

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 February 2, 2026, 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 February 2, 2026:

3:30 p.m. Agenda Review Session: 1-408-418-9388; access code: 249 217 29618; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 249 699 17004; password: 0320

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Friday, January 30, 2026, and ending at 6:00 p.m. on Monday, February 2, 2026, 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 February 2, 2026. You must sign up by 6:00 p.m. to be called on to testify. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

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

THE CITY OF SPOKANE



UPDATED DRAFT COUNCIL AGENDA

MEETING OF MONDAY, FEBRUARY 2, 2026

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 MICHAEL CATHCART

COUNCIL MEMBER PAUL DILLON

COUNCIL MEMBER SARAH DIXIT

COUNCIL MEMBER KITTY KLITZKE

COUNCIL MEMBER KATE TELIS

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. Purchase from Bud Clary Toyota of Yakima of two 2026 Toyota BZ Battery Electric Vehicles or similar as available for Development Services—\$82,000. (Council Sponsor: Council Member Klitzke)
Rick Giddings | Approve | OPR 2026-0021 |
| 2. Purchase from Bud Clary Ford of two 2026 F350 4X4 diesel chassis upfitted with service bodies using Water Department budget for use by the Parks Department for right-of-way maintenance—\$231,072. (Council Sponsor: Council Member Klitzke)
Rick Giddings | Approve | OPR 2026-0022 |
| 3. Purchase from Dobbs Peterbilt of eight refuse trucks for the Solid Waste Collections Department as part of 2026 planned replacements—\$3,994,888. (Council Sponsor: Council Member Klitzke)
Rick Giddings | Approve | OPR 2026-0023 |
| 4. Contract with PMWeb, Inc. (Sunny Isles Beach, FL) for Capital Project Management Software from February 1, 2026, through January 31, 2027—\$99,000 (plus tax). (Council Sponsors: Council Members Klitzke and Dillon)
Peggy Lund | Approve | OPR 2026-0024
RFP 4196-16 |

- | | | |
|--|-----------------------|---|
| <p>5. Contract Amendment/Extension with Granicus (Saint Paul, MN) for public records request platform, adding another module to the platform and extending contract for five years from December 1, 2025, through November 30, 2030—\$348,555.96 (plus tax). (Council Sponsors: Council Members Klitzke and Dillon)
Peggy Lund</p> | <p>Approve</p> | <p>OPR 2022-0920</p> |
| <p>6. Public Works Agreement with Cameron Reilly, LLC (Spokane Valley, WA) for CSO 34-1 sport court improvements from October 22, 2025, through October 22, 2026—\$359,658 (plus tax). (Council Sponsor: Council Member Dillon)
Nick Hamad</p> | <p>Approve</p> | <p>OPR 2026-0025</p> |
| <p>7. Contract Amendment/Extension with Evergreen State Towing (Spokane) for impound and abandoned RV disposal services from January 1, 2025, through December 31, 2026—additional \$175,000 (plus tax). (Council Sponsors: Council President Wilkerson and Council Member Zappone)
Dave Singley</p> | <p>Approve</p> | <p>OPR 2021-0130</p> |
| <p>8. Contract Renewal 1 of 1 with BrandSafway Services, LLC (Pasco, WA) for insulation services at the Waste to Energy Facility from February 1, 2026, through January 31, 2027—not to exceed \$200,000 (plus tax). (Council Sponsor: Council Member Klitzke)
Trace Bradburn</p> | <p>Approve</p> | <p>OPR 2025-0003
ITB 6083-24</p> |
| <p>9. Contract Renewal 3 of 3 with McKinstry Co., LLC (Spokane) for HVAC services at the Waste to Energy Facility from March 1, 2026, through February 28, 2027—not to exceed \$100,000 (plus tax). (Council Sponsor: Council Member Klitzke)
Trace Bradburn</p> | <p>Approve</p> | <p>OPR 2023-0026
IPWQ 5678-22</p> |
| <p>10. Contract Renewal 2 of 2 with Jacobs Engineering Group, Inc. (Spokane) for landfill groundwater monitoring, data analysis and report writing services at the Waste to Energy Facility from March 10, 2026, through March 9, 2027—not to exceed \$49,000 (plus tax). (Council Sponsor: Council Member Klitzke)
Trace Bradburn</p> | <p>Approve</p> | <p>OPR 2022-0169
IRFQU 5563-22</p> |
| <p>11. Contract Amendment No. 2 with NB Engineering dba Evergreen StormH2O for Non-Vegetated Bioretention TAPE Study Project—additional \$38,907 (100% reimbursable from WQC-2023-Spokane-00120 grant). (Council Sponsors: Council Members Zappone and Klitzke)
Trey George</p> | <p>Approve</p> | <p>OPR 2023-1125</p> |

