch~~	~~$459.25~~	~~$481.76~~

Section 6: That SMC section 13.04.2010 is amended to read as follows:

13.04.2010 Water for Private Fire Protection

A. For inside the City of Spokane metered and unmetered connection on the City’s water mains supplying hydrants, standpipes, or automatic sprinklers for private fire protection to the premises, charges will be made in accord with the following ((~~rates~~)) <u>charges</u>:

Size of Service	Meter Charge Per Month	
	2025	2026

3 inch or smaller	$22.52	$23.63
4 inch	$31.80	$33.36
6 inch	$44.19	$46.36
8 inch	$53.47	$56.09
10 inch	$63.94	$67.08

1. Charge Rate Per ((~~Hundred~~)) Cubic ((~~Feet~~)) Foot. The following consumption rate schedule is adopted to encourage water conservation and promote environmental quality.

   Inside the City limits, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet	
	2025	2026
Zero up to 600 (Charge for all use: zero up to 600.)	$0.3975	$0.4170
Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)	$0.8249	$0.8653
Greater than 1,000 (Charge for all use: zero to amount used.)	$1.1933	$1.2517

B. For outside the City of Spokane metered and unmetered connection on the City's water mains supplying hydrants, standpipes, or automatic sprinklers for private fire protection to the premises, charges will be made in accord with the following ((~~rates~~)):

1. Size of Connection / Service Charge per Month.

Size of Service	Meter Charge Per Month	
	2025	2026
3 inch or smaller	$33.79	$35.45
4 inch	$47.69	$50.03
6 inch	$66.29	$69.53

8 inch	$80.19	$84.11
10 inch	$95.91	$100.61

~~((2. The following consumption rate schedule is adopted to encourage water conservation and promote environmental quality.~~

~~Outside the City limits, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges~~))

~~Monthly Water Usage (in cubic feet)~~	~~Rate Per Hundred Cubic Feet~~	
	~~2025~~	~~2026~~
~~Zero up to 600 (Charge for all use: zero up to 600.)~~	~~$0.5962~~	~~$0.6254~~
~~Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)~~	~~$1.2377~~	~~$1.2983~~
~~Greater than 1,000 (Charge for all use: zero to amount used.)~~	~~$1.7899~~	~~$1.8776~~

Section 7: That SMC section 13.04.2012 is amended to read as follows:

13.04.2012 Outside City Residence Rates <u>and Charges</u>

A. Basic Charge: Single-family Residence.

1. Outside the City, for each single-family residence, the monthly service charge where the water is ((~~being~~)) used or reflected ((~~as on~~)) in the records of the City of Spokane utilities billings office shall be:

2025	2026
$28.56	$29.96

2.((~~For two or more single-family residences on one meter the above service charge shall apply for each residence. "Single-family residence" has the meaning in SMC 13.04.2002(A)(2).~~)) <u>Unless otherwise provided, for two or more single-family residences on one meter, they will be addressed under multifamily.</u>

B. Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. Outside the City limits, for each one hundred cubic feet or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption ((~~charges~~)) rates:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet	
	2025	2026
Zero up to 600	$0.5371	$0.5635
Greater than 600 up to 1,200	$1.1366	$1.1923
Greater than 1,200 up to 2,500	$1.5291	$1.6039
Greater than 2,500 up to 4,500	$2.4173	$2.5357
Greater than 4,500	$3.4769	$3.6473

C. No vacancy allowance.

D. Family daycare homes shall be billed at the single-family rate. For purposes of this provision, "family daycare homes" shall mean a day care facility:

1. furnishing care, supervision, and guidance for persons twelve years of age or younger for more than four but less than twenty-four hours in a day;

2. licensed as such by the ((~~state department of social and health services~~)) Washington State Department of Social and Health Services; and

3. which regularly provides such care during part of a twenty-four hour day for no more than twelve children in the dwelling of the person(s) in charge.

E. Capital Charge.

In addition to the basic charge and consumption charge, there shall be ((~~charged~~)) a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 8: That SMC section 13.04.2014 is amended to read as follows:

13.04.2014 Outside City Rate to Other Purveyors

A. ((~~Standby/Emergency Water~~)) The ((~~charge~~)) rate to other purveyors for standby and/or emergency water service and use outside the City's service area shall be at the following rate per one hundred cubic feet of water used plus outside City commercial monthly service ((~~charge~~)) rate, unless modified by separate agreement:

2025	2026
$1.4887	$1.5616

1. Operations and Maintenance Capital Charge for Standby and/or Emergency Water Service.

   In addition to the standby/emergency water charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500 - Water Service Only Commercial User – Minimum Capital Charge – Outside City (includes first twenty-eight units) and Water Service Only Commercial User – Outside City – capital consumption charges. For continuous users, they shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500 - Water Service Only Other purveyor- continuous supplemental water user-outside-capital consumption charge (Per hundred cubic feet).

((~~B Continuous Supplemental Water: Continuous Supplemental Water is defined as those Purveyors who draw water for at least nine (9) consecutive months at a time.~~))

~~The charge to other purveyors for continuous supplemental water service to be used outside the City's service area shall be at the following rate per one hundred cubic feet of water used plus outside City commercial monthly service charge, unless modified by separate agreement:~~

~~2025~~	~~2026~~
~~$1.4887~~	~~$1.5616~~

~~1. Operations and Maintenance Capital Charge for Continuous Supplemental Water Service.~~

   ~~In addition to the continuous supplemental water charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500 - Water Service Only - Other Purveyors - Continuous Supplemental Water User – Outside City – capital consumption charge~~.))

Section 9: That SMC section 13.04.2025 is amended to read as follows:

13.04.2025 Tap and Meter Requirements and Fees

A. Outside City taps must sign a water annexation covenant approved by the City ((~~legal~~)) Legal ((~~d~~))Department.

B. Local ((~~i~~))Improvement ((~~d~~))District and future main extension waivers are required on all approved long services.

C. ((~~Taps one inch and smaller: Pressure reducing valve (PRV) is required before meter if pressure is greater than eighty pounds.~~)) Meters two-inch and smaller , a pressure regulating valve is required inside the building or structure prior to the first point of use if pressure is greater than 80 PSI.

D. ((~~Taps~~)) Meters one-and-one-half inch and larger: Pressure reducing valve (PRV) is required after meter if pressure is greater than 80 PSI and may be installed inside of a vault or inside the building or structure. No meter box installations for PRV are allowed.

E. Remote reader charges are included in meter fees. Fees for damaged remote readers are referenced in the Department Fee Schedule – Public Rule.

F. City taps that need to be installed at a time other than normal water department business hours must pay an additional fee in accordance with City of Spokane Water and Hydroelectric Department Fee Schedule - Public Rule.

G. Meter sizing for all dwelling units shall be based on fixture unit counts, as addressed in the latest addition of the Uniform Plumbing Code, and/or through a hydraulic analysis submitted by the applicant’s engineer for review and concurrence by City staff.

((~~H. Any taps two inches and smaller, installed on a main eighteen inches or larger must pay an additional fee in accordance with City of Spokane Water and Hydroelectric Department Fee Schedule - Public Rule.~~))

((~~I. Taps four inches and larger installed by private contractors during a main construction require an inspection fee in accordance with City of Spokane Water and Hydroelectric Department Fee Schedule - Public Rule.~~))

Section 10: That SMC section 13.04.0604 is amended to read as follows:

13.04.0604 Authority Over Meters and Valves

A. So long as water service is connected or available to the premises, all meters, valves or other such devices upstream from the meter and including the meter shall remain subject to the strict regulation of the ((~~w~~))Water and ((~~h~~))Hydroelectric ((~~s~~))Services ((~~d~~))Department and no person may tamper with, repair or replace any such items without a permit and inspection by a Water Department Inspector.

B. When ((~~M~~))meters and other such devices of a particular type or capacity shall be deemed fungible and the ((~~w~~))Water and ((~~h~~))Hydroelectric ((~~s~~))Services ((~~d~~))Department, in the course of maintenance and repair of meters and other such devices, may replace the same with others of equal condition and value.

C. This section shall not be construed to create any obligation on the part of the City to make repairs nor create liability or responsibility for acts or omissions of the property owner or any third party.

Section 11: That SMC section 13.04.0606 is amended to read as follows:

13.04.0606 Inspection/Reading of Meters

Water meters shall at all times be accessible to ((~~w~~))Water and ((~~h~~))Hydroelectric ((~~s~~))Services ((d))Department personnel. Where it is necessary for the property owner or lessee to place the meter under lock and key, a key shall be furnished to the water and hydroelectric services department meter reader foreperson. ((~~Except as hereafter required, meter tests are to be paid for by the party requesting them.~~))

Section 12: That SMC section 13.04.080 is amended to read as follows:

13.04.080 Construction Specifications

A. Construction shall meet City of Spokane Water and Hydroelectric Services Department Rules and Regulations for Water Service Installations.

((~~A~~)) B. Every service pipe shall be provided with a ball valve for each recipient, easily accessible, placed inside the foundation wall, beyond damage from frost, and so situated that the water can be conveniently shut off and drained from the pipes.

((~~B~~)) C. All water pipes in buildings shall be so arranged as to drain toward the ((~~stop and waste cock or~~)) drain cocks placed for that purpose.

((~~C~~)) D. All water pipe shall be soft annealed Type K copper water pipe or approved equal as provided in the director's regulations. Use of HDPE is outlined in the City of Spokane Water Department Rules and Regulations for Water Service Installations.

((~~D~~)) E. All service pipes inside property lines shall hereafter be laid to a depth of at least five ((~~and one-half~~)) feet below the surface of the ground.

((~~E~~)) F. All service pipes laid inside the property line on any premises shall be left exposed in the trench until inspected by the water service inspector, and when they have passed inspection and have been approved, the pipes shall be properly covered by the property owner.

Section 13: That SMC section 13.04.0802 is amended to read as follows:

13.04.0802 Separate Service

A. Each ((~~building~~)) parcel served must have a separate connection and separate meter unless otherwise specifically authorized by the ((~~director~~)) Water and Hydroelectric Services Director, but such privilege may be revoked at any time by the ((~~d~~))Director for any reason.

1. Service connections are provided to the public water system in the public right-of-way unless otherwise approved.

2. The ((~~d~~))Director may waive the requirement in cases of two or more adjacent ((~~buildings~~)) parcels under a common ownership or for other good reasons consistent with the public health and safety (e.g. no accessible water main on abutting streets).

B. The ((~~d~~))Director may further require the property owner(s) to execute and record at their expense an easement appurtenant to and for the benefit of parcels served by the service ((~~main~~)) connection((~~on a form supplied by the director~~)), allowing perpetual access to said service main by parcels served and mutually covenanting to maintain said service main for the enjoyment of all such premises.

1. Said easement shall prohibit construction over or interference with the easement area and shall not be subject to revocation without the written approval of the ((~~d~~))Director.

2. The City shall have no repair or maintenance obligations as to any such service ((~~main~~)) connection.

C. Where the requirement of the prior paragraph is waived because of common ownership, the waiver expires automatically when premises or buildings are separately owned, unless affirmatively extended by the ((~~d~~))Director.

D. Exceptions to the requirement of separate connection may be revoked by the ((~~d~~))Director without cost or liability to the City and the premises/building served shall thereafter be required to make a separate connection and install a separate meter at the property owner's sole expense and liability.

Section 14: That SMC section 13.04.0806 is amended to read as follows:

13.04.0806 Service Pipes – Cocks

A. Cost of all service pipes from the City mains to the premises, including a service cock, shall be paid by the property owner(s). A private contractor shall excavate the entire trench from the main to the premises and install the service line from the property line to the premises, subject to inspection and approval of the ((~~w~~))Water and ((~~h~~))Hydroelectric ((~~s~~))Services ((~~d~~))Department. The ((~~w~~))Water and ((~~h~~))Hydroelectric ((~~s~~))Services ((~~d~~))Department shall install the portion of the service line from the City main to the property line.

B. Locations that have ((~~retaining wall~~)) an obstruction within City right-of-way, the service pipes shall be laid by the City ((~~only to~~)) and the curb stop shall be placed within five feet of the street side of ((the wall)) the obstruction. The property owner(s) must install and maintain, at their own expense, all service pipes from that point to the premises, subject to inspection and approval of the ((~~w~~))Water and ((~~h~~))Hydroelectric ((~~s~~))Services ((~~d~~))Department.

((~~C. Multiple service pipes are not permitted without specific written approval from the director.~~))

Section 15: That SMC section 13.04.0808 is amended to read as follows:

13.04.0808 Standpipe and Sprinkler Connections

A. Connections with the City mains for standpipe and sprinkler service to be used for protection in case of fire are subject to the same requirements as other service connections unless otherwise determined by the ((~~director~~)) Water and Hydroelectric Services Director.

B. In all cases, the applicant shall provide such valves, meters or other devices as approved by the ((~~d~~))Director at the applicant's sole cost and liability

C. ((~~Such connections may be made entirely separate from regular service taps, the~~)) The complete installation to be made under the supervision of the ((~~w~~))Water and ((~~h~~))Hydroelectric ((~~s~~))Services ((~~d~~))Department.

Section 16: That SMC section 13.04.0816 is amended to read as follows:

13.04.0816 Definitions

For purposes of the ((~~c~~))Cross-((~~c~~))Connection ((~~c~~))Control program, the following definitions apply:

A. "Backflow" is the flow of water or other liquids, fluids, gases, or any substance whatsoever from a source outside the public water supply back into the public water supply. Backflow or reversed flow may occur due to either back pressure (pushing) or back siphonage (pulling).

B. "Backflow prevention device" is a device or assembly, approved by the ((~~director~~)) Water and Hydroelectric Services Director or ((~~h~~))Health ((~~o~~))Officer, designed and tested to counteract back pressure and back siphonage.

C. ((~~"Containment"~~)) "Premise Isolation" is a method of backflow prevention requiring the installation of a backflow ((~~prevention~~)) assembly or device at the point a water service line enters the premises served.

D. "Contamination" is the entry into or presence in the public water supply of any substance which the ((~~director~~)) Water and Hydroelectric Services Director or ((~~h~~))Health ((~~o~~))Officer determines will or might adversely affect the public health or the aesthetic qualities of the water (appearance, taste, or odor).

1. "Contaminated water" is water with contamination.

E. "Cross-((~~c~~))Connection" is any physical arrangement whereby the public water supply of the City of Spokane is connected, directly or indirectly, or in the judgment of the ((~~director~~)) Water and Hydroelectric Services Director or ((~~h~~))Health ((~~o~~))Officer, has a risk of becoming connected, to a source of contamination as a result of backflow. Sources of contamination might include, but are not limited to:

1. public or private water system, not managed by City of Spokane Water and Hydroelectric Services Department,

2. non potable tank or storage reservoir,

3. sewer line,

4. ((~~sewer~~)) drain,

5. conduit,

6. pool, or

7. any plumbing or fixture whatsoever((~~.~~))

8. well or pump system not managed by City of Spokane Water and Hydroelectric Services Department.

F. "Cross-((~~c~~))Connection ((~~c~~))Control ((~~m~~))Manual" or "Manual" is the latest edition of "Accepted Practice and Procedure in Cross-Connection Control" promulgated by the Pacific Northwest section of the American Waterworks Association. A copy of the manual is available for public inspection at the ((~~w~~))Water and ((~~h~~)) Hydroelectric ((~~s~~))Services ((~~d~~))Department offices.

G. "Cross-((~~c~~))Connection ((~~c~~))Control program" is the City of Spokane's effort to prevent and control ((~~c~~))Cross-((~~c~~))Connections, as required by WAC 246-290-490, expressed in the cross-connection control manual, SMC 13.04.0814 through SMC13.04.0824, and any regulations or orders issued by the director in implementation of said program.

H. "Customer" is any person or other entity at premises reflected in the files of the ((~~w~~))Water and ((~~h~~))Hydroelectric ((~~s~~))Services ((~~d~~))Department as an authorized connection to the City's public water service system.

I. "Director" is the director or administrative head of the ((~~w~~))Water and ((~~h~~))Hydroelectric ((~~s~~))Services ((~~d~~))Department.

J. ((~~"Isolation"~~)) "In Premise Isolation" is a method of backflow prevention where a backflow ((~~prevention~~))assembly or device is located at a point of a cross-connection, rather than the premises or property line.

K. "Service connection" or "service line" or "service lateral" is the connection between the public water supply system to a customer's premises or customer-operated distribution system.

Section 17: That SMC section 13.04.0822 is amended to read as follows:

13.04.0822 Inspection and Testing – Customers to Cooperate

A. Customers are required to cooperate fully with the City in implementing the ((c))Cross-((c))Connection ((c))Control program. Customers ((~~may be~~)) are required to provide satisfactory evidence of ((c))Cross-((c))Connection ((c))Control to the ((w))Water and ((h))Hydroelectric ((s))Services ((d))Department and to allow inspection, testing or other examination, including inspection and testing of backflow prevention devices, all as deemed necessary to implement the City's ((c))Cross-((c))Connection ((c))Control program.

B. The ((w))Water and ((h))Hydroelectric ((s))Services ((d))Department shall have access to all service connections, premises and buildings served by the City's public water system during regular business hours for inspection and testing purposes to ascertain the need to eliminate or control ((c))Cross-((c))Connections, or at any time in case of emergency.

C. Compliance with the City's ((c))Cross-((c))Connection ((c))Control program requirements are additional terms and conditions under which the City of Spokane supplies water service to its customers. The ((w))Water and ((h))Hydroelectric ((s))Services ((d))Department may terminate service by any means, with or without prior notice, for failure to comply with the City's ((c))Cross-((c))Connection ((c))Control program. This specifically includes installation and maintenance of backflow prevention devices required by the ((w))Water and ((h))Hydroelectric ((s))Services ((d))Department.

Section 18: That SMC section 13.04.090 is amended to read as follows:

13.04.090 Water Local Improvement District Waiver Agreement

A. Where an owner of property seeks to connect to the public water supply and the ((c))City ((e))Engineer determines the premises concerned are or may be in need of additional water main or other facilities construction to be financed by means of a local improvement district mechanism, such owner shall obtain from the ((d))Director of ((e))Engineering ((s))Services and execute, as a condition of connection, a water waiver agreement for a ((l))Local ((i))Improvement ((d))District (LID) water assessment.

B. Said agreement shall provide the signatory waives the right to protest the establishment of any ((l))Local ((i))Improvement ((d))District for the installation of a public water main which may be proposed and/or to claim lack of benefit or less benefit than the amount of the assessment and to join in said ((l))Local ((i))Improvement ((d))District petition creating said district. Said owner shall file said waiver and pay all filing fees required for the recording of said agreement with the County ((a))Auditor.

Section 19: That SMC section 13.04.1008 is amended to read as follows:

13.04.1008 ((~~Valves and Outlets Sealed~~)) Fire Protection Meter Required – Fire Inspections

A. ((~~Every valve or outlet must be sealed. Seals may be broken only in case of fire, and in such case prompt notification must be made to the water and hydroelectric services department, and the valve will be resealed.~~)) All fire protection services must be connected through a consumption meter as approved by the Water and Hydroelectric Services Director.

B. The premises upon which any such fire protection service is installed shall be open to the inspection of any authorized representative of the ((~~w~~))Water and ((~~h~~))Hydroelectric ((~~s~~))Services ((~~d~~))Department at all times, and the owner or tenant shall give such representative all reasonable facilities for making the inspection and any information he may require. The owner or tenant can test the apparatus at any time by notifying the ((~~w~~))Water and ((~~h~~))Hydroelectric ((~~s~~))Services ((~~d~~))Department that such a test is desired, and a time will be fixed for the test to be made. Applicable fees for the testing apply.

Section 20: That SMC section 13.04.1506 is amended to read as follows:

13.04.1506 ((~~Locale~~)) Location of Shut-off

A. The ((~~director~~)) Water and Hydroelectric Services Director determines the method and location of shutoffs. In general, shutoff locations shall be at the curb cock, placed at the first property line.

B. No person may turn on water, shut off by the ((~~w~~))Water and ((~~h~~))Hydroelectric ((~~s~~))Services ((d))Department, without the ((~~d~~))Director's consent or approval. The ((~~d~~))Director sets fees for shutoff and turn on.

Section 21: That SMC section 13.04.170 is amended to read as follows:

13.04.170 Time of Commencement

Rates will be charged for service from the day the premises are connected to the City water supply ((~~and the water turned on~~)).

Section 22: That SMC section 13.04.1914 is amended to read as follows:

13.04.1914 Contamination

No person may contaminate, pollute, alter, or endanger in any way, directly or indirectly, the water supply system of the City or permit others to do so. A contaminant is any substance introduced without specific authorization of the City.

Section 23: That SMC section 13.04.1918 is amended to read as follows:

13.04.1918 Obstructing Fire Hydrants

No person may:

A. obstruct the access to any fire hydrant by placing around, thereon, or erecting within ((~~twenty~~)) three feet thereof, any structure or obstruction created; ((~~stone, brick, lumber, dirt, rubbish or other material; or~~))

B. open or operate any fire hydrant without a valid hydrant permit; or

C. draw or attempt to draw water from a hydrant without a valid hydrant permit; or

D. willfully or carelessly injure the same; or

E. fill up or cover over any valve box; or

F. in any manner tamper with or injure the same.

Section 24: That SMC section 13.04.1925 is amended to read as follows:

13.04.1925 Water Conservation Measures

A. Level I:

1. Every year between June 1 – October 1 the City of Spokane shall implement the following conservation measures:

    a. A prohibition on watering outdoor vegetation during the hours of 10 am to 6 pm;

    b. A limitation on watering outdoor vegetation on each parcel to four days per week;

    c. A suggested limitation of a total of 2 hours daily outdoor watering on each parcel; and

d. A suggested prohibition on the use of water for washing outdoor hardscape features, such as sidewalks, driveways, decks, and patios.

B. Level II:

1. When the flow in the Spokane River, as measured at USGS monitoring location 12422500 (located at Lower Crossing) is predicted to fall below 1,000 cfs any time between June 1 – October 1 and the Mayor or a majority of the City Council declares a drought emergency the City shall implement the following conservation measures:

    a. A prohibition on watering outdoor vegetation during the hours of 10 am to 6 pm;

    b. A limitation on watering outdoor vegetation on each parcel to two days per week;

    c. A limitation of a total of 2 hours outdoor watering daily on each parcel; and

    d. A prohibition on the use of water for washing outdoor hardscape features, such as sidewalks, driveways, decks, and patios.

2. Paragraph (B) shall take effect on June 1, 2023.

C. Exemptions:

1. The Parks Department shall continue its efforts to upgrade park infrastructure as funding becomes available to comply with the above mandatory and voluntary measures. Then ((~~department~~)) Parks Department shall be exempt from these measures when the Parks Director informs City Council in writing that an exemption is necessary for the purposes of watering trees, watering the remaining parks with non-automated irrigation systems, allowing for the establishment of newly-planted landscape, mitigating fire risk in wildland-urban interface areas, operating pools and splashpads, and operating public golf courses/sports program facilities.

2. The Public Works and Utilities Department may grant to city residents reasonable exemptions from these measures for the purposes of watering community/personal vegetable gardens, trees located either within the public right-of-way or on private property, to allow for the establishment of newly-planted landscape, or in wildland-urban interface areas to mitigate wildfire risk.

((~~3. The Public Works and Utilities Department and Park Department shall, no later than 180 days after the effective date of this section, publish standards and requirements specifying the process for seeking additional exemptions under this paragraph and the process and timelines for approval, rejection, and, if necessary, appeals from rejections of applications for exemptions under this paragraph.~~))

D. Upon enactment of this chapter, the Water Department shall provide education and community engagement to all water rate payers within the city's retail water delivery area on the importance of complying with the new legal standards for watering outside vegetation and the financial and other benefits to the community.

Section 25: That SMC section 13.04.2017 is amended to read as follows:

13.04.2017 Golf Course Irrigation Conservation Rate for Potable Water

A. Findings.

1. Golf Courses served by the ((~~w~~))Water and ((~~h~~))Hydroelectric ((~~s~~))Services ((~~d~~))Department are high consumers of potable City water for irrigation. There is a significant opportunity for water conservation in this area through measures that include the use of stored stormwater runoff, reclaimed sanitary wastewater, and more efficient irrigation systems.

2. A rate rule encouraging water conservation is an appropriate utility ratemaking consideration under RCW 35.92.010. Golf courses applying conservation measures as approved under subsection (C), and (D) of this section hereafter should be considered a separate user classification. The ((~~director~~)) Water and Hydroelectric Services Director may require a golf course to receive irrigation service under a separate account.

B. Application.

The provisions of this section pertaining to the use of potable City water are subject to the following conditions.

1. They apply only to:

a. golf course irrigation and not to any other customer class or usage;

b. that portion of the water bill based on water consumption and not to any other charges;

c. direct ((~~w~~))Water and ((~~h~~))Hydroelectric ((~~s~~))Services ((~~d~~))Department retail customer golf course accounts, whether inside or outside the City.

2. They do not apply to any accrued billings or usage prior to the effective date of this section. The ((~~director~~)) Water and Hydroelectric Services Director is authorized to adjust the commencement of billings under this section for a customer billing cycle as is most administratively convenient.

    a. The customer must apply in writing for the basic rate discount in subsection (C).

    b. The application must be approved by the ((~~d~~))Director in writing.

    c. No claims for refund or credits for any billings prior to such application and approval may be recognized.

3. The basic rate discount in subsection (C) of this section is limited as follows:

    a. 18-hole, full size golf course customers that reduce their irrigation consumption to less than forty million gallons per year; and

    b. 9-hole, full size golf course customers that reduce their irrigation consumption to less than 20 million gallons per year.

    c. Water savings should be achieved through the implementation of ((~~w~~))Water and ((~~h~~))Hydroelectric ((~~s~~))Services ((~~d~~))Department approved water conservation measures.

    d. The basic rate discount does not apply to any water irrigation consumption savings for usages above forty million gallons per year for an 18-hole course or 20 million gallons per year for a nine-hole course.

4. Par 3 golf courses and mini golf courses are not eligible for any golf course water conservation rate discount or credit.

5. If customer circumstances under which approval was granted do not continue to apply in full for any reason, the customer must immediately notify the ((~~w~~))Water and ((~~h~~))Hydroelectric ((~~s~~))Services ((~~d~~))Department in writing.

    a. In addition, the rates for potable water will be adjusted by the ((~~d~~))Director from the time of change of circumstances, in proportion to the effect of the change as determined by the director.

b. In calculating any adjustments due the City, if any, the ((~~d~~))Director may use information from the customer, or in absence of information being submitted, the ((d))Director is authorized to calculate amounts due based upon any information available to the director.

6. Golf course irrigation conservation rates will be reviewed annually for qualifications or as ordered by the director.

C. Basic Rate Discount.

1. The basic rate discount under this subsection applied for the current calendar year shall be based on the previous year's water use and shall be calculated as a fraction of the commercial water rate that otherwise would be charged to the golf course for its irrigation use consumption.

a. The numerator of this fraction is the gallons usage for the previous calendar year, as recognized by the ((~~director~~)) Water and Hydroelectric Services Director as a result of implementation of conservation programs approved by the ((~~w~~))Water and ((~~h~~))Hydroelectric ((~~s~~))Services ((~~d~~))Department.

b. The denominator is forty million gallons for 18-hole courses and 20 million gallons for 9-hole courses.

2. The written approval of the ((~~director~~)) Water and Hydroelectric Services Director under subsection (B)(2) of this section may include a guarantee of a minimum time the basic rate discount will continue consistent with this section, but may not exceed such time as:

a. reclaimed wastewater service under subsection (D) of this section becomes available to the customer; or

b. there has been a change of conditions;

c. either item to be determined by the ((~~d~~))Director, in the exercise of reasonable business judgment. In addition, the maximum time may not exceed ten years.

D. Reclaimed Sanitary Wastewater.

1. Reclaimed sanitary wastewater is water reclaimed from the treatment of sanitary sewage that can be supplied for golf course irrigation. Such water may not meet potable drinking water standards, but is safe and reliable for golf

course irrigation. The City ((~~w~~))Water utility does not supply this service, but it may become available from the City ((~~w~~))Wastewater ((~~m~~))Management ((~~d~~))Department or other water reclamation utility service providers.

2. Because the use of reclaimed sanitary wastewater provides the greatest savings in potable water use for golf course irrigation, whenever the ((~~director~~)) Water and Hydroelectric Services Director determines that such service is available to a golf course customer, considering the factors set forth hereafter, he/she may order disconnection of an account from potable water service provided by the ((w))Water and ((h))Hydroelectric ((s))Services ((d))Department. The decision shall be in writing and grant a reasonable time frame for conversion, which shall be at least twelve months. The time may be extended by the ((d))Director, in the exercise of sound discretion.

3. Water and Hydroelectric Services Director decisions under this subsection shall be guided by the following factors:

    a. Reliable reclaimed sanitary wastewater service is available to the customer under reasonable conditions and at a reasonable cost.

    b. Water conservation requirements and mandates applicable by law to the City ((~~w~~))Water utility.

    c. The individual customer cost of conversion.

    d. Fairness to the customer and to other water service customers.

4. The ((~~director~~)) Water and Hydroelectric Services Director may request a customer objecting to disconnection under this section to submit information for his consideration. The decision may be appealed to the City ((~~h~~))Hearing ((~~e~~))Examiner within thirty days.

    a. The hearing shall be within thirty days of the appeal.

    b. The decision may be appealed to a court of competent jurisdiction within thirty days, based on the record, reversible because of violation of law or arbitrary and capricious.

Section 26: That SMC section 13.04.2018 entitled “Major Fraction” is repealed:

~~((13.04.2018 Major Fraction~~

~~All charges assessed based upon stated consumption units (e.g., per hundred cubic feet) shall be billed based upon the major unit fraction (e.g., fifty cubic feet or more billed as the next one hundred cubic feet).~~))

Section 27: That SMC section 13.04.2024 is amended to read as follows:

13.04.2024 Hydrant Fees, Consumption Charges and Fines

Hydrant fees for 202((~~0~~))5 are as follows:

A. Hydrant Permit Fees.

1. Annual Hydrant permit fee: ((Five Hundred dollars ($500.00) per year)) Referenced in the Water Public Rule Public Rule 4100-24-02.

2. Hydrant meter and backflow device deposit: A deposit ((~~of One Thousand Five Hundred dollars ($1,500),~~)) established in the Water Public Rule Public Rule 4100-24-02 or surety, verified insurance or bond documentation as approved by the Director of Water and Hydro-electric Department is required for all hydrant permits.

B. Damages

1. Damage to a meter or backflow device will ((~~result in a forfeit of the deposit~~)) be billed to the permit holder at the actual cost for repairs, ((~~Fifteen Hundred dollars ($1,500),~~)) or other recovery available to the City.

2. Repair of any damage to the hydrant or surrounding area as a result of use by the permit holder is the responsibility of and will be billed to the permit holder. Deposit may be forfeited.

3. Failure to pay damages will result in revocation of all hydrant permits and denial of any requests for a hydrant permit until paid in full.

C. Consumption Charges.

1. The Outside City Rate to Other Purveyors listed in SMC 13.04.2014, in effect at the time of usage will be applied.

    a. All water usage from a hydrant shall be measured by required meter, as outlined above.

b. Failure to use required meter, will be considered a violation of this chapter and may result in civil or criminal enforcement to include without limitation, fees, fines, restitution and/or referral for prosecution.

D. Fines:

Any person other than employees of the City Fire Department or City Public Works Division connecting to or accessing any hydrant without an approved Hydrant Permit will be assessed a fine ((~~will be assessed a fine up to one thousand ($1,000) dollars per day~~)) as established in the Water Public Rule Public Rule 4100-24-02. Subsequent violations may result in increased penalties and forfeiture of future eligibility to obtain a hydrant permit.

E. Annual Adjustment:

Any fees listed in this section may be adjusted annually.

Section 28: That SMC section 13.04.2026 is amended to read as follows:

13.04.2026 Small Taps and Meters – Additional

A. The fees associated with small taps and meters are set annually in accordance with City of Spokane Public Rule 4100-20-02 Water and Hydroelectric Department Fee Schedule.

B. All new One-inch, ((~~and~~)) Three-quarter inch, and Five-Eighth inch residential meters will be installed in a meter box within three feet of property line or in a dedicated utility easement. The meter and box will be sold as one unit.

C. In addition to costs contained herein and in the Public Rule there is a sixty-five-dollar ($65.00) processing fee for staff costs.

D. Permit shall be valid for twelve months after which it will expire and a new permit will be required.

Section 29: That SMC section 13.04.2030 is amended to read as follows:

13.04.2030 Periodic Fee Adjustment

The fees in SMC 13.04.0608, SMC 13.04.2022, SMC 13.04.2026, and SMC 13.04.2028 shall be subject to adjustment as follows:

Fees will be adjusted annually to reflect actual increases in labor, equipment, and materials as calculated from August of the previous year to August of the current year.

Increases will ((~~be rounded up to the nearest five dollars and~~)) take effect January 1st of the following year.

Section 30: That SMC section 13.04.2042 is amended to read as follows:

13.04.2042 Water General Facilities Charge – Schedule of Charges

A. Findings – General Facilities Charge (GFC).

The City Council finds:

1. The purpose of GFC charges is to defray costs created by new system demand, such as costs of providing increased system capacity for new or increased demand and other capital costs associated with new system capacity.

2. There is a system-wide benefit, served by a uniform, adjustable GFC, in encouraging system growth through infilling certain unserved areas and considering that expanding the overall customer rate base and customer densities will reduce fixed costs which must otherwise be spread over all classes of ratepayers.

3. It is in the public interest to provide for a GFC rate structure to cover costs associated with new or increased system demand. GFC charges had not been updated in over 20 years and new growth proposals are stressing current system capacity and will require investment in infrastructure for water service.

4. It is further in the public interest that those adding costs or burdens to the City water system by creating need and demand for a new system growth and infill needs in the City water system should pay a GFC therefore. Furthermore, it is not in the public interest to waive GFCs, because without adequate GFCs, the City's current utility customers bear the burden of paying for new capacity to serve growth and a fund will be established to cover the cost of all or a portion of GFCs for certain development projects, including permanent affordable housing.

5. The City's policy is to not waive GFCs. However, offset of the developer's cost of the GFC may be identified from non-utility revenue sources, such as grant dollars or other general fund revenues. Such offset must be clearly identified and paid by the other source at time of application for connection, application for a building permit, or as otherwise ordered by the Director of Public Works.

B. Charge for new service or new upgrades.

1. For new service or new upgrades of existing service to the City water system, a GFC is assessed as provided hereafter. The charge will be based upon the meter size(s) required for domestic and irrigation water service to the facility. ((~~and location of the property within the Upper or Lower Zone~~)) If the size of a previous connection is upgraded to a larger connection, upgrades are charged at the current difference between the old and new connection size charges.

2. The GFC is to be used to finance impacts to the system created by new system growth and infill needs created by new or upgraded customers.

3. Meters used solely for fire protection purposes would not incur GFC charges, unless needed flow rate exceeds the current largest fire flow rate in that pressure zone.

4. Annual Increase: The GFC Charges in SMC 13.04.2044 are generated from an analytical analysis, one copy which shall be kept on file with the office of the city clerk and incorporated herein by reference. GFC charges in SMC 13.04.2044 will increase annually based on the Engineering News-Record Index (ENR) calculated by City Staff, from October to October for the previous year. This annual increase will start March 5, 2024, and occur each January 1 thereafter. The City will publish a public rule update with the new GFC charge by January 1st of each year. Comprehensive review and update of GFC charges should be conducted at least every (5) years, but no more frequently than three (3) years.

5. Adjustments.

Prior Payment of Similar Charges: The charge for a water connection can be adjusted upon a showing of prior payment of similar charges, or for other sound considerations of fairness, as determined by the Director of Public Works.

   a. To be eligible for such adjustment, a party required to pay a water GFC must submit a written application to the Director of Public Works, together with any supporting materials and explanation.

   b. The Director of Public Works must receive such materials no later than the time of connection of the subject premises.

   c. No adjustment may exceed the amount of the water GFC applicable to the connection requested.

6. The water GFC applies, in addition to all other connection, permit or other fees required by this code or elsewhere.

7. The Director of Public Works may record appropriate notice with the county auditor concerning areas subject to the water GFC pursuant to the requirements of RCW 65.08.170 and RCW 65.08.180, as applicable, reserving the possibility of upgrade charges.

8. Any offset of applicable GFC charges shall be through non-utility revenue sources such as grant dollars or general fund dollars. The qualifications for such offset are established in Public Rule 5200-23-01.

C. Any future incentives, waivers, offsets, or deferral of GFC charges should be funded through payments from other funding sources. Incentives, offsets, and deferrals should not result in lost revenue for new system capacity.

Section 31: That SMC section 13.04.2044 is amended to read as follows:

13.04.2044 Appendix A – General Facilities Charge Schedule

Appendix A – Water General Facilities Charge Schedule

Section 32. That SMC section 13.04.300 is amended to read as follows:

13.04.300 Penalties and Surcharges

A. Any person or organization violating any of the provisions of this chapter, other than SMC 13.04.1925, or the rules and regulations ((~~of the director~~)) of the Water and Hydroelectric Services Director, except for those violations designated infractions in SMC 1.05.190, commits a misdemeanor.

B. Each day of a continuing violation shall constitute a new and separate violation unless otherwise specified.

C. Surcharges

((~~1. After December 1, 2023 and no later than May 1, 2024, the City Council in consultation with the Public Works and Utilities Department will enact any changes needed in the water rate structure to meet Spokane River flows of at least 1,000 cfs year round and authorization of surcharges for violations of SMC 13.04.1925 to be deposited to the Water Conservation Program after city staff has documented at least one educational contact with the person or entity responsible for violating SMC 13.04.1925.~~))

2. In the event of any conflict between this section and the published rules and regulations issued by the Water and Hydroelectric Services Director, this section shall control.

3. The Public Works and Utilities Director may enter into inter-departmental agreements with any other City department(s), as necessary, to implement the provisions of this section.

Section 33: 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

ORD C36777 (CATHCART AMENDMENT)(Water)(10-29-25)

PURPOSE OF AMENDMENT: This amendment (1) abbreviates the title to conform to City Council's preferred form, and (2) establishes an effective date of January 1, 2026.

1. **Strike the title and insert the following in its place:**

   An ordinance relating to municipal water services, amending multiple sections of Chapter 13.04, and repealing sections 13.04.2006, 13.04.2008, and 13.04.2018, all of the Spokane Municipal Code, and setting an effective date.

2. **Strike Section 33 of the ordinance and insert the following in its place:**

   Section 33: Effective Date. This ordinance shall take effect and be in force on January 1, 2026.

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 10/20/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	10/15/2025
		Clerk's File #	ORD C36778
		Cross Ref #	
Council Meeting Date: 11/10/2025		**Project #**	
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	JACKSON DEESE 625-6718	**Requisition #**	
Contact E-Mail	JDEESE@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	ZZAPPONE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	AN ORDINANCE PROHIBITING ALGORITHMIC RENT PRICE FIXING,		

Agenda Wording

AN ORDINANCE prohibiting algorithmic rent price fixing, adopting a new Section 10.57.180 to Chapter 10.57 and amending Sections 07.08.158, 10.57.060, 10.57.130 and 10.57.140 of the Spokane Municipal Code.

Summary (Background)

An ordinance prohibiting the use of algorithmic rent price fixing and protecting against tenant and employee retaliation for claims of violation.

What impacts would the proposal have on historically excluded communities?

Young adults and minority communities are more likely to be renters, opening themselves up to more instability in their housing. Algorithmic rental price fixing can drive up prices and vacancies through digital collusion between landlords.

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

The proposal would ban the use of a technology that can artificially inflate rental prices when minority populations are more likely to be renters.