- 12. Contract Amendment with Parametrix, Inc. (Spokane) for construction management on-call services for 2026 non-federal aid projects—additional amount not to exceed \$1,000,000. Total contract amount not to exceed \$1,800,000. (Various Neighborhoods). (Council Sponsor: Council President Kinnear)
Dan Buller Approve OPR 2023-1197
ENG 2023117
- 13. Report of the Mayor of pending: Approve & Authorize
 - 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 \$_____ Payments CPR 2026-0002
 - b. Payroll claims of previously approved obligations through _____, 2025: \$_____ CPR 2026-0003
- 14. Minutes: Approve All
 - a. City Council Meeting Minutes: _____, 2025. CPR 2026-0013
 - b. City Council Standing Committee Meeting Minutes: _____, 2025.

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Council Sponsor requests motion to suspend Council Rules and add the following item (ORD C36837):

ORD C36837 Amending Ordinance No. C36794, entitled in part, “An ordinance adopting a Mid-biennial Modification Budget for the City of Spokane”, and amending it to carry over unexpended appropriations at year-end to ensure payment of existing obligations, and declaring an emergency. (Council Sponsors: Council President Wilkerson and Council Member Dillon)
Jacob Miller

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2026-0004 Declaring Ready Rebound (Milwaukee, WI) a sole source provider and authorizing the City to enter into a contract for the purposes of Personalized Health and Performance program for public safety staff, for a three year period for approximately \$517,146.57 (plus applicable tax), without public bidding. (Council Sponsors: Council Members Dillon and Zappone)
Matt Boston

RES 2026-0005 Setting forth the City Council’s approval and endorsement of funding for a Community Development Block Grant – Coronavirus (CDBG-CV) contract with Greater Spokane County Meals on Wheels and authorizing the execution of related contracts without further City Council review and action—\$210,000. (Council Sponsors: Council President Wilkerson and Council Member Dixit)
Heather Page

ORD C36808 Of the City of Spokane relating to residential evictions entitled, “Pathways to Eviction Diversion for Spokane”, and creating new sections 10.57.200, 10.57.210, 10.57.220, and 10.57.230 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon and Klitzke)
Council Member Dillon

(Deferred from January 12, 2026, Agenda, during January 12, 2026, 3:30 p.m. Agenda Review Session.)

Council Sponsor requests motion to consider the following amendment. (NOTE: Absent suspension of Council Rules, adoption of the amendment will result in automatic deferral to February 9, 2026, Agenda.):

[Dillon/Telis/Dixit Proposed Amendment:](#)

- Request motion to amend Final Reading Ordinance C36808 with an updated revised version filed January 16, 2026, and included in agenda packet under Final Reading Ordinance C36808.

~~**ORD C36782** Relating to designated festival streets; amending Section 12.08.060 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Klitzke)
Jackson Deese~~

(First Reading deferred to February 23, 2026, Agenda, from January 26, 2026, Agenda, during January 12, 2026, 3:30 p.m. Agenda Review Session, thereby deferring Final Reading to March 2, 2026, Agenda.)

ORD C36823 Relating to arterial streets; updating Section 12.08.040 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)

Inga Note

ORD C36824 Relating to fees and charges amending Chapter 08.02 of the Spokane Municipal Code. Specifically amending the Development Fee Schedule and setting an effective date, and other matters properly related thereto. (Council Sponsors: Council Members Zappone and Klitzke)

Tami Palmquist

(Pending possible amendment to be considered on January 26, 2026)

ORD C36820 Prohibiting the sale and distribution of kratom products in the City of Spokane; adopting a new Chapter 10.83 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon and Zappone)

Adam McDaniel

(First Reading deferred from January 12, 2026, Agenda, to January 26, 2026, Agenda, during January 12, 2026, 3:30 p.m. Agenda Review Session, thereby deferring Final Reading to this Agenda) (Pending possible amendment to be considered on January 26, 2026)

FIRST READING ORDINANCES

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

Chris Wright

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

Council Sponsor requests motion to suspend Council Rules and consider the following amendment. (NOTE: Absent suspension of Council Rules, adoption of the amendment will result in automatic deferral to February 9, 2026, Agenda.):

Wilkerson/Klitzke Proposed Amendment:

- Request motion to amend First Reading Ordinance C36738 with an updated revised version filed January 22, 2026, and included in agenda packet under First Reading Ordinance C36738.

- ORD C36842 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 President Wilkerson and Council Member Klitzke)
Nate Sulya
- ORD C36828 Modifying the terms of good neighbor agreements and amending Section 12.05.005 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon and Telis)
Council Member Dillon
- ORD C36829 Updating position and departmental titles and code provisions to conform to Ordinances C36752 and C36795; amending Sections 15.06.030, 15.06.050, 15.06.060, 15.06.070, 17C.420.020, and 17E.06.160 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon and Klitzke)
Adam McDaniel
- ORD C36830 Implementing the HOME Starts Here Initiative to reduce housing and childcare costs by streamlining design review requirements; amending Sections 04.12.040, 04.12.080, 17C.255.500, and 17G.070.100; repealing Chapters 04.13, 17G.030, and 17G.040; and adopting a new Section 04.12.085 and Chapter 17G.041 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon and Dixit)
Adam McDaniel
- ORD C36835 Updating divisional and departmental titles as a result of the adoption of Ordinance C36795; amending Sections 04.40.080, 08.02.083, 10.63.020, 10.63.090, 10.63.100, 10.70.070, 10.70.080, 12.01.010, 16A.04.100, 16A.05.060, 16A.06.010, 16A.06.020, 16A.06.060, 16A.06.070, 16A.06.080, 16A.06.090, 16A.07.010, 16A.07.060, 16A.07.070, and 16A.61.5703; and repealing Sections 16A.60.010, 16A.62.010, 16A.65.010, and 16A.84.010 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon and Klitzke)
Adam McDaniel
- ORD C36831 Relating to pretreatment, to chapter 13.03A of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Wilkerson and Council Members Klitzke and Telis)
Raylene Gennett
- ORD C36836 Approving the lease of a portion of High Bridge Park to the American Indian Community Center for 50 years. (Council Sponsors: Council Members Klitzke and Dixit)
Nick Hamad

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

OPEN FORUM

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

ADJOURNMENT

The February 2, 2026, Regular Legislative Session of the City Council is adjourned to February 9, 2026.

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:** 01/12/2026**Committee Agenda type:** Consent**Date Rec'd**

1/7/2026

Clerk's File #

OPR 2026-0021

Cross Ref #**Project #****Council Meeting Date:** 02/02/2026**Submitting Dept**

FLEET SERVICES

Bid #**Contact Name/Phone**

RICK GIDDINGS 5096257706

Requisition #

RE 20880

Contact E-Mail

RGIDDINGS@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**

5100 - PURCHASE OF 2 ELECTRIC VEHICLES FOR DEVELOPMENT SERVICES

Agenda Wording

Fleet would like to purchase 2 2026 Toyota BZ Battery Electric Vehicles or similar as available for Development Services.

Summary (Background)

Development Services has requested 2 new EV vehicles to replace older units that have exceeded their economic lifecycle. Currently, the Toyota BZ is the least expensive option available, however availability issues may create the need to substitute a similar electric vehicle. Vehicles will be purchased using the Washington State DES contract. Total cost for both units including sales tax is not to exceed \$82,000. Overall lifecycle cost is significantly below comparable ICE vehicle.

What impacts would the proposal have on historically excluded communities?

None identified

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

Data will not be collected.

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

Fleet Services collects lifecycle cost data for future analysis.