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

Evidence provided for violations, successful enforcement of the proposal, and lack of widespread use of algorithmic rental price fixing programs.

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 proposal would align with city policies regarding lowering housing costs, maintaining quality rentable units for residents, and ensuring that collusive technologies are not being used to price gouge vulnerable residents searching for housing.

Council Subcommittee Review

The Housing Action Subcommittee reviewed this proposal in an earlier draft format.

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	PICCOLO, MIKE		
For the Mayor			

Distribution List	

ORDINANCE NO. C36778

AN ORDINANCE prohibiting algorithmic rent price fixing, adopting a new Section 10.57.180 to Chapter 10.57 and amending Sections 07.08.158, 10.57.060, 10.57.130 and 10.57.140 of the Spokane Municipal Code.

WHEREAS, software has become available for the use of proprietary non-public information provided to landlords to suggest and set rent prices and other lease terms; and

WHEREAS, the Office of the Washington State Attorney General has previously filed suit alleging that software for the use of algorithmic rent fixing may violate the state's Consumer Protection Act; and

WHEREAS, the Washington State Legislature considered regulating such algorithmic rent fixing in Senate Bill 5469 in the 2025 legislative session; and

WHEREAS, the industry-wide use of such algorithms can drive up rent and vacancies and arguably constitute unlawful price-fixing; and

WHEREAS, the City of Spokane webpage states that Spokane has over eighty thousand renters; and

WHEREAS, The City Council is interested in protecting those residents who rent and in addressing factors that artificially inflate the demand for rental housing; and

WHEREAS, by nature of anti-competitive violations, it can be difficult for tenants and prospective tenants to prove collusion, collaboration, or other uncompetitive behavior between for-profit landlords and property managers; and

WHEREAS, a study on algorithmic rent-fixing and collusion[1] was published in *Urban Science* in August 2025; and

WHEREAS, the study identifies the effects that algorithmic rent-fixing has on neighborhoods and districts, of which algorithmic rent-fixing has the most impact on with price increases through collusive monopolies; and

WHEREAS, the neighborhood effects of those engaging in algorithmic rent-fixing,

[1] Zimmerman, A.J.; Anderson, M.B. Nefarious Algorithms: Rent Fixing via Algorithmic Collusion and the Role of Intentionality in the Pursuit of Class Monopoly Rent. *Urban Sci.* 2025**,** 9, 315. https://doi.org/10.3390/urbansci9080315

and collusive activity generally, can be artificially minimized by arguing that the market analysis should be done at larger market scale, thereby diluting the portion of the market that their monopoly constitutes; and

WHEREAS, other localities have passed similar legislation prohibiting algorithmic rental price fixing, including Seattle, Minneapolis, Berkeley, and Jersey City;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.08.158 of Spokane Municipal Code is amended to read as follows:

07.08.158 Legal Services and Relocation Fund

A. There is established a special revenue fund entitled the "legal services and relocation fund" into which shall be paid two percent of all revenue collected pursuant to SMC 8.07C each year for five calendar years (2023-2027) to seed the fund and then it shall thereafter be maintained with 100% proceeds from substandard housing enforcement actions by the Legal Services and Relocation Program and monetary sanctions collected from enforcement actions pursuant to Chapter 10.57.

B. As provided in the annual budget, the "legal services and relocation fund" is appropriated to provide for legal services and relocation funds arising out of rental units that fall below standards of habitability, as established by SMC 10.57.070. The city council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City.

Section 2. That Section 10.57.060 of Spokane Municipal Code is amended to read as follows:

10.57.060 Consistency with Chapter 59.18.RCW

A. The provisions of this chapter shall be interpreted an enforced in a manner that is consistent with the provisions of Chapter 59.18 RCW.

B. Terms in this chapter shall have the meaning set forth in Chapter 59.18 RCW unless a different meaning is expressly provided herein.

Section 3. That Section 10.57.130 of Spokane Municipal Code is amended to read as follows:

Section 10.57.130 Anti-Retaliation Protections

A. Purpose and Intent.
Due to fears of retaliation, tenants may fear speaking up about housing habitability issues, practices relating to collection of past due rent, or organizing as tenants. State law provides protection against retaliation, and the City of Spokane intends for its code to provide additional protections.

B. Prohibition on retaliation.

1. No landlord or owner or manager of residential rental real property in Spokane may intimidate any person because that person is engaging in activities designed to make other persons aware of, or encouraging such other persons to exercise rights granted or protected by the fair housing laws, or engaging in political speech or political organizing.

2. No person may threaten any employee or agent with dismissal or an adverse employment action, or take such adverse employment action, for any effort to assist any person in the exercise of their fair housing rights.

3. Landlords are prohibited from retaliating against individuals for invoking their rights or protections under subsections 10.57.115, 10.57.116, 10.57.160, ((~~and~~)) 10.57.170, and 10.57.180.

4. For purposes of this section, “fair housing laws” and “fair housing rights” include the federal Fair Housing Act, and the Washington Law Against Discrimination.

Section 4. That Section 10.57.140 of Spokane Municipal Code is amended to read as follows:

10.57.140 Private Right of Action

A. Any person or class of persons who claim to have been injured by a violation of sections 10.57.020(H), 10.57.110, 10.57.120, 10.57.130, 10.57.160, ((~~or~~)) 10.57.170, or 10.57.180 may commence a civil action in Superior Court, not later than three (3) years after the occurrence of the alleged violation to obtain relief with respect to such violation. Upon prevailing, such aggrieved person may be

awarded reasonable attorneys' fees and costs, and such other legal and equitable relief as appropriate to remedy the violation including, without limitation, the payment of compensatory damages, a penalty of up to $500, and injunctive relief.

B. If a landlord fails to comply with the requirements of sections 10.57.020(H), 10.57.110, 10.57.120, 10.57.130, 10.57.160, ((~~or~~)) 10.57.170, or 10.57.180. and such failure was not caused by the tenant, the tenant may terminate the rental agreement by written notice pursuant to law.

Section 5. That a new Section 10.57.180 is added to Chapter 10.57 of the Spokane Municipal Code as follows:

10.57.180 Prohibition on Algorithmic Rental Price Fixing

C. Definitions. For the purposes of this section:

A. "Coordinate" and "coordinating" shall mean an algorithm service provider is:

A. Collecting historical, anticipated, or contemporary prices, price changes, supply levels, occupancy rates, or lease or rental contract termination and renewal dates of residential dwelling units from two or more landlords, from private databases, or from public databases; and

B. Analyzing or processing the information described in this section through the use of a system or software that utilizes an algorithmic or other automated process to provide recommendations regarding rental prices, lease renewal terms, or occupancy levels to more than one landlord;

C. "Coordinate" and "coordinating" do not include publishing rental price estimates that:

A. Are solely based on publicly available information;

B. Are equally available to all members of the public; and

C. Do not require a contract, agreement, or registration to obtain.

B. "Dwelling unit" has the meaning as defined in SMC 17A.020.040.

C. "Landlord" means the owner, lessor or sublessor of the dwelling unit or the property of which it is a part, and in addition, means any person designated as a representative of the landlord.

D. “Person” has the meaning as defined in SMC 01.02.100.

E. “Algorithm service provider” means any person that performs a coordinating function.

D. Exceptions. This section does not apply to coordinating functions provided with either short-term rentals as defined in SMC 17C.316.020 or hotels as defined in SMC 17C.348.020.

E. Violation. It is a violation of this section for:

A. Any landlord, in or affecting commerce, to contract with or otherwise exchange anything of value in return for the coordinating services of an algorithm service provider.

B. Any algorithm service provider, in or affecting commerce, to provide coordinating services to two or more landlords.

C. It is not a violation of this section for a landlord to use a system or software recordkeeping tool absent conduct otherwise prohibited under this section.

F. Penalty. The City may file a civil action in a court of competent jurisdiction for violations of Section 10.57.180 for civil penalties of up to five thousand dollars per violation. Each instance of coordinating services for each dwelling unit shall be considered a separate violation. The court may award reasonable attorney’s fees and costs to the City if the City is the prevailing party.

G. Revocation of Business License. Pursuant to Section 08.01.321, the City of Spokane shall cancel or revoke the business license of a landlord, landlord’s agent, or algorithm service provider successfully found in violation of this section and shall not be eligible to obtain a City of Spokane business license for five years thereafter.

H. Submission of Violations. Tenants, landlords, and the employees or contractors of landlords are encouraged to submit violations of this section to the City Attorney and the Residential Rental Housing Navigator.

Section 6. 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 7. Clerical Errors. Upon approval by the City Attorney, the City Clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local state or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____

Council President

Attest:

_____

City Clerk

Approved as to form:

_____

City Attorney

_____

Mayor

_____

Date

_____

Effective Date

ORD C36778(ZAPPONEAMENDMENT)(10-28-25)

Amendment Purpose: Removes the use of public data as a coordinating activity and refines the definition of "algorithm service provider."

Strike Section 5 of the Ordinance and replace it with the following:

Section 5. That a new Section 10.57.180 is added to Chapter 10.57 of the Spokane Municipal Code as follows:

10.57.180 Prohibition on Algorithmic Rental Price Fixing

A. Definitions. For the purposes of this section:

1. "Coordinate" and "coordinating" shall mean an algorithm service provider is:

   (a) Collecting historical, anticipated, or contemporary prices, price changes, supply levels, occupancy rates, or lease or rental contract termination and renewal dates of residential dwelling units from two or more landlords or from private databases ((~~or from public databases~~)); and

   (b) Analyzing or processing the information described in this section through the use of a system or software that utilizes an algorithmic or other automated process to provide recommendations regarding rental prices, lease renewal terms, or occupancy levels to more than one landlord;

   (c) "Coordinate" and "coordinating" do not include publishing rental price estimates that:

      i. Are solely based on publicly available information;

      ii. Are equally available to all members of the public; and

      iii. Do not require a contract, agreement, or registration to obtain.

2. "Dwelling unit" has the meaning as defined in SMC 17A.020.040.

3. "Landlord" means the owner, lessor or sublessor of the dwelling unit or the property of which it is a part, and in addition, means any person designated as a representative of the landlord.

4. "Person" has the meaning as defined in SMC 01.02.100.

5. "Algorithm service provider" means any person that uses any methodology,

including a computer, software, or other technology, used by two or more persons, that uses competitor data to recommend, align, stabilize, set, or otherwise influence prices, supply levels, occupancy rates, or lease or rental contract terms of residential dwelling units.

B. Exceptions. This section does not apply to coordinating functions provided with either short-term rentals as defined in SMC 17C.316.020 or hotels as defined in SMC 17C.348.020.

C. Violation. It is a violation of this section for:

1. Any landlord, in or affecting commerce, to contract with or otherwise exchange anything of value in return for the coordinating services of an algorithm service provider.

2. Any algorithm service provider, in or affecting commerce, to provide coordinating services to two or more landlords.

3. It is not a violation of this section for a landlord to use a system or software recordkeeping tool absent conduct otherwise prohibited under this section.

D. Penalty. The City may file a civil action in a court of competent jurisdiction for violations of Section 10.57.180 for civil penalties of up to five thousand dollars per violation. Each instance of coordinating services for each dwelling unit shall be considered a separate violation. The court may award reasonable attorney's fees and costs to the City if the City is the prevailing party.

E. Revocation of Business License. Pursuant to Section 08.01.321, the City of Spokane shall cancel or revoke the business license of a landlord, landlord's agent, or algorithm service provider successfully found in violation of this section and shall not be eligible to obtain a City of Spokane business license for five years thereafter.

F. Submission of Violations. Tenants, landlords, and the employees or contractors of landlords are encouraged to submit violations of this section to the City Attorney and the Residential Rental Housing Navigator.

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/20/2025

Committee Agenda type: Discussion

Council Meeting Date: 11/10/2025

Date Rec'd	10/14/2025
Clerk's File #	ORD C36780
Cross Ref #	ORD C36461
Project #	
Bid #	
Requisition #	

Submitting Dept	INTEGRATED CAPITAL
Contact Name/Phone	NATE SULYA 509.625.6988
Contact E-Mail	NSULYA@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	KKLITZKE JBINGLE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	2026 GENERAL FACILITIES CHARGE RATES

Agenda Wording

Ordinance amending SMC 13.04.2044 and SMC 13.03.0734 for Water and Wastewater General Facilities Charge rates with an effective date of January 1, 2026.

Summary (Background)

The General Facilities Charge rates in SMC 13.04.2044 and SMC 13.03.0734 are generated from an analytical analysis and increase annually based on the Engineering News-Record (ENR) Construction Cost Index (CCI). Rates are calculated by City Staff, from October to October for the previous year. The 2026 increase is 3.24% based on the ENR CCI.

What impacts would the proposal have on historically excluded communities?

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

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

n/a

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

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

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

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

Council Subcommittee Review

n/a

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

Narrative

Amount		**Budget Account**
Revenue	**$** Various	**#** Various
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

n/a

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	PICANCO, KEVIN		
Division Director	FEIST, MARLENE		
Accounting Manager	BAIRD, CHRISTI		
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	tax&licenses@spokanecity.org
mfeist@spokanecity.org	eraea@spokanecity.org
icmaccounting@spokanecity.org	

ORDINANCE NO. C36780

AN ORDINANCE relating to General Facilities Charges (GFCs) for public utilities and services; amending SMC sections 13.03.0734, to chapter 13.03 of the Spokane Municipal Code; and 13.04.2044 to chapter 13.04 of the Spokane Municipal Code; and setting an effective date.

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1: That SMC section 13.03.0734 is amended to read as follows:

13.03.0734 Appendix B – General Facilities Charge Schedule

Appendix B – Wastewater General Facilities Charge Schedule

The ((2025)) 2026 ENR Adjusted rates will go into effect January 1, ((~~2025~~)) 2026. ((~~The 2026 ENR Adjusted Rates are only representative; and the actual rate will be published prior to January 1, 2026. The 2026 Rate will be updated in with the ENR CCI increase from October 2024 to October 2025 to account for 2025 inflation rate.~~))

Wastewater General Facilities Charge Updated for ((~~2025~~)) 2026	
Meter Size	City-Wide Calculated Charge
	2026
5/8"	(($~~4,733~~)) $4,887
3/4"	(($~~7,100~~)) $7,330
1"	(($~~11,833~~)) $12,216
1.5"	(($~~23,667~~)) $24,434
2"	(($~~37,867~~)) $39,094
3"	(($~~82,834~~)) $85,518
4"	(($~~142,002~~)) $146,603
6"	(($~~319,503~~)) $329,855
8" *Based on needed flowrates	To be Calculated
10" *Based on needed flowrates	To be Calculated

Section 2: That SMC section 13.04.2044 is amended to read as follows:

13.04.2044 Appendix B – General Facilities Charge Schedule

Appendix B – Water General Facilities Charge Schedule

The ((~~2025~~)) 2026 ENC Adjusted rates will go into effect January 1, ((~~2025~~)) 2026.((~~The 2026 ENR Adjusted rates are only representative and the actual rate will be published prior to January 1, 2026. The 2026 Rate will be updated in with the ENR CCI increase from October 2024 to October 2025 to account for 2025 inflation~~.))

Water General Facilities Charge Updated for ((~~2025~~)) 2026	
Meter Size	City-Wide Calculated Charge
	2026
5/8"	(($3,366)) $3,475
3/4"	(($5,049)) $5,213
1"	(($8,415)) $8,688
1.5"	(($16,831)) $17,376
2"	(($26,930)) $27,803
3"	(($58,909)) $60,818
4"	(($100,988)) $104,260
6"	(($227,222)) $234,584
8" *Based on needed flowrates	To be Calculated
10" *Based on needed flowrates	To be Calculated

Section 7: Effective Date. This Ordinance shall take effect and be in force on January 1, 2026.

ADOPTED BY THE CITY COUNCIL ON _____

_____
Council President

Attest:

City Clerk

Mayor

Approved as to form:

Assistant City Attorney

Date

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/20/2025

Committee Agenda type: Discussion

Council Meeting Date: 11/10/2025

Date Rec'd	10/14/2025
Clerk's File #	ORD C36781
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	INTEGRATED CAPITAL
Contact Name/Phone	NATE SULYA 625-6988
Contact E-Mail	NSULYA@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	KKLITZKE JBINGLE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** YES
Agenda Item Name	2026 TRANSPORTATION IMPACT FEE SCHEDULE

Agenda Wording

An ordinance amending the Appendix A - Impact Fee Schedule of SMC 17D.075.080 Transportation Impact Fees and setting an effective date.

Summary (Background)

The City collects impact fees, based on the schedules in SMC 17D.075.180, or an independent fee calculation as provided for in SMC 17D.075.050, from any applicant seeking development approval from the City. The impact fees in SMC 17D.075.180 are generated from the formula for calculating impact fees set forth in the rate study on file with the Clerk's office. The transportation impact fees increase annually by the five-year rolling average of the Engineering News Record (ENR) Construction Cost Index (CCI) calculated by City staff, not to exceed 5% increase per year. The five-year rolling average of the CCI was 4.08%.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

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?

N/A

Expense Occurrence	N/A

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

N/A

Approvals		**Additional Approvals**	
Dept Head	PICANCO, KEVIN		
Division Director	FEIST, MARLENE		
Accounting Manager	BAIRD, CHRISTI		
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	tax&licenses@spokanecity.org
icmaccounting@spokanecity.org	nsulya@spokanecity.org
eraea@spokanecity.org	inote@spokanecity.org

ORDINANCE NO. C36781

AN ORDINANCE relating to transportation impact fees; amending SMC section 17D.075.180 to chapter 17D; of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 17D.075.180 is amended to read as follows:

17D.075.180 Appendix A – Impact Fee Schedule

Appendix A – Impact Fee Schedule

Effective January 1st, ((~~2025~~)) 2026

((~~2025~~)) 2026 Downtown District Transportation Impact Fee Schedule

BASE RATE PER PM TRIP **((~~$218~~)) $277**

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	(($~~239.32~~)) $249.65
Single Family Attached (duplex, townhouse)	215	dwelling	(($~~145.12~~)) $151.39
Multi-Family 1-2 level	220	dwelling	(($~~129.84~~)) $135.45
Multi-Family 3-10 level	221	dwelling	(($~~99.29~~)) $103.58
ADU	-	dwelling	(($~~99.29~~)) $103.58
Multi Family Low-Income 1-2 level	223	dwelling	(($~~117.11~~)) $122.17
Assisted Living	254	bed	(($~~48.57~~)) $50.67
Continuing Care Retirement Comm	255	dwelling	(($~~38.45~~)) $40.11
Nursing Home	620	bed	(($~~28.33~~)) 29.56
Commercial - Services			
Hotel (3 Levels or More)	310	room	(($~~170.75~~)) $178.13
Hotel/Motel	320	room	(($~~136.02~~) $141.90)
Movie Theater	444	sq ft/GFA	(($~~0.49~~)) $0.51
Health Club	492	sq ft/GFA	(($~~0.59~~)) $0.62
Day Care	565	sq ft/GFA	(($~~1.21~~) $1.26)
Bank	912	sq ft/GFA	(($~~1.32~~)) $1.38
Commercial - Institutional			
Elementary School	520	sq ft/GFA	(($~~0.13~~)) $0.14
Middle School	522	sq ft/GFA	(($~~0.09~~)) $0.10
High School	530	sq ft/GFA	(($~~0.11~~)) $0.11
University/College	550	ASF	(($~~0.15~~)) $0.15
Religious Institute	560	sq ft/GFA	(($~~0.12~~)) $0.12
Library	590	sq ft/GFA	(($~~0.80~~)) $0.83
Hospital	610	sq ft/GFA	(($~~0.27~~)) $0.28
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	(($~~1.11~~)) $1.16
General Office	710	sq ft/GFA	(($~~0.38~~)) $0.40
Medical Office / Clinic	720	sq ft/GFA	(($~~0.84~~)) $0.88
Office Park	750	sq ft/GFA	(($~~0.38~~)) $0.39

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	(($~~0.40~~)) $0.41
Specialty Retail Center	826	sq ft/GLA	(($~~0.23~~)) $0.24
Hardware/Paint Store	816	sq ft/GFA	(($~~0.41~~)) $0.42
Nursery/Garden Center	817	sq ft/GFA	(($~~0.74~~)) 0.77
Shopping Center	820	sq ft/GLA	(($~~0.34~~)) $0.35
Car Sales - New/Used	841	sq ft/GFA	(($~~0.50~~)) $0.525
Tire Store	848	Service bay	(($~~443.70~~)) $462.86
Supermarket	850	sq ft/GFA	(($~~0.87~~)) $0.90
Convenience Market	851	sq ft/GFA	(($~~1.96~~)) $2.05
Pharmacy	881	sq ft/GFA	(($~~0.61~~)) $0.64
Furniture Store	890	sq ft/GFA	(($~~0.03~~)) $0.03
Quick Lubrication Vehicle Shop	941	Service Bay	(($~~722.79~~)) $754.00
Auto Parts & Service Center	943	sq ft/GFA	(($~~0.54~~)) $0.57
Service Station/Minimart/Carwash	853	VFP	(($~~746.94~~)) $779.20
Industrial			
Light Industry/High Technology	110	sq ft/GFA	(($~~0.32~~)) $0.33
Heavy Industrial	120	sq ft/GFA	(($~~0.22~~)) $0.23
Industrial Park	132	sq ft/GFA	(($~~0.28~~)) $1.01
Manufacturing	140	sq ft/GFA	(($~~0.24~~)) $1.67
Warehousing	150	sq ft/GFA	(($~~0.10~~)) $2.48
Mini-Storage	151	sq ft/GFA	(($~~0.05~~)) $0.97
Commercial – Restaurant			
Drinking Establishment	925	sq ft/GFA	(($~~0.99~~)) $1.03
Quality Restaurant	931	sq ft/GFA	(($~~0.95~~)) $0.99
High Turnover Restaurant	932	sq ft/GFA	(($~~0.96~~)) $1.01
Fast Casual	-	sq ft/GFA	(($~~1.61~~)) $1.67
Fast Food Restaurant	934	sq ft/GFA	(($~~2.38~~)) $2.48
Coffee Shop with Drive-Thru	937	sq ft/GFA	(($~~0.93~~) $0.97)

Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition
Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

Single Family Attached (duplex, townhouse) = dwelling units with a common wall between units. Units separated by a ceiling are multi-family.