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

Aligns with city CIP and Centralized Fleet Management Policy.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	\$ 82,000
Current Year Cost	\$ 82,000
Subsequent Year(s) Cost	\$ 0
<u>Narrative</u>	
Vehicles will be purchased using the Washington State DES contract following all City Purchasing requirements. Lifecycle costs including capital cost, fuel, and maintenance will be significantly lower than comparable ICE units.	
Amount	
Budget Account	
Expense	\$ 82,000
Select	\$
# 4700-41200-94240-56404-99999	
#	
#	
#	
#	
#	
Funding Source	
One-Time	
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	RUSSELL, ADAM T.
Division Director	GBYRD
Accounting Manager	ZOLLINGER, NICHOLAS
Legal	HARRINGTON,
For the Mayor	GBYRD
Distribution List	
rgiddings@spokanecity.org	Tprince@spokanecity.org
atrussell@spokanecity.org	fleetservicesaccounting@spokanecity.org
klouden@spokanecity.org	

From: NOREPLY@des.wa.gov
Sent: Wed, 7 Jan 2026 06:56:32 -0800
To: Giddings, Richard
Cc: descarsystem@des.wa.gov
Subject: Vehicle Quote - 2026-1-97 - SPOKANE, CITY OF - 23210

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2026-1-97
 [Create Purchase Request](#)
 [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 28423	Dealer: Bud Clary Toyota of Yakima (W6870) 2230 Longfibre Road Union Gap Wa 98903	Dealer Contact: Kathleen Brennan Dealer Phone: (360) 423-4321 Dealer Email: toyota.orders@budclary.com
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Organization Information

Organization: SPOKANE, CITY OF - 23210 Email: rgiddings@spokanecity.org Quote Notes: DSC Toyota BZ Vehicle Location: SPOKANE CITY
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Color Options & Qty

EXTRA COST - Wind Chill Pearl - 2
Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2026-03091-0001	2026 Toyota BZ (BEV)	2	\$30,014.00	\$60,028.00
2026-03091-0002	INFORMATION ONLY: Vehicle Sales Tax is 8.6%	2	\$0.00	\$0.00
2026-03091-0003	INFORMATION ONLY: Bud Clary Toyota of Yakima (Clary Union Gap, LLC) - DES Vendor #W6870	2	\$0.00	\$0.00
2026-03091-0004	INFORMATION ONLY: NEW FOR CONTRACT #28423: Delivery location must be selected, see option #0200. Standard Equipment includes TWO keys. For additional keys, see option #0210.	2	\$0.00	\$0.00
2026-03091-0005	INFORMATION ONLY: Toyota is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to	2	\$0.00	\$0.00

uncontrollable increasing costs of raw materials, Toyota might not be able to provide price protection for vehicles that will need to be re-ordered as a 2026 model year. If Toyota is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 26MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.

2026-03091-0006	INFORMATION ONLY: Bud Clary Toyota of Yakima CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. 2% cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. 10% cancellation fee if vehicle has been serialized and has specialized equipment ordered. Absolutely NO cancellation if customer has licensed/registered vehicle.	2	\$0.00	\$0.00
2026-03091-0010	2026 Toyota BZ, XLE Trim Level, Front-Wheel Drive (FWD), Battery Electric Vehicle (BEV), 5-passenger SUV. Lithium ion battery; 57.7 kWh, 288.6V; Single electric motor, Estimated Range: 236 miles. (2873) THIS IS THE BASE VEHICLE -- Please review Vehicle Standard Specs for complete description.	2	\$0.00	\$0.00
2026-03091-0012	XLE TRIM - All-Wheel Drive (AWD) [Includes Dual electric motors; 74.7kWh battery capacity, 391V; 388 (front 224/rear 118) hp, 198/125 (front/rear) lb-ft torque; X-MODE drive mode with Snow/Dirt, Deep Snow/Mud and Grip Control Modes; Downhill Assist Control (DAC); (1) 12V120W auxiliary power outlet in bottom storage tray; Dual-zone automatic climate control with rear seat vents; Estimated Range: 288 miles] (2872)	2	\$4,300.00	\$8,600.00
2026-03091-0027	All weather floor liners and cargo tray (2T)	2	\$333.00	\$666.00
2026-03091-0030	First Aid Kit (Includes sting pads, bandages, stretch bandage, steel scissors, all in a flame retardant zipper case) (3Z)	2	\$30.00	\$60.00
2026-03091-0050	EXTRA COST PAINT: Wind Chill Pearl	2	\$466.00	\$932.00
2026-03091-0202	Delivery to customer in Eastern Washington (DLR)	2	\$200.00	\$400.00
2026-03091-0210	INFORMATION ONLY: Standard equipment includes TWO keys.	2	\$0.00	\$0.00

Catalytic Converter Marking

Our organization declines catalytic converter marking

Quote Totals

Total Vehicles:	2
Sub Total:	\$70,686.00
10.6 % Sales Tax:	\$7,492.72
Quote Total:	\$78,178.72

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 01/12/2026**Committee Agenda type:** Consent**Date Rec'd**

1/7/2026

Clerk's File #

OPR 2026-0022

Cross Ref #**Project #****Council Meeting Date:** 02/02/2026**Submitting Dept**

FLEET SERVICES

Bid #**Contact Name/Phone**

RICK GIDDINGS 509-625-7706

Requisition #

2026 FUNDS

Contact E-Mail

RGIDDINGS@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**

PURCHASE OF 2 IRRIGATION TRUCKS FOR THE WATER DEPARTMENT

Agenda Wording

Fleet Services would like to purchase 2 F350 4X4 diesel chassis upfitted with service bodies using Water Department Budget for use by the Parks Department for Right of Way Maintenance.

Summary (Background)

Parks has taken the responsibility of maintaining right of way from Water, however Water is supplying vehicles and equipment. These 2 units will be used for irrigation maintenance. Both will have service bodies installed and 1 will be equipped with a 180 CFM compressor. Chassis will be purchased through the Washington DES contract, and the service bodies will be purchased from and installed by Titan Truck Equipment. Total cost for both units including sales tax and upfitting will be \$231,072.

What impacts would the proposal have on historically excluded communities?

None identified.

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

Data will not be collected.

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

Lifecycle cost data is collected by Fleet for future analysis.

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

Aligns with CIP and Centralized Fleet Management Policy.

Council Subcommittee Review

No Subcommittee for this topic.

Fiscal Impact			
Approved in Current Year Budget?			
Total Cost	\$ 231,072		
Current Year Cost	\$ 231,072		
Subsequent Year(s) Cost	\$ 0		
Narrative			
Vehicles will be purchased using a combination of approved cooperative contracts and city competed contracts following all City Purchasing requirements.			
Amount			
Budget Account			
Expense \$ 231,072	# 4100 42490 94340 56404 11004		
Select \$	#		
Funding Source One-Time			
Funding Source Type Reserves			
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	RUSSELL, ADAM T.	PURCHASING	PRINCE, THEA
Division Director	GBYRD		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	GBYRD		
Distribution List			
rgiddings@spokanecity.org		Tprince@spokanecity.org	
atrussell@spokanecity.org			

From: NOREPLY@des.wa.gov
To: [Giddings, Richard](#)
Cc: descarssystem@des.wa.gov
Subject: Vehicle Quote - 2025-12-512 - SPOKANE, CITY OF - 23210
Date: Tuesday, December 30, 2025 8:08:24 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2025-12-512 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 28423	Dealer: Bud Clary Ford (W403)	Dealer Contact: Kathleen Brennan	Dealer Phone: (360) 423-4321 Ext: 10943
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Organization Information

Organization: SPOKANE, CITY OF - 23210
Email: rgiddings@spokanecity.org
Quote Notes: Water/Parks Irrigation #2
Vehicle Location: SPOKANE CITY

Color Options & Qty

Oxford White (Z1) - 1
Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2026-09002-0001	2026 Ford F-350 4WD Cab and Chassis DRW	1	\$52,894.00	\$52,894.00
2026-09002-0002	INFORMATION ONLY: Vehicle sales tax is 8.4%.	1	\$0.00	\$0.00
2026-09002-0003	INFORMATION ONLY: Bud Clary Ford Hyundai (Clary Longview, LLC) - DES Vendor #W403, State Vendor Payee #SWV0271256	1	\$0.00	\$0.00
2026-09002-0004	INFORMATION ONLY: NEW FOR CONTRACT #28423: Delivery location must be selected, see option #0202. Standard equipment includes TWO keys. For additional keys, see option #0210.	1	\$0.00	\$0.00
2026-09002-0005	INFORMATION ONLY: Ford Motor Company is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2027 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 27MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	1	\$0.00	\$0.00