ASF= Assignable Square Feet (aka Net Assignable Area): the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use. It can be subdivided into Classroom, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified. Areas defined

Drinking Establishment = contains a bar, serves alcohol and food, may have TV screens, pool tables, and other entertainment. Restaurants that specialize in food but also have a bar are considered High-Turnover Restaurants.

Quality Restaurant = duration of stay > 1 hour, not a chain, serves dinner and sometimes lunch, patrons wait to be seated, order from menu, pay after (Ex. Clinkerdagger, Anthony's, Luna)

High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).

((~~2025~~)) 2026 Northwest District Transportation Impact Fee Schedule

Effective January 1st, ((~~2025~~)) 2026

BASE RATE PER PM TRIP ((~~$799~~)) $831

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	(($878.26)) $913.93
Single Family Attached (duplex, townhouse)	215	dwelling	(($532.56)) $554.19
Multi-Family 1-2 level	220	dwelling	(($476.50)) $495.86
Multi-Family 3-10 level	221	dwelling	(($364.39)) $379.19
ADU	-	dwelling	(($364.39)) $379.19
Multi Family Low-Income 1-2 level	223	dwelling	(($429.79)) $447.24
Assisted Living	254	bed	(($178.24)) $185.48
Continuing Care Retirement Comm	255	dwelling	(($141.11)) $146.84
Nursing Home	620	bed	(($103.97)) $108.20
Commercial – Services			
Hotel (3 Levels or More)	310	room	(($626.64)) 652.09
Hotel/Motel	320	room	(($499.18)) $519.46
Movie Theater	444	sq ft/GFA	(($1.81)) $1.88
Health Club	492	sq ft/GFA	(($2.18)) $2.27
Day Care	565	sq ft/GFA	(($4.43)) $4.61
Bank	912	sq ft/GFA	(($4.85)) $5.05
Commercial – Institutional			
Elementary School	520	sq ft/GFA	(($0.49)) $0.51
Middle School	522	sq ft/GFA	(($0.34)) $0.35
High School	530	sq ft/GFA	(($0.40)) $0.42
University/College	550	ASF	(($0.53)) $0.55
Religious Institute	560	sq ft/GFA	(($0.44)) $0.46
Library	590	sq ft/GFA	(($2.93)) $3.05
Hospital	610	sq ft/GFA	(($0.99)) $1.03
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	(($4.07)) $4.24
General Office	710	sq ft/GFA	(($1.39)) $1.45
Medical Office / Clinic	720	sq ft/GFA	(($3.08)) $3.20
Office Park	750	sq ft/GFA	(($1.38)) $1.44

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	(($1.46)) $1.52
Specialty Retail Center	826	sq ft/GLA	(($0.83)) $0.87
Hardware/Paint Store	816	sq ft/GFA	(($1.49)) $1.55
Nursery/Garden Center	817	sq ft/GFA	(($2.72)) $2.83
Shopping Center	820	sq ft/GLA	(($1.24)) $1.29
Car Sales - New/Used	841	sq ft/GFA	(($1.84)) $1.92
Tire Store	848	Service bay	(($1,628.31)) $1,694.44
Supermarket	850	sq ft/GFA	(($3.18)) $3.31
Convenience Market	851	sq ft/GFA	(($7.20)) $7.49
Pharmacy	881	sq ft/GFA	(($2.26)) $2.35
Furniture Store	890	sq ft/GFA	(($0.12)) $0.13
Quick Lubrication Vehicle Shop	941	Service Bay	(($2,652.52)) $2,760.25
Auto Parts & Service Center	943	sq ft/GFA	(($1.99)) $2.08
Service Station/Minimart/Carwash	853	VFP	(($2,741.16)) $2,852.49
Industrial			
Light Industry/High Technology	110	sq ft/GFA	(($1.16)) $1.21
Heavy Industrial	120	sq ft/GFA	(($0.81)) $0.85
Industrial Park	132	sq ft/GFA	(($1.02)) $1.06
Manufacturing	140	sq ft/GFA	(($0.87)) $0.91
Warehousing	150	sq ft/GFA	(($0.38)) $0.40
Mini-Storage	151	sq ft/GFA	(($0.20)) $0.21
Commercial – Restaurant			
Drinking Establishment	925	sq ft/GFA	(($3.64)) $3.79
Quality Restaurant	931	sq ft/GFA	(($3.50)) $3.64
High Turnover Restaurant	932	sq ft/GFA	(($3.54)) $3.68
Fast Casual	-	sq ft/GFA	(($5.89)) $6.13
Fast Food Restaurant	934	sq ft/GFA	(($9.79)) $9.99

Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition
Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

Single Family Attached (duplex, townhouse) = dwelling units with a common wall between units. Units separated by a ceiling are multi-family.

ASF= Assignable Square Feet (aka Net Assignable Area): the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use. It can be subdivided into Classroom, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified. Areas defined

Drinking Establishment = contains a bar, serves alcohol and food, may have TV screens, pool tables, and other entertainment. Restaurants that specialize in food but also have a bar are considered High-Turnover Restaurants.

Quality Restaurant = duration of stay > 1 hour, not a chain, serves dinner and sometimes lunch, patrons wait to be seated, order from menu, pay after (Ex. Clinkerdagger, Anthony's, Luna)

High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).

((~~2025~~)) 2026 South District Transportation Impact Fee Schedule

Effective January 1st, ((~~2025~~)) 2026

BASE RATE PER PM TRIP **$2,703**

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	(($~~2,972.41~~)) $3,093.74
Single Family Attached (duplex, townhouse)	215	dwelling	(($~~1,802.42~~)) $1,875.99
Multi-Family 1-2 level	220	dwelling	(($~~1,612.69~~)) $1,678.52
Multi-Family 3-10 level	221	dwelling	(($~~1,233.23~~)) $1,283.57
ADU	-	dwelling	(($~~1,233.23~~)) $1,283.57
Multi Family Low-Income 1-2 level	223	dwelling	(($~~1,454.58~~)) $1,513.96
Assisted Living	254	bed	(($~~603.24~~)) $627.86
Continuing Care Retirement Comm	255	dwelling	(($~~477.56~~)) $497.06
Nursing Home	620	bed	(($~~351.89~~)) $366.25
Commercial – Services			
Hotel (3 Levels or More)	310	room	(($~~2,120.80~~)) $2,207.36
Hotel/Motel	320	room	(($~~1,689.45~~)) $1,758.41
Movie Theater	444	sq ft/GFA	(($~~6.12~~)) $6.37
Health Club	492	sq ft/GFA	(($~~7.37~~)) $7.67
Day Care	565	sq ft/GFA	(($~~15.01~~)) $15.62
Bank	912	sq ft/GFA	(($~~16.42~~)) $17.09
Commercial – Institutional			
Elementary School	520	sq ft/GFA	(($1.65)) $1.72
Middle School	522	sq ft/GFA	(($~~1.14~~)) $1.19
High School	530	sq ft/GFA	(($~~1.36~~)) $1.42
University/College	550	ASF	(($~~1.80~~)) $1.88
Religious Institute	560	sq ft/GFA	(($~~1.49~~)) $1.55
Library	590	sq ft/GFA	(($~~9.91~~)) $10.32
Hospital	610	sq ft/GFA	(($~~3.36~~)) $3.50
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	(($13.78)) $14.34
General Office	710	sq ft/GFA	(($~~4.71~~)) $4.90
Medical Office / Clinic	720	sq ft/GFA	(($~~10.42~~)) $10.85
Office Park	750	sq ft/GFA	(($~~4.68~~)) $4.87

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	(($~~4.94~~)) $5.14
Specialty Retail Center	826	sq ft/GLA	(($~~2.82~~)) $2.93
Hardware/Paint Store	816	sq ft/GFA	(($~~5.04~~)) $5.24
Nursery/Garden Center	817	sq ft/GFA	(($~~9.19~~)) $9.57
Shopping Center	820	sq ft/GLA	(($~~4.21~~)) $4.38
Car Sales - New/Used	841	sq ft/GFA	(($~~6.23~~)) $6.49
Tire Store	848	Service bay	(($~~5,510.88~~)) $5,735.82
Supermarket	850	sq ft/GFA	(($~~10.76~~)) $11.20
Convenience Market	851	sq ft/GFA	(($~~24.36~~)) $25.36
Pharmacy	881	sq ft/GFA	(($~~7.63~~)) $7.94
Furniture Store	890	sq ft/GFA	(($~~0.42~~)) $0.43
Quick Lubrication Vehicle Shop	941	Service Bay	(($~~8,977.23~~)) $9,343.66
Auto Parts & Service Center	943	sq ft/GFA	(($~~6.75~~)) $7.03
Service Station/Minimart/Carwash	853	VFP	(($~~9,277.23~~)) $9,655.90
Industrial			
Light Industry/High Technology	110	sq ft/GFA	(($~~3.93~~)) $4.09
Heavy Industrial	120	sq ft/GFA	(($~~2.76~~)) $2.87
Industrial Park	132	sq ft/GFA	(($3.45)) $3.59
Manufacturing	140	sq ft/GFA	(($2.96)) $3.08
Warehousing	150	sq ft/GFA	(($~~1.30~~)) $1.35
Mini-Storage	151	sq ft/GFA	(($~~0.67~~)) $0.69
Commercial – Restaurant			
Drinking Establishment	925	sq ft/GFA	(($~~12.32~~)) $12.82
Quality Restaurant	931	sq ft/GFA	(($~~11.84~~)) $12.33
High Turnover Restaurant	932	sq ft/GFA	(($~~11.98~~)) $12.47
Fast Casual	-	sq ft/GFA	(($~~19.94~~)) $20.75
Fast Food Restaurant	934	sq ft/GFA	(($~~29.56~~)) $30.77
Coffee Shop with Drive-Thru	937	sq ft/GFA	(($~~11.57~~)) $12.04

Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition
Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

Single Family Attached (duplex, townhouse) = dwelling units with a common wall between units. Units separated by a ceiling are multi-family.

ASF= Assignable Square Feet (aka Net Assignable Area): the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use. It can be subdivided into Classroom, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified. Areas defined

Drinking Establishment = contains a bar, serves alcohol and food, may have TV screens, pool tables, and other entertainment. Restaurants that specialize in food but also have a bar are considered High-Turnover Restaurants.

Quality Restaurant = duration of stay > 1 hour, not a chain, serves dinner and sometimes lunch, patrons wait to be seated, order from menu, pay after (Ex. Clinkerdagger, Anthony's, Luna)

High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).

((~~2025~~)) 2026 Northeast District Transportation Impact Fee Schedule

Effective January 1st, ((~~2025~~)) 2026

BASE RATE PER PM TRIP ((~~$667~~)) 694

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	(($733.41)) $763.26
Single Family Attached (duplex, townhouse)	215	dwelling	(($444.73)) $462.83
Multi-Family 1-2 level	220	dwelling	(($397.91)) $414.11
Multi-Family 3-10 level	221	dwelling	(($304.29)) $316.67
ADU	-	dwelling	(($304.29)) $316.67
Multi Family Low-Income 1-2 level	223	dwelling	(($358.90)) $373.51
Assisted Living	254	bed	(($148.84)) $154.90
Continuing Care Retirement Comm	255	dwelling	(($117.83)) $122.63
Nursing Home	620	bed	(($86.82)) $90.36
Commercial – Services			
Hotel (3 Levels or More)	310	room	(($523.28)) $544.58
Hotel/Motel	320	room	(($416.85)) $433.82
Movie Theater	444	sq ft/GFA	(($1.51)) $1.57
Health Club	492	sq ft/GFA	(($1.82)) $1.89
Day Care	565	sq ft/GFA	(($3.70)) $3.85
Bank	912	sq ft/GFA	(($4.05)) $4.22
Commercial – Institutional			
Elementary School	520	sq ft/GFA	(($0.41)) $0.42
Middle School	522	sq ft/GFA	(($0.28)) $0.29
High School	530	sq ft/GFA	(($0.34)) $0.35
University/College	550	ASF	(($0.45)) $0.46
Religious Institute	560	sq ft/GFA	(($0.37)) $0.38
Library	590	sq ft/GFA	(($2.45)) $2.55
Hospital	610	sq ft/GFA	(($0.83)) $0.86
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	(($3.40)) $3.54
General Office	710	sq ft/GFA	(($1.16)) $1.21
Medical Office / Clinic	720	sq ft/GFA	(($2.57)) $2.68
Office Park	750	sq ft/GFA	(($1.15)) $1.20

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	(($1.22)) $1.27
Specialty Retail Center	826	sq ft/GLA	(($0.70)) $0.72
Hardware/Paint Store	816	sq ft/GFA	(($1.24)) $1.29
Nursery/Garden Center	817	sq ft/GFA	(($2.27)) $2.36
Shopping Center	820	sq ft/GLA	(($1.04)) $1.08
Car Sales - New/Used	841	sq ft/GFA	(($1.54)) $1.60
Tire Store	848	Service bay	(($1,359.74)) $1,415.09
Supermarket	850	sq ft/GFA	(($2.66)) $2.76
Convenience Market	851	sq ft/GFA	(($6.01)) $6.26
Pharmacy	881	sq ft/GFA	(($1.88)) $1.96
Furniture Store	890	sq ft/GFA	(($0.10)) $0.11
Quick Lubrication Vehicle Shop	941	Service Bay	(($2,215.03)) $2,305.19
Auto Parts & Service Center	943	sq ft/GFA	(($1.67)) $1.73
Service Station/Minimart/Carwash	853	VFP	(($2,289.05)) $2,382.22
Industrial			
Light Industry/High Technology	110	sq ft/GFA	(($0.97)) $1.01
Heavy Industrial	120	sq ft/GFA	(($0.68)) $0.71
Industrial Park	132	sq ft/GFA	(($0.85)) $0.88
Manufacturing	140	sq ft/GFA	(($0.73)) $0.76
Warehousing	150	sq ft/GFA	(($0.32)) $0.33
Mini-Storage	151	sq ft/GFA	(($0.16)) $0.17
Commercial – Restaurant			
Drinking Establishment	925	sq ft/GFA	(($3.04)) $3.16
Quality Restaurant	931	sq ft/GFA	(($2.92)) $3.04
High Turnover Restaurant	932	sq ft/GFA	(($2.96)) $3.08
Fast Casual	-	sq ft/GFA	(($4.92)) $5.12
Fast Food Restaurant	934	sq ft/GFA	(($7.20)) $7.50

Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition
Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

Single Family Attached (duplex, townhouse) = dwelling units with a common wall between units. Units separated by a ceiling are multi-family.

ASF= Assignable Square Feet (aka Net Assignable Area): the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use. It can be subdivided into Classroom, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified. Areas defined

Drinking Establishment = contains a bar, serves alcohol and food, may have TV screens, pool tables, and other entertainment. Restaurants that specialize in food but also have a bar are considered High-Turnover Restaurants.

Quality Restaurant = duration of stay > 1 hour, not a chain, serves dinner and sometimes lunch, patrons wait to be seated, order from menu, pay after (Ex. Clinkerdagger, Anthony's, Luna)

High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).

((~~2025~~)) 2026 West Plains District Transportation Impact Fee Schedule

Effective January 1st,((~~2025~~)) 2026

BASE RATE PER PM TRIP ((~~$3,889~~)) $4,048

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	(($4,277.26)) $4,451.99
Single Family Attached (duplex, townhouse)	215	dwelling	(($2,593.66)) $2,699.61
Multi-Family 1-2 level	220	dwelling	(($2,320.64)) $2,415.44
Multi-Family 3-10 level	221	dwelling	(($1,774.61)) $1,847.10
ADU	-	dwelling	(($1,774.61)) $1,847.10
Multi Family Low-Income (1-2 leve	223	dwelling	(($2,093.13)) $2,178.63
Assisted Living	254	bed	(($868.05)) $903.51
Continuing Care Retirement Comm	255	dwelling	(($687.21)) $715.28
Nursing Home	620	bed	(($506.36)) $527.05
Commercial – Services			
Hotel (3 Levels or More)	310	room	(($3,051.80)) $3,176.47
Hotel/Motel	320	room	(($2,431.09)) $2,530.40
Movie Theater	444	sq ft/GFA	(($8.80)) $9.16
Health Club	492	sq ft/GFA	(($10.61)) $11.04
Day Care	565	sq ft/GFA	(($21.60)) $22.48
Bank	912	sq ft/GFA	(($23.63)) $24.59
Commercial – Institutional			
Elementary School	520	sq ft/GFA	(($2.37)) $2.47
Middle School	522	sq ft/GFA	(($1.64)) $1.71
High School	530	sq ft/GFA	(($1.96)) $2.04
University/College	550	ASF	(($2.60)) $2.70
Religious Institute	560	sq ft/GFA	(($2.14)) $2.23
Library	590	sq ft/GFA	(($14.27)) $14.85
Hospital	610	sq ft/GFA	(($4.83)) $5.03
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	(($19.83)) $20.64
General Office	710	sq ft/GFA	(($6.78)) $7.06
Medical Office / Clinic	720	sq ft/GFA	(($14.99)) $15.61
Office Park	750	sq ft/GFA	(($6.73)) $7.01

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	(($7.11)) $7.40
Specialty Retail Center	826	sq ft/GLA	(($4.06)) $4.22
Hardware/Paint Store	816	sq ft/GFA	(($7.25)) $7.54
Nursery/Garden Center	817	sq ft/GFA	(($13.23)) $13.77
Shopping Center	820	sq ft/GLA	(($6.06)) $6.31
Car Sales - New/Used	841	sq ft/GFA	(($8.97)) $9.33
Tire Store	848	Service bay	(($7,930.08)) $8,254.03
Supermarket	850	sq ft/GFA	(($15.48)) $16.12
Convenience Market	851	sq ft/GFA	(($35.06)) $36.49
Pharmacy	881	sq ft/GFA	(($10.98)) $11.43
Furniture Store	890	sq ft/GFA	(($0.60)) $0.62
Quick Lubrication Vehicle Shop	941	Service Bay	(($12,918.12)) $13,445.84
Auto Parts & Service Center	943	sq ft/GFA	(($9.71)) $10.11
Service Station/Minimart/Carwash	853	VFP	(($13,349.81)) $13,895.16
Industrial			
Light Industry/High Technology	110	sq ft/GFA	(($5.66)) $5.89
Heavy Industrial	120	sq ft/GFA	(($3.97)) $4.13
Industrial Park	132	sq ft/GFA	(($4.96)) $5.16
Manufacturing	140	sq ft/GFA	(($4.26)) $4.43
Warehousing	150	sq ft/GFA	(($1.87)) $1.94
Mini-Storage	151	sq ft/GFA	(($0.96)) $1.00
Commercial – Restaurant			
Drinking Establishment	925	sq ft/GFA	(($17.73)) $18.45
Quality Restaurant	931	sq ft/GFA	(($17.04)) $17.74
High Turnover Restaurant	932	sq ft/GFA	(($17.24)) $17.94
Fast Casual	-	sq ft/GFA	(($28.69)) $29.86
Fast Food Restaurant	934	sq ft/GFA	(($42.54)) $44.28
Coffee Shop with Drive-Thru	937	sq ft/GFA	(($16.65)) $17.33

Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles

that can be fueled simultaneously) GFA= Gross Floor Area

Single Family Attached (duplex, townhouse) = dwelling units with a common wall between units. Units separated by a ceiling are multi-family.

ASF= Assignable Square Feet (aka Net Assignable Area): the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use. It can be subdivided into Classroom, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified. Areas defined

Drinking Establishment = contains a bar, serves alcohol and food, may have TV screens, pool tables, and other entertainment. Restaurants that specialize in food but also have a bar are considered High-Turnover Restaurants.

Quality Restaurant = duration of stay > 1 hour, not a chain, serves dinner and sometimes lunch, patrons wait to be seated, order from menu, pay after (Ex. Clinkerdagger, Anthony's, Luna)

High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).

Effective January 1st, ((~~2025~~)) 2026

((~~2025~~)) 2026 Latah District Transportation Impact Fee Schedule

BASE RATE PER PM TRIP ((~~$6,632~~))
$7,159

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	((~~$7,564.48~~)) $7,873.47
Single Family Attached (duplex, townhouse)	215	dwelling	((~~$4,586.97~~)) $4,774.34
Multi-Family 1-2 level	220	dwelling	((~~$4,104.13~~)) $4,271.78
Multi-Family 3-10 level	221	dwelling	((~~$3,138.45~~)) ~~$3,266.65~~
ADU	-	dwelling	((~~$3,138.45~~)) $3,266.65
Multi Family Low-Income 1-2 level	223	dwelling	((~~$3,701.77~~)) $3,852.97
Assisted Living	254	bed	((~~$1,535.18~~)) $1,597.89
Continuing Care Retirement Comm	255	dwelling	((~~$1,215.35~~)) $1,265.00
Nursing Home	620	bed	((~~$895.52~~)) $932.10
Commercial – Services			
Hotel (3 Levels or More)	310	room	((~~$5,397.20~~)) $5,617.67
Hotel/Motel	320	room	((~~$4,299.47~~)) $4,475.09
Movie Theater	444	sq ft/GFA	((~~$15.57~~)) $16.21
Health Club	492	sq ft/GFA	((~~$18.76~~)) $19.52
Day Care	565	sq ft/GFA	((~~$38.19~~)) $39.75
Bank	912	sq ft/GFA	((~~$41.78~~)) $43.49
Commercial – Institutional			
Elementary School	520	sq ft/GFA	((~~$4.19~~)) $4.36
Middle School	522	sq ft/GFA	((~~$2.90~~)) $3.02
High School	530	sq ft/GFA	((~~$3.47~~)) $3.61
University/College	550	ASF	((~~$4.59~~)) $4.78
Religious Institute	560	sq ft/GFA	((~~$3.78~~)) $3.94
Library	590	sq ft/GFA	((~~$25.23~~)) $26.26
Hospital	610	sq ft/GFA	((~~$8.55~~)) $8.89
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	((~~$35.06~~)) $36.49
General Office	710	sq ft/GFA	((~~$11.99~~)) $12.48
Medical Office / Clinic	720	sq ft/GFA	((~~$26.52~~)) $27.60
Office Park	750	sq ft/GFA	((~~$11.91~~)) $12.40

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	((~~$12.57~~)) $13.08
Specialty Retail Center	826	sq ft/GLA	((~~$7.18~~)) $7.47
Hardware/Paint Store	816	sq ft/GFA	((~~$12.82~~)) $13.34
Nursery/Garden Center	817	sq ft/GFA	((~~$23.39~~)) $24.34
Shopping Center	820	sq ft/GLA	((~~$10.72~~)) $11.16
Car Sales - New/Used	841	sq ft/GFA	((~~$15.86~~)) $16.51
Tire Store	848	Service bay	((~~$14,024.61~~)) $14,597.49
Supermarket	850	sq ft/GFA	((~~$27.39~~)) $28.50
Convenience Market	851	sq ft/GFA	((~~$62.00~~)) $64.53
Pharmacy	881	sq ft/GFA	((~~$19.43~~)) $20.22
Furniture Store	890	sq ft/GFA	((~~$1.06~~)) $1.10
Quick Lubrication Vehicle Shop	941	Service Bay	((~~$22,846.12~~)) $23,779.33
Auto Parts & Service Center	943	sq ft/GFA	((~~$17.18~~)) $17.88
Service Station/Minimart/Carwash	853	VFP	((~~$23,609.58~~)) $24,573.98
Industrial			
Light Industry/High Technology	110	sq ft/GFA	((~~$10.01~~)) $10.42
Heavy Industrial	120	sq ft/GFA	((~~$7.02~~)) $7.30
Industrial Park	132	sq ft/GFA	((~~$8.77~~)) $9.13
Manufacturing	140	sq ft/GFA	((~~$7.53~~)) $7.84
Warehousing	150	sq ft/GFA	((~~$3.30~~)) $3.44
Mini-Storage	151	sq ft/GFA	((~~$1.70~~)) $1.77
Commercial – Restaurant			
Drinking Establishment	925	sq ft/GFA	((~~$31.35~~)) $32.64
Quality Restaurant	931	sq ft/GFA	((~~$30.14~~)) $31.37
High Turnover Restaurant	932	sq ft/GFA	((~~$30.49~~)) $31.73
Fast Casual	-	sq ft/GFA	((~~$50.74~~)) $52.81
Fast Food Restaurant	934	sq ft/GFA	((~~$75.23~~)) $78.30
Coffee Shop with Drive-Thru	937	sq ft/GFA	((~~$29.44~~)) $30.64

Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual,

11th Edition Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously) GFA= Gross Floor Area

Single Family Attached (duplex, townhouse) = dwelling units with a common wall between units. Units separated by a ceiling are multi-family.

ASF= Assignable Square Feet (aka Net Assignable Area): the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use. It can be subdivided into Classroom, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified. Areas defined

Drinking Establishment = contains a bar, serves alcohol and food, may have TV screens, pool tables, and other entertainment. Restaurants that specialize in food but also have a bar are considered High-Turnover Restaurants.

Quality Restaurant = duration of stay > 1 hour, not a chain, serves dinner and sometimes lunch, patrons wait to be seated, order from menu, pay after (Ex. Clinkerdagger, Anthony's, Luna)

High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).

Section 2: Effective Date. This ordinance shall take effect and be in force on _____, 2026.

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 sections 03.07.350 and 08.15.150 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 08.03.120 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 13. 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 14. 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 15. That section 08.15.110 of Chapter 08.15 of the Spokane Municipal Code is amended to read as follows:

Section 08.15.110 Cancellation of Tax Exemption - Appeal

A. If at any time the director determines that the property no longer complies with the terms of the contract or with the requirements of this chapter, or for any reason no longer qualifies for the tax exemption, the tax exemption shall be canceled and additional taxes, interest and penalty imposed pursuant to RCW 84.14.110 or other applicable provisions of state law.

B. In the case of multi-family housing units rented as affordable housing, qualifying units as defined in the final certificate of exemption or in SMC 8.15.090(A)(2)(b) must be available to be rented to qualified low and moderate-income tenants at all times during the entire exemption period. While household's income may rise above the low and moderate-income level during the exemption period, the property owner must demonstrate that subsequent or different tenants of those affordable units do meet the income level requirements for the remainder of the exemption period.

C. If after the issuance of a final certificate of tax exemption multi-family housing units rented as affordable housing fail to satisfy the requirements for the affordable housing tax exemption and the number of units fall below the percentage requirements, the exemption period shall expire, unless the affordable housing units are within the Spokane Targeted Investment Area. Properties or units failing to satisfy the affordable requirement of SMC 8.15.090(A)(2)(b) within the Spokane Targeted Investment Area shall be converted and limited to eight years from the date of the issuance of the final certificate of tax exemption and a new final certificate of tax exemption will need to be recorded by the Spokane county assessor.

D. If the property owner sells the affordable multi-family housing units, the new property owner shall file with the City a report indicating that the unit was purchased at a value affordable to low and moderate-income in order to continue to comply with the affordability requirement of SMC 8.15.090(A)(1)(b) and RCW 84.14.020(1)(ii)(B). If the unit was not sold at a level affordable to low and moderate-income household, a request to cancel the exemption needs to be filed with the City within 60 days. If the unit is within the Spokane Targeted Investment Area, a request to convert the remaining term of exemption to an 8-year exemption is allowable, if the ((~~remain~~)) remaining term is less than eight years, unless the remaining term would exceed eight years.

E. If the owner intends to convert the multi-family housing to another use, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the owner must notify the director and the Spokane county assessor within sixty days of the change in use or intended discontinuance.

1. Upon such change in use or discontinuance, the tax exemption shall be canceled and additional taxes, interest and penalty imposed pursuant to state law.

F. Upon determining that a tax exemption shall be canceled, the director, on behalf of the city council, shall notify the property owner by certified mail, return receipt requested.

1. The property owner may appeal the determination by filing a notice of appeal with the city clerk within thirty days, specifying the factual and legal basis for the appeal.

2. The hearing examiner will conduct a hearing pursuant to chapter 17G.050 SMC at which all affected parties may be heard and all competent evidence received.

3. The hearing examiner will affirm, modify or repeal the decision to cancel the exemption based on the evidence received. The hearing examiner shall give substantial weight to the director's decision and the burden of overcoming that weight shall be upon the appellant.

4. An aggrieved party may appeal the hearing examiner's decision to the Spokane county superior court as provided in RCW 34.05.510 through RCW 34.05.598.

G. If after the issuance of a final tax certificate an owner-occupied multi-family housing unit that initially qualified as a low or moderate-income unit is sold at market rate and no longer qualifies as an affordable housing unit, that unit may lose its tax exempt status and all prior exempt taxes and penalties and interest shall become a lien on the property per RCW 84.14.110 and the subsequent owner shall no longer qualify for the tax exemption. The remaining units' tax exemption status shall not be affected.

((~~H. The City may adopt administrative policies and procedures to implement the reporting requirement for this section which are not inconsistent the provisions of chapter 8.15 SMC and chapter 84.14 RCW.~~))

((~~I~~)) H. A determination by the director to discontinue an exemption period may be appealed pursuant to SMC 8.15.110.

Section 16. That there is adopted a new Section 08.15.150 of the Spokane Municipal Code to read as follows:

Section 08.15.150 Authority to Promulgate Rules

The City may adopt administrative policies and procedures to implement the requirements for this section which are not inconsistent the provisions of chapter 8.15 SMC and chapter 84.14 RCW. provided, any Public Rule shall be adopted as set forth in in Chapter 3.14 of the Spokane Municipal Code.

Section 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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 23. 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 24. 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 25. 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 26. 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 27. 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 28. That section 15.04.080 of Chapter 15.04 of the Spokane Municipal Code is amended to read as follows:

Chapter 15.04 Smoking in Public Places

Section 15.04.080 Regulations Authorized

The Spokane fire department may adopt regulations as required to implement this chapter. 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 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 30. 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 31. 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 32. 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 33. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

Mayor

Date

Effective Date

City of Spokane

City Council

TO:	City Council Members
CC:	Mike Piccolo, Elizabeth Schoedel, Giacobbe Byrd, Kate Fairborn
FROM:	Chris Wright, City Council Policy Advisor
DATE:	August 19, 2025
RE:	Proposed "Public Rule" Ordinance

Enclosed for your review and comment is an ordinance to codify an orderly process for public notice and adoption of "public rules" by City departments. This memorandum is intended to explain the rationale behind the ordinance and to outline its basic elements.

CITY RULES PRACTICES

As the City went through the GFC debate in 2023, we learned the proposed GFC rates would eventually be memorialized in a "public rule." After some digging, I located the City's administrative policy for drafting policies and procedures, set forth in the "Standardized Formats And Uniform Procedures For Adoption And Maintenance of Administrative Policies And Procedures, Departmental Policies and Procedures, Executive Orders, And Public Rules And Regulations" (Admin 0325-18-1 / LGL 2004-0021). This policy includes provisions for public rules. They are defined as:

> "[....]any department order, directive or regulation of general applicability, and (1) the violation of which subjects a person to a penalty; or (2) which subject a person to a payment of a fee; or (3) which establish, alter, or revoke any procedure, practice or requirement relating to departmental hearings; or (4) which establish, alter, or revoke any qualifications or standards for the issuance, suspension or revocation of licenses to pursue any commercial activity, trade or profession as may be otherwise defined by the Spokane Municipal Code[.]"

The same administrative policy briefly addresses the adoption process for public rules:

> "Public Rules and Regulations. Public rules and regulations may be initiated by department directors, division directors or the Mayor / City Administrator. It is anticipated, however, that most public rules and regulations will be adopted by Ordinance. Copies of proposed rules and regulations shall be provided to all departments for review and comment for at least a two-week period prior to final adoption. ... In addition to the internal review, the public shall be given the opportunity to comment on all proposed rules and regulations. The public may send written comments to the department responsible for initiating the rule or regulation, and/or provide verbal comment at a scheduled public hearing. Rules and regulations are effective 30 days after being signed..."

This policy implies that the City Council will approve public rules but does not actually require it. In addition, this policy does not set forth any specific requirements for public comment other than the simple requirement to solicit it and possibly hold a public hearing. [1]

There is no general provision in the municipal code authorizing each City department to develop public rules for their operations. The closest general authorization is in SMC 03.01A.05.205, which reads:

> Section 03.01A.205 Departments – Rights, Powers and Duties
> Except as otherwise provided, the departments and offices listed in this chapter shall have all the rights and powers granted and duties imposed by authority of the laws of the state and the charter and ordinances of the City now existing or subsequently adopted, subject to the general supervision and control of the mayor.... [2]

Beyond this broad statutory authority are various rule-making authorizations scattered throughout the municipal code, where either the Mayor or department heads are authorized to create rules, regulations or procedures associated with a particular statutory mandate.[3] The authorizing language can vary with each provision of the code; while most refer to the creation of "rules and regulations," others simply permit "regulations," and still others refer to "administrative policy and procedures," and so forth.[4] To my knowledge, the only references in the municipal code to any "public rule" reside in Title 13, where the use of public rules for rate-setting is well-established, and a single reference in SMC 12.01.010 (concerning minor sidewalk repairs), which was a reference added at my request last fall. In short, the concept of a "public rule" is a creation of administrative policy.

Ostensibly all public rules are filed with the City Clerk and labeled as such. The City's website lists eight public rules, most concerning utility rates.[5] [6] A search of the Clerk's records under the phrase "public rule" is more helpful, and produces 65 records and shows 10 associated Council resolutions, most of them related to user fees for water, sewer and GFC charges.

---

[1] See Attachment 1.

[2] SMC Section 04.01.080 authorizes "each agency" to promulgate rules, but this statute resides in the section relating to boards and commissions, not administrative agencies, and is clearly intended to permit civic bodies to create rules on board governance.

[3] See, e.g., SMC 03.07.350 (Personnel); SMC 04.02.020 (Collections); SMC 04.02.070 (Collections); SMC 08.01.250 (Business registrations); SMC 08.02.011 (Fees and Charges); SMC 08.03.120 (Admissions Tax);SMC 08.04.130 (Gambling Tax); SMC 10.63.100 (Property Maintenance); SMC 12.02.0735 (Public Obstructions); and SMC 13.01.080 (Utility Rates).

[4] See, e.g., SMC 12.09.150, which states the "administering officer has authority to issue general regulatory orders affecting all service providers or other users."

[5] See Attachment 2

[6] A proposed new public rule titled "Wastewater and Water General Facilities Charges and Incentives" was slated for council approval on August 18, but deferred to September 15.

That said, it is not easy to gauge the actual number of rules of general application to the public because not all rules are styled as "public rules." For example, the "Encampment Removal and Cleanup Policy" (Admin 1200-20-01 / LGL 2020-0022) adopted in 2020, clearly affects private property rights, but is not styled as a public rule. Instead, it was adopted in tandem with an executive directive from Mayor Woodard without any apparent public comment or council review. It is not listed on the City's website as a public rule. Similarly, the policy titled "Utilities Billing and Collection Policy" (Admin 5200-24-06) and establishing detailed procedures for utility collections and enforcement, including the placement of notices and liens, is not listed as a public rule, despite its application to the general public. Whether other, similar rules exist is not readily ascertainable.

RATIONALE FOR STANDARDIZED AND TRANSPARENT PUBLIC RULE MAKING

An ordinance relating to rulemaking would standardize the process for public rules, ensure consistent use of the term "public rule," and remove any mystery about which "public" rules actually exist.

The premise behind this ordinance is that legislation is the province of the City Council under Section 5 of the City Charter, and that no regulation applicable to the general public should be adopted without authorization from the City Council and without some form of council oversight. At the state and federal level, executive agencies are permitted to promulgate regulations having the force of law only because they are authorized to do so, and only after a proscribed public review process. It should be no different at the municipal level.

The goal of this ordinance is to ensure that (a) any regulation intended as a "public rule" be clearly identified as such, and (b) these rules go through a standardized, well-documented public adoption process, much like a Washington Administration Code (WAC).

Just as important, strengthening the public rule-making process could bring more certainty to enforcement. At the state level, WACs have the force of law, are cited as authority in cases, and receive deference by the courts. The same cannot be said for City public rules, particularly when clear authority to promulgate public rules is lacking. A formal and well-understood public process for public rulemaking is essential, especially with the highly publicized camping ordinance (C36779) that leaves difficult enforcement questions to administrative regulations.

PROPOSED ORDINANCE

The current policy on rulemaking is too vague, lacks transparency, and fails to ensure council an opportunity to confirm policies are consistent with the ordinances underpinning them. On the other hand, it is important to preserve, where possible, the administrative flexibility offered by rulemaking. The proposed ordinance is drafted to strike a balance between these goals. The basic elements of the ordinance are:

- **Provides to City Departments Authorization to Enact Public Rules of General Applicability.** The ordinance refines and codifies the definition of public rules and applies it to each City department. If departments intend a rule to be enforceable against the general public, it must identify it as a public rule and adopt it via the prescribed process.

- **Establishes Clear Procedures For Public Input Before Public Rules Become Final And Effective**. Under this ordinance, proposed public rules first must be published, a notice given to the public, and the proposed rule placed on the City Council agenda in the same fashion as ordinance and resolutions. At the council level the proposed rule is either approved by the council, rejected and returned to the originating department for further revisions, or deferred for later council action. Once approved, the public rule is filed with the City Clerk is to maintain a separate repository of public rules and is directed to establish a system for easy identification and retrieval for the general public.

- **Retains Administrative Control Of Strictly Internal Procedures And Exempt Independent Officers And Agencies.** The draft ordinance does not regulate rulemaking for purely internal matters, such as those rules related to personnel, collective bargaining, municipal court, or hearing examiner issuances.

- **Includes Provisions For Emergency Rules.** The ordinance introduces a procedure allowing emergency rulemaking, whereby emergency rules become effective immediately, but must eventually receive Council review.

- **Addresses Existing Public Rules.** As currently drafted, the ordinance permits any existing public rule approved by council resolution within 90 days prior to the effective date of the oridnance to remain in effect for one year. All other existing public rules adopted or modified prior to the effective date of this ordinance may be enforced for ninety (90) days after the effective date of the ordinance without council review, so long as public notice and council review has been initiated as provided in Section 3.14.030 and is pending during such enforcement period. Any public rule not reviewed by the City Council within ninety (90) days of the effective date of this ordinance, or for which review has not been initiated, shall be null and void, except as to any pending case or controversy under such Public Rule.

The proposed draft ordinance is still under review by City Legal and the administration. The goal is to present the draft at the Finance and Administration Committee in August, with eventual adoption in September.

Attachment 1: "Standardized Formats And Uniform Procedures For Adoption And Maintenance of Administrative Policies And Procedures, Departmental Policies and Procedures, Executive Orders, And Public Rules And Regulations"
(Admin 0325-18-1 / LGL 2004-0021)

Attachment 2: The City's website list of public rules

Attachment 1

RECEIVED
December 3, 2018
CITY CLERK'S OFFICE
SPOKANE, WA

CITY OF SPOKANE ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN 0325-18-1 LGL 2004-0021

TITLE: **STANDARDIZED FORMATS AND UNIFORM PROCEDURES FOR ADOPTION AND MAINTENANCE OF ADMINISTRATIVE POLICIES AND PROCEDURES, DEPARTMENTAL POLICIES AND PROCEDURES, EXECUTIVE ORDERS, AND PUBLIC RULES AND REGULATIONS**

EFFECTIVE DATE: JULY 1, 2004
REVISION EFFECTIVE DATE: December 3, 2018 (Replaces ADMIN 0325-05-2 and ADMIN 0325-17-01)

1.0 GENERAL

1.1 PURPOSE

The purpose of this policy is to establish standardized formats and uniform procedures for the adoption and maintenance of administrative policies and procedures, departmental policies and procedures, executive orders, and public rules and regulations.

1.2 TABLE OF CONTENTS

1.0 GENERAL
2.0 DEPARTMENTS/DIVISIONS AFFECTED
3.0 REFERENCES
4.0 DEFINITIONS
5.0 POLICY
6.0 PROCEDURE
7.0 RESPONSIBILITIES
8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

Except as otherwise provided, this policy shall apply to all City departments and divisions. This policy and procedure shall not apply to departmental policies and procedures initiated and adopted by the City Council, Civil Service Commission, Library Board, and Park Board. Nor shall this policy and procedure apply to policies and procedures established and maintained by the City of Spokane Fire and Police Departments relating to firefighting/EMS and/or law enforcement.

3.0 REFERENCES

None.

4.0 DEFINITIONS

4.1 "Administrative Policies and Procedures" are used by City departments to inform other departments and staff of policies / procedures for the direction and management of Citywide operations.

4.2 "Departmental Policies and Procedures" are used to inform and provide direction for internal departmental management and operation of City departments. They affect primarily or exclusively single departments or divisions.

4.3 "Executive Orders" are issued from time to time formalizing specific mayor / city administrator decisions.

4.4 "Public Rules and Regulations" as required by the Spokane Municipal Code, are any department order, directive or regulation of general applicability, and (1) the violation of which subjects a person to a penalty; or (2) which subject a person to a payment of a fee; or (3) which establish, alter, or revoke any procedure, practice or requirement relating to departmental hearings; or (4) which establish, alter, or revoke any qualifications or standards for the issuance, suspension or revocation of licenses to pursue any commercial activity, trade or profession as may be otherwise defined by the Spokane Municipal Code.

5.0 POLICY

5.1 Except as provided in section 2.0 above, all administrative policies and procedures, departmental policies and procedures, executive orders, and public rules and regulations shall be developed and maintained in a standardized fashion using the format in the attached standardized templates. Note: To allow for frequent review, easy modification, and effective, best practice management in a changing and evolving business environment, procedures may be set forth in separate procedural manuals. Procedures manuals are not required to follow the standardized template format; however, the manuals shall be written in a consistent style and format.

5.2 Approval Process for Policies and Procedures

5.2.1 Administrative Policies and Procedures. Administrative policies and procedures may be initiated by department directors, division directors or the Mayor / City Administrator. Copies of proposed policies and procedures shall be provided to all affected departments for review and comment for at least a two-week period prior to final adoption, unless directed otherwise by the Mayor or City Administrator. Documentation of the notification to other departments shall be attached to any policy or procedure submitted for final adoption. Unless otherwise provided, policies and procedures shall be effective immediately after being signed by the Mayor or City Administrator. Unless otherwise stated, amendments and repeals of existing policies and procedures shall follow the same process as the adoption of a new policy or procedure. Administrative policies and procedures by the City Council, Civil Service Commission, Library Board and Park Board are signed by the authorized representative of the board / commission.

5.3.2 Departmental Policies and Procedures. Departmental policies and procedures may be initiated by department directors or division directors. If other departments will be affected by the policy, copies of proposed department policies and procedures shall be provided to all affected departments for a two-week review and comment period prior to final adoption. Documentation of the notification to other departments shall be attached to any policy or procedure submitted for final adoption. Policies and procedures initiated by departments shall have prior approval of the division director. Unless otherwise provided, department policies and procedures shall be effective immediately after being signed by the department director or division director.

5.3.3 Executive Orders. Executive orders are initiated by the Mayor or City Administrator. They are effective immediately after signature by the Mayor or City Administrator unless otherwise stated.

5.3.4. Public Rules and Regulations. Public rules and regulations may be initiated by department directors, division directors or

the Mayor / City Administrator. It is anticipated, however, that most public rules and regulations will be adopted by Ordinance. Copies of proposed rules and regulations shall be provided to all departments for review and comment for at least a two-week period prior to final adoption. Documentation of the notification to the departments shall be attached to any rule or regulation submitted for final adoption. In addition to the internal review, the public shall be given the opportunity to comment on all proposed rules and regulations. The public may send written comments to the department responsible for initiating the rule or regulation, and/or provide verbal comment at a scheduled public hearing. Rules and regulations are effective 30 days after being signed by the Mayor or City Administrator unless otherwise stated. Amendments and repeals of existing rules and regulations shall follow the same process as the adoption of a new rule or regulation. Public rules and regulations by the Library Board and the Park Board are signed by the authorized representatives of the boards.

5.3.5 In those cases deemed appropriate by the Mayor or City Administrator, any policy, procedure, rule or regulation may be referred to a "stakeholder committee" for public review or comment. The committee should be composed of a representative sample of affected persons or entities.

5.4 Publication

5.4.1 Except as otherwise provided, or unless otherwise protected from public disclosure by State or Federal Law, adopted administrative policies and procedures, executive orders, and public rules and regulations shall be published in the official gazette. Notices of adopted departmental policies and procedures shall be published in the official gazette.

5.4.2 The City Clerk shall be responsible for the scope and manner of electronic publication of adopted administrative policies and procedures, executive orders and public rules and regulations on the City's internet web page.

5.5 The administration and maintenance of the City's policy and procedure system is centralized in the office of the City Clerk. The City Clerk shall maintain the original copy of administrative policies and procedures, executive orders and public rules and regulations. The Clerk shall provide all departments with a copy of the adopted administrative policy and procedure, executive order, or public rule

or regulation. Unless otherwise protected from public disclosure by State or Federal law, the original copy of any departmental policies and procedures shall be maintained in the initiating department with a copy filed with the City Clerk. The Clerk shall also maintain an index of all current policies, procedures, executive orders, rules and regulations organized by department.

6.0 PROCEDURE

6.1 Determine what type of document is to be written. (Reference the information contained under sections 4.0 and 5.0.)

6.2 ADMINISTRATIVE POLICIES AND PROCEDURES / DEPARTMENT POLICIES AND PROCEDURES / PUBLIC RULES AND REGULATIONS.

Use the following numbered and capitalized section headings and standards:

TITLE: Provide a brief descriptive title for the document. The title should provide readers with a clear overview of what the directive is meant to convey. Avoid titles that label rather than describe the document. The title should distinguish it from others which may be similar.

For example:

(Not Clear)	Public Disclosure
(Clear)	Handling Requests for Disclosure of Public Records

EFFECTIVE DATE. For policies of specific duration, indicate the beginning and ending dates of the policy's effect. For policies of indeterminate duration, leave blank. The City Clerk will add the effective date for administrative policies and public rules, unless otherwise stated in the document.

1.0 GENERAL. Provide a brief description of the purpose of the document in subsection 1.1. List the table of contents in subsection 1.2.

2.0 DEPARTMENTS / DIVISIONS AFFECTED. If applicable to all departments, state "Applicable to all departments". If applicable to most departments, state "Applicable to all departments, except _____". If applicable to only a few

departments or one department, list only the department(s) which are affected.

3.0 REFERENCES. Provide a list of applicable laws, regulations, ordinances, charter or other legal or managerial authority for the document.

4.0 DEFINITIONS. Provide a list, beginning with 4.1, which defines all terms, abbreviations and acronyms necessary for a complete understanding of the document.

5.0 POLICIES. Policies should set forth the general principles or plan to be followed in specific operations or management.

Provide a list, beginning with 5.1, which clearly describes all decisions that management has made regarding the purpose of the document.

A primary purpose of writing policies is to save management from re-deciding issues that are already resolved. Another basic function of a written policy is to ensure consistency, predictability, and a proper foundation for rules and procedures. Policies answer the question "What should be done?" For a clean, active document, avoid too much information and philosophy on "why" policies are being done.

6.0 PROCEDURES. Procedures provide information and procedural instructions for implementation of the policy or provide information on where any procedural documents may be found.

7.0 RESPONSIBILITIES. Provide a list, beginning with 7.1, of responsibilities, duties, or authorities of affected parties, grouped by agency. The responsibilities section allows affected persons quick access to their part of responsibilities in a given policy.

8.0 APPENDICES. Use this section for including procedural manuals and/or information that does not fit into the other sections for reasons of format, size, etc. List appendices and titles starting with 8.1.

6.3 EXECUTIVE ORDERS.

Use the following sections and standards for writing executive orders:

TITLE: Provide a brief descriptive title for the document. The title should provide readers with a clear overview of what the directive is meant to convey. Avoid titles that label rather than describe the document. The title should distinguish it from others that may be similar.

EFFECTIVE DATE. Indicate the beginning date of the order's effect.

EXPIRATION DATE: If known, indicate an expiration date. Executive orders that include an expiration date will be removed from the City's website 90 days after expiration.

WHEREAS. Provide, in a series of paragraphs, the reasons and causes for the document. Begin each new paragraph with WHEREAS, in capital letters.

NOW, THEREFORE. Provide the body of the document or description of what will be done. Begin the body section with: NOW, THEREFORE, I, (mayor's name in capital letters), Mayor, do order that ..... Each following paragraph in the body will start with FURTHERMORE (in capitals).

If the document is to be effective only for a specific period of time, event, or set of circumstances, this should be stated in the body as the last statement of the body.

SIGNATURE. This section should not appear on a separate page without some portion of the body of the order appearing on the same page.

7.0 RESPONSIBILITIES

7.1 The initiating department is responsible for writing all policies, procedures, rules and regulations. In addition, initiating departments shall be responsible for reviewing policies and procedures to ensure compliance with federal, state and local laws, as well as to ensure they reflect current circumstances and best practices.

7.2 The Mayor is responsible for writing all executive orders.

7.3 The City Attorney's Office is responsible for circulating policies, procedures, and rules and regulations to departments for review and comment, unless other arrangements have been made with the initiating department.

7.4 The City Clerk is responsible for assigning document code numbers to all policies and procedures, executive orders, and public rules and regulations, in addition to the responsibilities listed under sections 5.4 and 5.5.

8.0 APPENDICES

Template - Administrative Policy and Procedure
Template - Department Policy and Procedure
Template - Executive Order

Approved by:

City Attorney

City Administrator

12/3/2013
Date

CITY OF SPOKANE
ADMINISTRATIVE POLICY AND PROCEDURE TEMPLATE

CITY OF SPOKANE ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN [DEPT #]-[YR]-[#]
TITLE EFFECTIVE DATE REVISION DATE (IF APPLICABLE)	

1.0 GENERAL

1.1 PURPOSE

1.2 TABLE OF CONTENTS

1.0 GENERAL
2.0 DEPARTMENTS/DIVISIONS AFFECTED
3.0 REFERENCES
4.0 DEFINITIONS
5.0 POLICY
6.0 PROCEDURE
7.0 RESPONSIBILITIES
8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

3.0 REFERENCES

4.0 DEFINITIONS

4.1

5.0 POLICY

5.1

6.0 PROCEDURE

6.1

7.0 RESPONSIBILITIES

7.1

8.0 APPENDICES

APPROVED BY:

City Attorney	Division Director
City Administrator	Date

CITY OF SPOKANE
DEPARTMENT POLICY AND PROCEDURE TEMPLATE

CITY OF SPOKANE DEPARTMENT POLICY AND PROCEDURE	DEPT [DEPT #]-[YR]-[#]
TITLE EFFECTIVE DATE REVISION DATE (IF APPLICABLE)	

1.0 GENERAL

1.1 PURPOSE

1.2 TABLE OF CONTENTS

1.0 GENERAL
2.0 DEPARTMENTS/DIVISIONS AFFECTED
3.0 REFERENCES
4.0 DEFINITIONS
5.0 POLICY
6.0 PROCEDURE
7.0 RESPONSIBILITIES
8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

3.0 REFERENCES

4.0 DEFINITIONS

4.1

5.0 POLICY

5.1

6.0 PROCEDURE

6.1

7.0 RESPONSIBILITIES

7.1

8.0 APPENDICES

APPROVED BY:

City Attorney	Division or Department Director

CITY OF SPOKANE
EXECUTIVE ORDER TEMPLATE

CITY OF SPOKANE EXECUTIVE ORDER	EO [YR]-[#]
TITLE EFFECTIVE DATE REVISION DATE (IF APPLICABLE)	

WHEREAS,

WHEREAS,

WHEREAS,

[use as many as needed]

NOW, THEREFORE, I, _____, Mayor, do hereby order and direct:

_____ _____

Mayor Date

Attachment 2

Official Public Rules and Regulations

Please note that policies and procedures specific to the City of Spokane Fire Department, Public Library, and Police Department are maintained by those departments and not included on this site.

Show 10 entries Search:

No.	Title	Category	Department
1.	Business Registration Rules RULE 0860-24-01	Public Rule/Regulation	Finance
2.	Design Review Process RULE 0650-12-01	Public Rule/Regulation	Planning Services
3.	Existing Sidewalk Maintenance and Minor Repairs RULE 4700-25-01	Public Rule/Regulation	Development Services Center
4.	General Facilities Charges – Incentives, Waivers and Offsets RULE 5200-23-01	Public Rule/Regulation	Public Works & Utilities
5.	RPWRF & Industrial Pretreatment Program & Lab Analysis Fees RULE 4310-25-01	Public Rule/Regulation	Wastewater Management
6.	RPWRF Industrial Pretreatment Program - Administrative Fine Schedule RULE 4320-19-01	Public Rule/Regulation	Wastewater Management

City Clerk's Office

5th Floor City Hall
808 West Spokane Falls Blvd.
Spokane, WA 99201-3342

Phone: 509.625.6350
Fax: 509.625.6217

No.	Title	Category	Department
7.	Water and Hydroelectric Department - Update Fee Schedule 2025 RULE 4100-24-02	Public Rule/Regulation	Water & Hydro-Electric
8.	Water Hydrant Usage Policy and Fees RULE 4100-20-01	Public Rule/Regulation	Water and Hydro-Electric

Showing 1 to 8 of 8 entries

Previous 1 Next

The City of Choice

808 W. Spokane Falls Blvd.
Spokane, WA 99201

Dial 311 or 509.755.CITY (2489)

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 10/27/2025

Committee Agenda type: Consent

Council Meeting Date: 11/10/2025

Date Rec'd	8/19/2025
Clerk's File #	ORD C36786
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MANAGEMENT & BUDGET
Contact Name/Phone	JESSICA 625-6369
Contact E-Mail	JSTRATTON@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	ZZAPPONE BWILKERSON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	2026 CAPITAL IMPROVEMENT PROGRAM (CIP) ORDINANCE

Agenda Wording

An update on the CIP will be delivered to the City Council on October 27, 2025. A Plan commission workshop was held on September 24, 2025, and the Plan Commission hearing was held on October 22, 2025.

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 annually update and adopt a Citywide Six Year Capital Improvement Program. The Program must be updated annually as part of the budget process. The first year of the CIP is incorporated into the 2026 Mid-Biennium Modification 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	MCDANIEL, ADAM		
Division Director	STRATTON, JESSICA		
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	

ORDINANCE NO. C36786

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, ADOPTING A SIX-YEAR CITYWIDE CAPITAL IMPROVEMENT PROGRAM FOR THE YEARS 2026 THROUGH 2031. AND AMENDING THE CITYWIDE CAPITAL IMPROVEMENT PROGRAM (CIP) AS REFERENCED IN APPENDIX C OF THE CITY OF SPOKANE COMPREHENSIVE PLAN.

WHEREAS, in accordance with the Growth Management Act ("GMA"), the City of Spokane previously adopted a Comprehensive Plan that includes a Capital Facilities Plan ("CFP") that includes an inventory, analysis, and a six-year financing plan for needed capital facilities otherwise referred to as the Six-Year Capital Improvement Program; and

WHEREAS, the City formed a Capital Improvement Program Team which has assembled proposed amendments to the CIP, which amendments consist of an updated six-year plan (years 2026 through 2031) identifying the proposed locations and capacities of expanded or new capital facilities and a plan to finance such capital facilities within projected funding capacities (the "Six-Year Citywide Capital Improvement Program" or "CIP"); and

WHEREAS, the City previously adopted the Six-Year Street Program (RCW 35.77.010) on June 23, 2025 by Council Resolution 2025-0045, and that program is incorporated into the CIP; and

WHEREAS, GMA provides that proposed amendments to a comprehensive plan may be considered by the governing body of a city no more frequently than once per year, but further provides that amendments to the capital facilities element of a comprehensive plan may be considered outside of this annual process where the amendment is considered concurrently with the adoption or amendment of a city budget; and

WHEREAS, on October 2, 2025, the City's responsible official issued a Determination of Non-Significance for the CIP; and

WHEREAS, the Spokane City Plan Commission conducted a public workshop regarding the CIP on September 24, 2025; and

WHEREAS, after providing appropriate public notices, on October 22, 2025, the Spokane City Plan Commission, conducted a public hearing to take testimony on the CIP, and at the close of the hearing, and after considering public input, the SEPA determination, and required decision criteria, found that the CIP is consistent with the Comprehensive Plan and voted unanimously to recommend that the City Council approve the CIP; and

Now, Therefore,

The City of Spokane does ordain:

Section 1. Amendment. The City of Spokane Comprehensive Plan and its capital facilities element are hereby amended to reflect a six-year plan for capital improvement projects (2026-2031), as set forth in the attached Citywide Capital Improvement Program (2026-2031).

A. Any vehicle procurement must comply with Spokane Municipal Code 07.06.175A regarding the procurement of clean fuel vehicles.

Section 2. Authorization to Seek Funding. City staff are authorized to apply for state and federal grants and low-interest loans in support of the projects identified in the Citywide Capital Improvement Program (2026-2031).

Section 3. Effective Date. This ordinance shall take effect and be in force on _____.

PASSED BY THE CITY COUNCIL ON _____.

_____
Council President

Attest:

_____
City Clerk

Approved as to Form:

_____
Assistant City Attorney

_____
Mayor

_____
Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 11/03/2025

Committee Agenda type: Discussion

Council Meeting Date: 11/10/2025

Date Rec'd	10/29/2025
Clerk's File #	ORD C36801
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR		
Contact	JON SNYDER/ADAM 342-6913		
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	KKLITZKE PDILLON		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	LOCAL OPTION TRANSPORTATION TAX FOR COMMERCIAL PARKING FOR THE		

Agenda Wording

An ordinance adopting a local option transportation tax for commercial parking for the purpose of funding transportation system maintenance and safety improvements, and establishing incentives for efficient land use that meet the goals of the City's Comprehensive Plan; amending the title of SMC Chapter 08.07D, Section 08.07D.060, adopting a new Chapter 08.22 to Title 08 to the Spokane Municipal Code; and setting an effective date.

Summary (Background)

This ordinance adopts a local option transportation tax, pursuant to RCW 82.80.030, for commercial parking for the purpose of funding transportation system maintenance and safety improvements and establishes incentives for efficient land use that meet the goals of the City's Comprehensive Plan. Pursuant to RCW 82.80.070, the revenue collected from a local option transportation tax must be used for transportation purposes only.

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	Recurring
Funding Source	Taxes

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

This funding source is authorized pursuant to RCW 82.80.030.

Expense	N/A

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

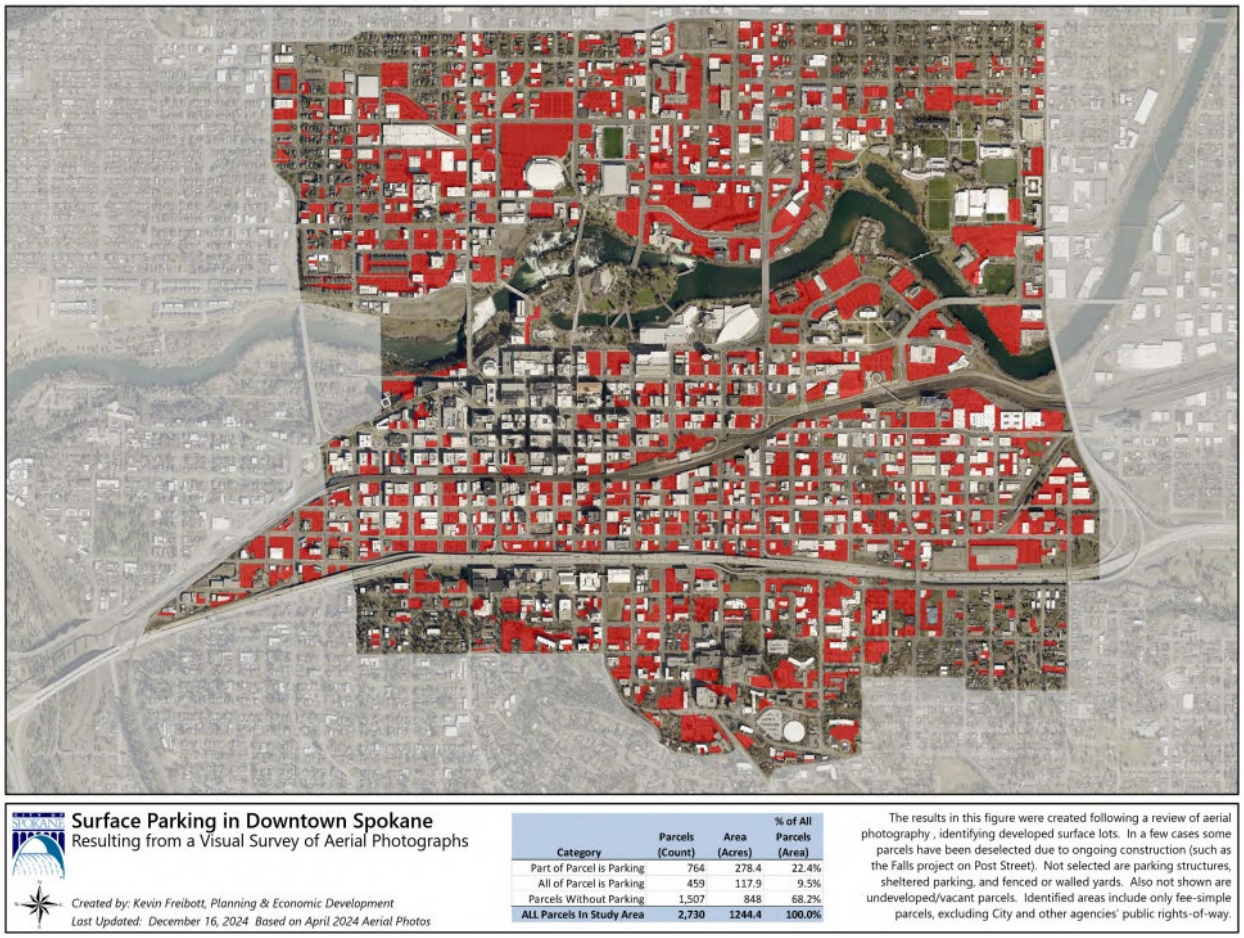
Approvals		**Additional Approvals**	
Dept Head	GBYRD		
Division Director	GBYRD		
Accounting Manager	GBYRD		
Legal	GBYRD		
For the Mayor	GBYRD		

Distribution List	

ORDINANCE NO. C36801

An ordinance adopting a local option transportation tax for commercial parking for the purpose of funding transportation system and safety improvements, and establishing incentives for efficient land use that meet the goals of the City's Comprehensive Plan; amending the title of SMC Chapter 08.07D, Section 08.07D.060, adopting a new Chapter 08.22 to Title 08 to the Spokane Municipal Code; and setting an effective date.

WHEREAS, an estimated thirty percent (30%) of land in downtown Spokane is devoted to parking facilities, and sufficient on-street and off-street parking availability exists for residents and visitors driving downtown; and



Surface Parking in Downtown Spokane
Resulting from a Visual Survey of Aerial Photographs

Created by: Kevin Freibott, Planning & Economic Development
Last Updated: December 16, 2024 Based on April 2024 Aerial Photos

Category	Parcels (Count)	Area (Acres)	% of All Parcels (Area)
Part of Parcel is Parking	764	278.4	22.4%
All of Parcel is Parking	459	117.9	9.5%
Parcels Without Parking	1,507	848	68.2%
ALL Parcels In Study Area	**2,730**	**1244.4**	**100.0%**

The results in this figure were created following a review of aerial photography , identifying developed surface lots. In a few cases some parcels have been deselected due to ongoing construction (such as the Falls project on Post Street). Not selected are parking structures, sheltered parking, and fenced or walled yards. Also not shown are undeveloped/vacant parcels. Identified areas include only fee-simple parcels, excluding City and other agencies' public rights-of-way.

WHEREAS, the City of Spokane Comprehensive Plan policy DP 2.13 supports minimizing the impacts of surface parking on the neighborhood fabric by encouraging the use of structured parking with active commercial storefronts containing retail, service, or office uses, and [improving] the pedestrian experience in less intensive areas through the use of street trees, screen walls, and landscaping; and

WHEREAS, the City of Spokane's Comprehensive Plan policy TR 18 calls for the City to develop and administer vehicle parking policies that appropriately manage the demand for parking based upon the urban context; and

WHEREAS, the City of Spokane's Comprehensive Plan policy SH 6.1 supports Crime Prevention Through Environmental Design through Friendly Streetscapes – encouraging on-street parking (as opposed to expansive parking lots)…"; and

WHEREAS, Spokane Municipal Code 17C.124.340, adopted by the City Council through Ordinance C34522 in 2009, requires parking structures to include street-level retail, office, or civic uses along at least fifty percent (50%) of the street frontage not devoted to vehicular access areas in all downtown zones; and

WHEREAS, Ordinance C34522 (SMC 17C.124.110) also requires new downtown stand-alone commercial parking as a primary use to be located entirely within a parking structure; and

WHEREAS, the 2019 Downtown Spokane Parking Study Plan found that surface lots not only limit development of new housing or commercial uses, but also significantly detract from the aesthetics, safety, and walkability of downtown; and

WHEREAS, the Downtown Spokane Parking Study Plan also found that even at the busiest time of day, parking occupancy peaks at 56%, leaving thousands of parking spaces underutilized; and

WHEREAS, the Downtown Spokane Parking Study Plan in F.2 – Expand and Diversify Funding Approaches and Financial Incentives calls for the City to create "innovative tax or tax abatement approaches to phase out or incentivize different uses for surface parking lots" to incentivize new development on surface parking lots to highest and best use and ensure long-term financial stability and diversity of the City's revenue stream; and

WHEREAS, according to the University District Parking Study, parking occupies one-fifth ($1/5^{th}$) of all land in the University District; and

WHEREAS, the University District Parking Study found "large surface parking lots impact the overall walkability and connectivity of each campus, as well as the [University] district as a whole. Future development and additions of parking supply should evaluate approaches that minimize surface parking and prioritize multimodal connectivity"; and

WHEREAS, the Spokane City Council passed Resolution 2021-0087, adopting the City of Spokane Sustainability Action Plan; and

WHEREAS, the City of Spokane Sustainability Action Plan Strategy 2. Encourage sustainable land use that promotes varied housing options and infill development, calls for the elimination of financial incentives for low-intensity development (i.e., surface parking) as a priority action; and

WHEREAS, the Spokane City Council adopted Ordinance C36080, adopting the Spokane Downtown Plan; and

WHEREAS, surface parking areas contribute disproportionately to warming in urban environments and the Spokane Downtown Plan calls for the City to reduce the impacts of surface parking lots, including their contributions to urban heat islands; and

WHEREAS, the Spokane Downtown Plan found "the predominance of surface parking lots detracts from the experience of walking Downtown. Redevelopment of these sites would strengthen the downtown fabric and bring new activities and jobs. Reducing surface parking and consolidating parking in garages would improve walkability in the city and at the same time improve parking options for businesses, employees, and visitors."

WHEREAS, a priority action recommended by the Spokane Downtown Plan is to actively pursue redevelopment of surface [parking] lots, including the redevelopment of the existing surface parking lots in the DTC-100 Zone along Spokane Falls Boulevard, which has been identified as an opportunity site since the adoption of the 2008 Spokane Downtown Plan; and

WHEREAS, the Spokane Downtown Plan calls for the City and Downtown Spokane Partnership to prioritize an effort to actively pursue commercial and residential mixed-use development on surface parking lots through policy strategies; and

WHEREAS, the Spokane Downtown Plan calls for the expansion of structured parking that minimizes the impact of parking on the pedestrian realm with ground-floor uses, design of vehicular access, adaptive strategies, and façade treatments that make for a more engaging, pedestrian-oriented structures while preserving the capacity to convert such a facility to a higher and better use for the Downtown in the future; and

WHEREAS, the Spokane City Council unanimously adopted Resolution 2023-0014 and Ordinance C36357, establishing a sales and use tax deferral program commonly known as 'Pavement to People, incentivizing the development of surface parking lots into affordable and market-rate housing; and

WHEREAS, the City of Spokane was the first and remains the only city in the state of Washington to establish a sales and use tax deferral program, incentivizing the redevelopment of underdeveloped property, including surface parking lots into housing; and

WHEREAS, the Spokane City Council unanimously adopted Ordinance C36646, eliminating height limits in downtown Spokane to encourage the development of housing; and

WHEREAS, transportation revenue received by the City through sources authorized by the state, such as the Real Estate Excise Tax and Motor Vehicle Fuel Tax,

distributed by the state, is subject to significant market fluctuations; and

WHEREAS, macroeconomic factors such as inflation have increased costs for labor, asphalt, fuel, deicer, electricity for traffic and street lighting, and owning and maintaining trucks and related equipment, which leads to a reduction in the City's buying power and impacts the City's ability to deliver transportation projects; and

WHEREAS, Washington state law (RCW 82.80.030) provides a local option transportation funding source through the imposition of a commercial parking tax in accordance with RCW 82.80.070 to be used solely for the purpose of making transportation improvements in accordance with chapter 36.73 RCW; and

WHEREAS, the City of Spokane Comprehensive Plan Economic Development Policy 7.4 – Tax Incentives for Land Improvement calls for the city to "Support a tax structure that encourages business investment and construction where infrastructure exists, especially in centers or other target areas for development."; and

WHEREAS, it is the intent of the City of Spokane to impose, pursuant to RCW 82.80.030, a uniform local option commercial parking tax to fund the City of Spokane's transportation system and establish incentives for efficient land use that meet the goals of the City's Comprehensive Plan.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That the title of chapter 08.07D of the Spokane Municipal Code is amended to read as follows:

Chapter 08.07D <u>Pavement to People</u> Sales and Use Tax Deferral Program ((~~for Underdeveloped Urban Land Redevelopment~~))

Section 2. That Section 08.07D.060 of Chapter 08.07D of the Spokane Municipal Code is amended to read as follows:

Section 08.07D.060 Application Fee

<u>A.</u> The City may establish an application fee<u>.</u> This fee shall not exceed an amount determined to be required to cover the cost to be incurred by the City in administering the program under this chapter, and shall be reviewed and approved by the City Council on an annual basis. The application fee must be paid at the time the application for program approval is filed.

B. The application fee shall not apply to underdeveloped property subject to the tax imposed in SMC Chapter 08.22.

Section 3. There is enacted a new chapter 08.22 to Title 08 of the Spokane Municipal Code to read as follows:

Chapter 08.22 Local Option Transportation Tax – Commercial Parking
- 08.22.010 Definitions
- 08.22.020 Imposition of Local Option Transportation Tax - Commercial Parking
- 08.22.030 Commercial Parking Tax Exemptions
- 08.22.040 Collection and Remittance of Commercial Parking Tax to the City
- 08.22.050 Local Option Transportation Revenue
- 08.22.060 Efficient Land Use Credit Program

Section 08.22.010 Definitions

Term	Definition
Commercial Parking	Commercial Parking means any transaction or arrangement whereby a vehicle is parked, and a fee is charged for parking or allowing the vehicle to be parked.
Commercial Parking Business	Commercial Parking Business shares the same definition as “Commercial Parking Business” in RCW 82.80.030.
Commercial Parking Lot	Commercial Parking Lot shares the same definition as “Commercial Parking Lot” in RCW 82.80.030.
Commercial Parking Tax	Commercial Parking Tax means the special local option transportation tax, pursuant to RCW 82.80.030(2), imposed by this chapter.
Counter-Complete	Counter-complete means that the Commercial Parking Lot has an accepted building permit for residential or commercial development with full payment of associated plan review fees.
Parking fee	Parking fee means the fee paid or due for the act or privilege of parking a vehicle in a commercial parking lot.

Section 08.22.020 Imposition of Local Option Transportation Tax - Commercial Parking

A. Pursuant to RCW 82.80.030(2), a local option transportation tax is imposed for the act of parking a motor vehicle in a facility operated by a commercial parking

business.

B. The amount of the commercial parking tax shall be equal to the parking fee multiplied by the commercial parking tax rate.

C. Effective January 1, 2026, the commercial parking tax rate is imposed at twelve percent (0.12). The local option transportation tax levied by this chapter shall be in addition to any license fee or tax imposed or levied under any law, statute, or ordinance, whether imposed or levied by the City, State, or other governmental entity or political subdivision.

D. It shall be conclusively presumed that the posted parking prices do not include the commercial parking tax unless all the following conditions are met:

    1. The fee is advertised as including the commercial parking tax, or that the commercial parking business is paying the commercial parking tax; and

    2. The words "tax included" are stated immediately following the advertised or posted prices in print size at least half as large as the advertised or posted prices print size; and

E. All advertised or posted parking prices and the words "tax included" are stated in the same medium, whether oral or visual, and if oral, in substantially the same inflection and volume. If these conditions are satisfied, then price lists, reader boards, and other price information media need not separately show the parking fee and the actual amount of commercial parking tax being collected.

Section 08.22.030 Commercial Parking Tax Exemptions

The following are exempt from the commercial parking tax:

A. All exemptions provided in RCW 82.80.030;

B. Employee parking, with commercial parking lot stalls provided or reserved for use by an employee who works within the city of Spokane, where the employee parks their vehicle in connection with their employment, without regard to whether arrangements or payment for the parking is made by the employee or by their employer; and

C. Student parking, with commercial parking lot stalls provided or reserved for use by a student attending a secondary or post-secondary school within the city of Spokane, where the student parks their vehicle in connection with their enrollment, without regard to whether arrangements or payment for the parking is made by the student or by their school;

D. Residential parking, with commercial parking lot stalls provided or reserved for use by a resident of the city of Spokane, where the resident parks their vehicle in connection with their residence, without regard to whether arrangements or payment for the parking is made by the resident, landlord, property manager, or property owner; and

E. On-street parking, where the parking stall is controlled, regulated, and inspected by the City of Spokane's Parking Services.

Section 08.22.040 Collection and Remittance of Commercial Parking Tax to the City

A. A commercial parking business or person acting on behalf of a commercial parking business shall collect the amount of the commercial parking tax at the time payment for the parking fee is made.

B. The commercial parking tax shall be stated separately from the parking fee on all instruments evidencing the parking fee.

C. The commercial parking tax imposed by this chapter is due and payable monthly. Every commercial parking business or person subject to the commercial parking tax shall file a verified return, in such form as prescribed by the Chief Financial Officer and remit the tax due by the last day of the month. The commercial parking tax shall be deemed held in trust by the person required to collect the same until remitted to the City. Any commercial parking business or person that fails to collect the commercial parking tax, or that collects the commercial parking tax but fails to remit the commercial parking tax to the City, shall be liable to the City for the amount of such tax.

D. The City shall be authorized to review and inspect financial records involving activities of commercial parking businesses which are taxable by this tax, at least quarterly each year.

E. If a commercial parking business subject to this tax fails to pay any tax required by this chapter within fifteen (15) days after the due date thereof, there may be added to such tax a penalty of ten % (10%) of the tax per month for each month overdue, which shall be added to the amount of the tax due.

Section 08.22.050 Local Option Transportation Revenue

Pursuant to RCW 82.80.070, the proceeds collected pursuant to the exercise of the local option authority of RCW 82.80.030 shall be used for transportation purposes only, including but not limited to street construction and maintenance, street paving, sidewalk construction and maintenance, and other transportation system improvements and for the administration of the local option transportation tax authorized by this chapter, including

those activities of the City in keeping and tracking records and credits, financial reports and other documents, reviewing filings and compiling reports by commercial parking businesses, and other activities involved in collection and enforcement of the tax.

Section 08.22.060 Efficient Land Use Credit Program

A. It is the intent of the City of Spokane to establish an Efficient Land Use Credit Program to meet the City's land use standards, Comprehensive Plan goals, and the recommendations of the Spokane Downtown Plan, Sustainability Action Plan, and Downtown Parking Study.

B. Any commercial parking lot meeting any of the following criteria, as determined by the City, may be eligible for an Efficient Land Use Credit equivalent to one-half (½) of the commercial parking tax rate imposed in SMC 08.22.020:

    1. Commercial Parking Lot with two or more floors of commercial parking;

    2. Commercial Parking Lot below ground-level; or

    3. Commercial Parking Lot with a counter-complete building permit for residential or commercial development as of the effective date of this ordinance.

C. A commercial parking business with a commercial parking lot eligible for a credit under this section shall submit a written request to the City of Spokane, using the form prescribed and supplied by the City.

D. If approved, the effective date for the credit shall be the month following the City's acceptance of an accurate, complete, and signed request. Any tax and any associated late penalties that may have accrued for the commercial parking business prior to the effective date of the credit shall be due before the issuance of the credit.

E. The commercial parking business is responsible for reporting any change that may affect the qualification of a credit provided by this section. If the commercial parking business fails to report any such change, the City shall pursue the tax required by this chapter, including any penalties provided by SMC 08.22.040(E).

Section 4. Effective Date. The effective date of this ordinance shall be January 1, 2026.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 6. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Memorandum

Office of the Mayor

DATE: November 3, 2025

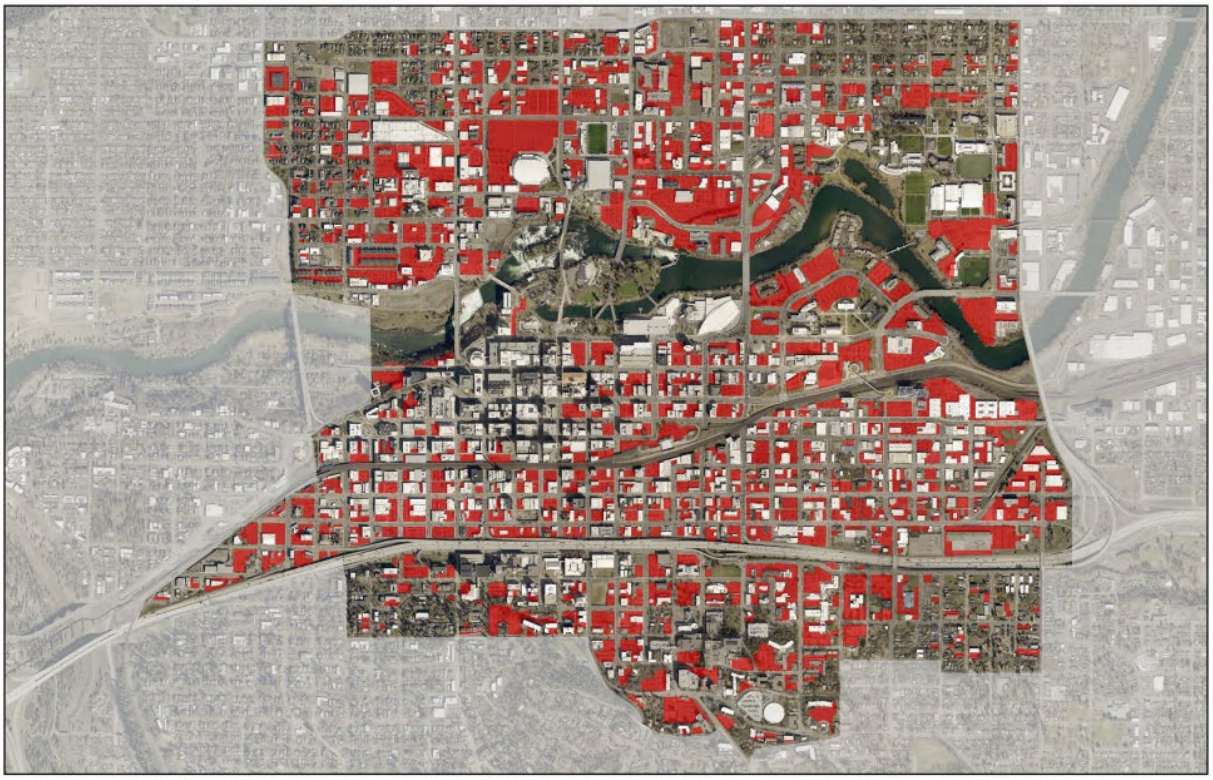
FROM: Adam McDaniel – Policy Advisor, Office of the Mayor & Nicole White – Climate Resilience Program Coordinator

TO: Councilmember Paul Dillon, Chair, Finance and Administration Committee

RE: Adopting a local option transportation tax for commercial parking for the purpose of funding transportation system and safety improvements, and establishing incentives for efficient land use that meet the goals of the City of Spokane's Comprehensive Plan.

I. **Background**:

An estimated thirty percent (30%) of land in downtown Spokane is devoted to parking facilities. The City commissioned a Downtown Parking Study, published in 2019, that demonstrated that there is sufficient on-street and off-street parking for residents and visitors driving downtown (an estimated 37,000 parking stalls – 85% of which are off-street parking).



Surface Parking in Downtown Spokane

Resulting from a Visual Survey of Aerial Photographs

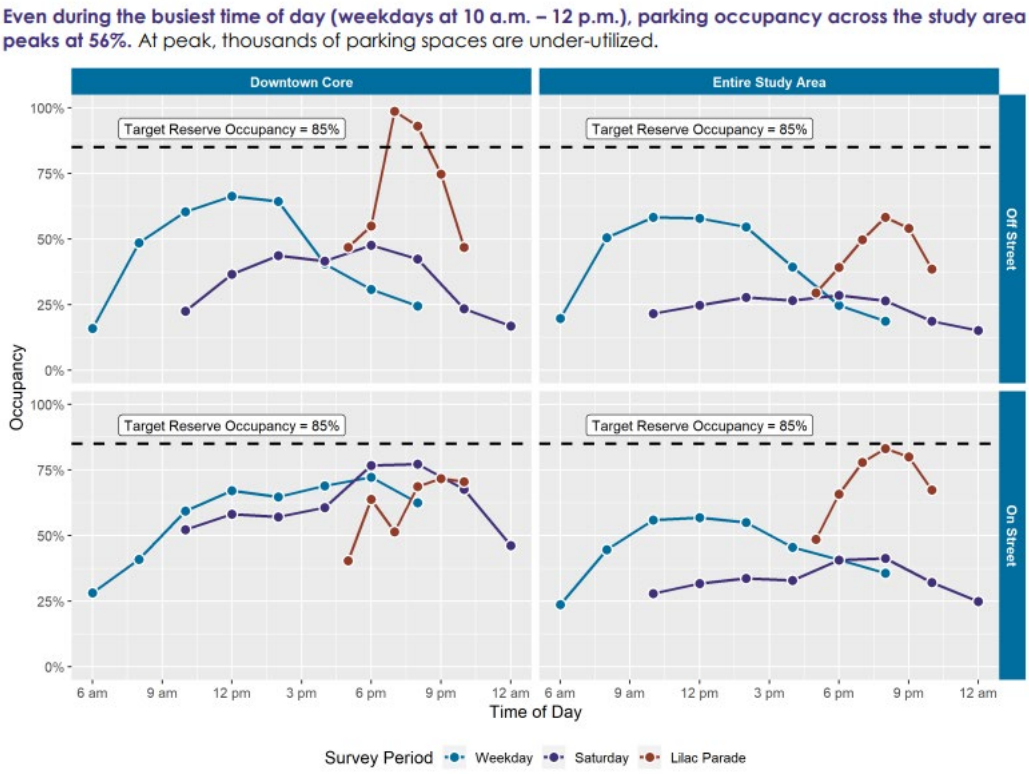
Created by: Kevin Freibott, Planning & Economic Development

Last Updated: December 16, 2024 Based on April 2024 Aerial Photos

Category	Parcels (Count)	Area (Acres)	% of All Parcels (Area)
Part of Parcel is Parking	764	278.4	22.4%
All of Parcel is Parking	459	117.9	9.5%
Parcels Without Parking	1,507	848	68.2%
ALL Parcels In Study Area	**2,730**	**1244.4**	**100.0%**

The results in this figure were created following a review of aerial photography , identifying developed surface lots. In a few cases some parcels have been deselected due to ongoing construction (such as the Falls project on Post Street). Not selected are parking structures, sheltered parking, and fenced or walled yards. Also not shown are undeveloped/vacant parcels. Identified areas include only fee-simple parcels, excluding City and other agencies' public rights-of-way.

The Downtown Parking Study found that even at the busiest time of day, parking occupancy peaks at 56%, leaving thousands of parking spaces unused, demonstrating excess capacity.



Downtown Parking Study 2019

Additionally, a parking study of the University District, published in 2018, found that 25% of the land in the University District is occupied by parking (an estimated 2,000 on-street stalls and 9,783 off-street stalls).

The City of Spokane's *Comprehensive Plan Economic Development Policy 7.4 – Tax Incentive for Land Improvement* calls for the City to "support a tax structure that encourages business investment and construction where infrastructure exists, especially in centers or other target areas for development." The Comprehensive Plan supports the imposition of taxes and fees that "reflect the priorities of the community as expressed in the Comprehensive Plan."

The City's *Comprehensive Plan Urban Design and Historic Preservation Policy 2.13 – Parking Facilities Design* calls for the City to "minimize the impacts of surface parking on the neighborhood fabric by encouraging the use of structured parking with active commercial storefronts containing retail, service, or office uses, and improve the pedestrian experience in less intensive areas through the use of street trees, screen walls, and landscaping."

The City's *Comprehensive Plan Transportation Policy 18 – Parking* calls for the City to "develop and administer vehicle parking policies that appropriately manage the demand for parking based upon the urban context desired." This policy recommends several key actions, including implementing the recommendations from area parking studies such as the Downtown Parking Study (2019) and the University District Parking Study (2018).

The City's Comprehensive Plan also recognizes the importance of encouraging friendly streetscapes as a component of public safety. *Comprehensive Plan Social Health Policy 6.1 – Crime Prevention Through Environmental Design Themes* encourages on-street parking as opposed to expansive parking lots to support public safety.

The City Council has adopted several land use policies to address commercial parking. These include:

- A requirement that parking structures include street-level retail, office, or civic uses along at least fifty percent (50%) of the street frontage not devoted to vehicular access areas in all downtown zones (SMC 17C.124.340); and

- A requirement that all new downtown stand-alone commercial parking, where parking is the primary use, be located entirely within a parking structure (SMC 17C.24.110).

II. **Policy Recommendation**

Provided by RCW 82.80.030(2), this ordinance adopts a local option transportation tax on commercial parking for the purpose of funding transportation system and safety improvements and establishes incentives for efficient land use that meet the goals of the City's Comprehensive Plan.

III. Proposed Ordinance Table of Contents

Section 1. Amends the Title of SMC Chapter 08.07D (Sales and Use Tax Deferral Program for Underdeveloped Urban Land Redevelopment)
Section 2. Amends SMC Section 08.07D.060 (Application Fee)

******

Section 3:
New SMC Section 08.21.010 (Definitions)
New SMC Section 08.21.020 (Imposition of Local Option Transportation Tax - Commercial Parking)
New SMC Section 08.21.030 (Commercial Parking Tax Exemptions)
New SMC Section 08.21.040 (Collection and Remittance of Commercial Parking Tax to the City)
New SMC Section 08.21.050 (Local Option Transportation Revenue)
New SMC Section 08.21.060 (Efficient Land Use Credit Program)

******

Section 4. Effective Date
Section 5. Severability
Section 6. Clerical Errors

Section 1. Amends the Title of SMC Chapter 08.07D (Sales and Use Tax Deferral Program for Underdeveloped Urban Land Redevelopment)

This section amends the title of the section to reflect the common name of the program: Pavement to People Sales and Use Tax Deferral Program

In 2022, the Washington Legislature passed Senate Bill 5755, creating an economic incentive to stimulate the redevelopment of underdeveloped property through the use of a sales and use tax deferral program. The incentive assists property owners in redeveloping public parking ("underdeveloped property"), revitalizing property through the construction of affordable housing. Under Chapter 82.92 RCW, in coordination with a local government, the Department of Revenue can issue a sales and use tax deferral certificate for the construction of affordable multifamily units. Utilizing the tax deferral certificate, a property owner does not have to pay sales or use taxes on the construction of residential improvements. The property owner would still pay sales and use tax on non-residential improvements, like the commercial portion of a mixed-use building. Spokane is the first and only city in Washington to adopt code enabling the use of the Underdeveloped Urban Land Sales and Use Tax Deferral. This incentive helps the City to realize the goals of the Comprehensive Plan more fully, while also encouraging the construction of more affordable housing and providing the benefit of more construction jobs. This program is known locally and throughout the state as the *Pavement to People* incentive program.

Section 2. Amends SMC Section 08.07D.060 (Application Fee)

This section effectively waives the Pavement to People application fees for any property/project subject to the commercial parking tax.

The state law authorizing the Pavement to People program provides that the City may establish an application fee for administering the incentive program. An applicant for the Pavement to People incentive program is required to pay a permit fee of $1,000 per qualifying parcel before the conditional contract is completed by City staff and submitted to the Department of Revenue. Additionally, a fee of $2,000 per qualifying building is required to be paid to the City before final approval of the tax deferral certificate.

The waiving of this program application fee aligns with previous strategies adopted by the City Council to spur housing development, including but not limited to:

- Elimination of Downtown Height Limits (Ordinance C36646)
- Elimination of Parking Minimums (Ordinance C36556)
- Affordable Housing Permit Fee Deferral (Ordinance C36733)

New SMC Section 08.21.010 (Definitions)

This section defines the following terms: Commercial Parking, Commercial Parking Business, Commercial Parking Lot, Counter Complete, and Parking Fee.

The definitions established in the ordinance come near-exclusively from the state law authorizing the local option transportation tax (RCW 82.80.030).

- Commercial Parking: any transaction or arrangement whereby a vehicle is parked, and a fee is charged for parking or allowing the vehicle to be parked.

- Commercial Parking Business: the ownership, lease, operation, or management of a commercial parking lot in which fees are charged.

- Commercial Parking Lot: a covered or uncovered area with stalls for the purpose of parking motor vehicles.

- Counter-Complete: the Commercial Parking Lot has an accepted building permit for residential or commercial development with full payment of associated plan review fees.

- Parking Fee: the fee paid or due for the act or privilege of parking a vehicle in a commercial parking lot.

New SMC Section 08.21.020 (Imposition of Local Option Transportation Tax - Commercial Parking)

This section establishes a local option commercial parking tax base rate of 0.12 (12%) effective on January 1, 2026. The local option commercial parking tax is equal to the parking fee (established by the commercial parking business) multiplied by the local option commercial parking tax rate.

The City's proposed local option commercial parking tax base rate of 0.12 (12%) is less than nearly every Washington city that has implemented a local option commercial parking tax.

City	Local Option Commercial Parking Tax Rate
SeaTac	$4.13/per transaction
Burien	$3.00
Milton	$1.00/per transaction
Tukwila	15%
Seattle	14.5%
Port Angeles	10%
Spokane	6%/with Efficient Land Use Credits | 12% without Efficient Land Use Credits
Vancouver	$0.15/per transaction (off-street) | $0.20/per transaction (on-street)

The addition of Efficient Land Use Credits that may reduce a commercial parking lot's rate by half (6%) results in the lowest local option commercial parking tax rate by percentage in the state.

The amount of the tax owed is determined by the parking fee established by the commercial parking business. For example, a commercial parking lot with a daily parking rate of $4.00 will collect a local option commercial parking tax of $0.48 ($4.00 x 0.12). If the commercial parking lot is eligible for an Efficient Land Use Credit, the total collected from the tax is reduced by half ($4.00 x 0.06 = $0.24).

New SMC Section 08.21.030 (Commercial Parking Tax Exemptions)

This section creates exemptions from the local option commercial parking tax for local employee parking, local student parking, parking associated with residential living spaces, and all exemptions provided by state law. On-street parking owned and operated by the City of Spokane is also exempt from the local option commercial parking tax.

RCW 82.80.030 provides the following exemptions from the local option commercial parking tax:

- Tax-exempt carpools;
- Vehicles with a disabled parking placard; and
- Government vehicles.

The City's proposal recognizes that parking in a commercial parking lot may be a component of an employee's wage, particularly for employees who work downtown. The City's proposal exempts employee parking where parking stalls are provided or reserved in connection with their employment. Likewise, the City's proposal exempts student parking where the parking stalls are provided or reserved for use by a student in connection with their school enrollment.

Additionally, the City's proposal recognizes that parking in a commercial parking lot may be in conjunction with a person's residence. The City's proposal exempts residential parking where parking stalls are provided or reserved in connection with their residence, regardless of whether the payment is made by the resident, landlord, property manager, or property owner.

Finally, the City's proposal exempts the City's on-street parking system that is regulated by the City's Code Enforcement and Parking Services Department.

New SMC Section 08.21.040 (Collection and Remittance of Commercial Parking Tax to the City)

This section establishes a monthly tax remittance schedule and standard penalties for missed or late remittance of the tax to the City.

The City's proposed ordinance establishes a monthly remittance schedule due by the last day of the month. If the commercial parking tax business does not pay the tax to the City within 15 days of the due date, a penalty of 10% may be added.

This section also authorizes the City to review and inspect the financial records to ensure the tax is being collected as required.

New SMC Section 08.21.050 (Local Option Transportation Revenue)

This section formally codifies the revenue use requirements for local option commercial parking taxes.

RCW 82.80.070 prescribes eligible uses of revenue collected pursuant to the exercise of a local option commercial parking tax. The revenue must be used for transportation purposes only. Specifically, the state law reads:

*"The proceeds collected pursuant to the exercise of the local option authority of RCW 82.80.010 and **82.80.030** (hereafter called "local option transportation revenues") shall be used for transportation purposes only, including but not limited to the following: The operation and preservation of roads, streets, and other transportation improvements; new construction, reconstruction, and expansion of city streets, county roads, and state highways and other transportation improvements; development and implementation of public transportation and high capacity transit improvements and programs; and planning, design, and acquisition of right-of-way and sites for such transportation purposes."*

The use of revenue collected under the local option commercial parking tax must be consistent with the City's adopted transportation and land use plans, including the City's Six-Year Comprehensive Street Program. The Six-Year Comprehensive Street Program communicates capital street projects planned over the upcoming six years. It is developed in alignment with the transportation goals and polices of the City's Comprehensive Plan. The City prepares and publishes an annual update to this program as required by state law, in accordance with the Growth Management Act. The annual update includes the addition of 'needs-driven' new projects and the removal of projects completed in the past year. The Six-Year Comprehensive Street program is used to define the scope, schedule, estimated cost, and funding source for transportation projects and programs. When appropriate, transportation projects are integrated with City utility capital projects to maximize efficiencies and minimize costs.

Transportation revenue received by the City through sources such as the Real Estate Excise Tax and Motor Vehicle Fuel Tax, distributed by the State, is subject to significant market fluctuations. Although the City has been incredibly competitive in obtaining grants for transportation capital construction, macroeconomic factors such as inflation have increased costs for labor, asphalt, fuel, deicer, electricity for traffic and street lighting, and owning and

maintaining trucks and related equipment, which leads to a reduction in the City's buying power and impacts the ability to deliver transportation projects

New SMC Section 08.21.060 (Efficient Land Use Credit Program)

This section establishes an efficient land use credit program to incentivize land use activities that meet the City's Comprehensive Plan. Under this proposal, a commercial parking lot may be eligible for a credit to have a commercial parking tax rate at half of the established rate in SMC 08.21.020 if the commercial parking lot has multiple floors of parking, has below-ground parking, or has a counter-complete building permit for residential or commercial development.

The Downtown Spokane Parking Study Plan found that surface lots not only limit the development of new housing or commercial uses but also significantly detract from the aesthetics, safety, and walkability of downtown. In policy recommendation F.2 – Expand and Diversify Funding Approaches and Financial Incentives, the plan calls for the City to create "innovative tax or tax abatement approaches to phase out or incentivize different uses for surface parking lots" to incentivize new development on surface parking lots to the highest and best use and ensure long-term financial stability and diversity of the City's revenue stream.

The University District Parking Study found "large surface parking lots impact the overall walkability and connectivity of each campus, as well as the [University] district as a whole. Future development and additions of parking supply should evaluate approaches that minimize surface parking and prioritize multimodal connectivity".

The City's Sustainability Action Plan Strategy 2 – Encourage sustainable land use that promotes varied housing options and infill development, calls for the City to "eliminate financial incentive for low-intensity development (i.e., surface parking).

This program encourages land use activities that achieve the City's Comprehensive Plan goals as well as the recommendations outlined in the City's Sustainability Action Plan, University District Parking Study, and the Downtown Spokane Parking Study Plan.

Section 4. Effective Date

This ordinance will go into effect on January 1, 2026.

Section 5. Severability

Standard severability language

Section 6. Clerical Errors

Standard clerical errors language

References

- City of Spokane Comprehensive Plan
- Downtown Spokane Parking Study Plan
- University District Parking Study - Phase I Final Report
- Sustainability Action Plan
- SMC 08.07D – Sales and Use Tax Deferral Program for Affordable Housing
- SMC 17C.124 – Downtown Zones
- SMC 17C.425 – Interim Height Limits
- RCW 82.80 – Local Option Transportation Taxes
- RCW 82.92 – Tax Deferrals for Underdeveloped Urban Land Redevelopment

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	