2026-09002-0006	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. 2% cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. 10% cancellation fee if vehicle has been serialized and has specialized equipment ordered. Custom bodies cannot be cancelled. 2WD and 4x2 vehicles cannot be cancelled. Absolutely NO cancellation if customer has licensed/registered vehicle.	1	\$0.00	\$0.00
2026-09002-0007	INFORMATION ONLY: Chassis Upfits (service bodies, flatbeds, dump bodies, cranes, snow plows, liftgates, lighting, etc.) are available and will be installed prior to vehicle delivery. To view, at bottom of page, check the box to the right of DISPLAY UPFIT OPTIONS.	1	\$0.00	\$0.00
2026-09002-0010	2026 Ford F350 4WD Cab and Chassis, Regular Cab, Dual Rear Wheels (DRW), 14,000# GVWR, 145 Wheelbase (WB), 60in Cab-to-Axle (CA), 7.3L 2V DECVT NA PFI V8 Gas, TorqShift 10-Speed 10R140 w/ Neutral Idle Automatic with Selectable Drive Modes, LT245/75Rx17E BSW All-Season PLU Tires #TD8, 3.73 Rear Axle Ratio (Non-Limited Slip) (F3H/640A/99N/44G/145WB/TTAS) -- THIS IS THE BASE VEHICLE, please refer to Vehicle Standard Specifications for complete description.	1	\$0.00	\$0.00
2026-09002-0011	Alternative Wheelbase: Regular Cab, Dual Rear Wheels, 169WB, 84CA (F3H/169WB) (CREDIT)	1	(\$120.00)	(\$120.00)
2026-09002-0025	Alternative Engine, 6.7L 4-Valve OHV PowerStroke V8 Turbo Diesel B20 with manual push-button Engine-Exhaust Braking/TorqShift 10-Speed automatic w/ Selectable Drive Modes and Transmission Power Take-Off Provision (PTO) (Includes Operator Commanded Regeneration, 3.73 RAR, Dual 68Hh/65 AGM Batteries #86M, 250-Amp Alternator) (99T/44G)	1	\$10,776.00	\$10,776.00
2026-09002-0036	Snow Plow Prep Package (to be ordered w/ 6.7L Diesel Engine) [Both XL and XLT Trim Levels include 350-Amp Alternator #67A] (Ford recommends ordering the 410-Amp Dual Alternators #67B for max power output) (Not compatible with Fire/Rescue Prep Pkg or Ambulance Prep Pkg) (Not compatible w/ other front suspension packages #67H, 67X or 67P) (473)	1	\$245.00	\$245.00
2026-09002-0052	XL - Vehicle Integration System 2.0 (Downloadable from Ford Fleet website; Factory-installed and laptop programmable; Allows for certain upfits to be accessed and controlled w/ digital buttons on the center-stack touchscreen; Upfitters can connect/program the upfitter switches to operate aftermarket-installed equipment; External relays are required to operate any equipment; Programming can be saved and replicated across a fleet of Super Duty vehicles) (Standard on XLT) (18A)	1	\$392.00	\$392.00
2026-09002-0057	Rearview Camera and Prep Kit (includes loose camera and wiring bundle) (Info: Upfitters offer rearview camera installation option with body orders) (872)	1	\$505.00	\$505.00
2026-09002-0075	Platform Running Boards (Regular Cab) (18B)	1	\$314.00	\$314.00
2026-09002-0078	Exterior backup alarm (76C)	1	\$226.00	\$226.00
2026-09002-0208	Delivery to customer location in Eastern Washington. (DLR)	1	\$450.00	\$450.00
2026-09002-0230	Flare Kit, 3-piece triangle with storage box, for roadside emergency use (DLR)	1	\$76.00	\$76.00
2026-09002-0231	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	1	\$52.00	\$52.00

Catalytic Converter Marking

Our organization declines catalytic converter marking

Quote Totals

Total Vehicles:	1
Sub Total:	\$65,810.00
8.4 % Sales Tax:	\$5,528.04
Quote Total:	\$71,338.04

Titan Truck Equipment Co., Inc.

605 N. Fancher Rd.
Spokane Valley, WA 99212
(509) 534-5010
Toll Free: 1-800-445-4807
Equipment Fax: (509) 755-5040



Quote # TM-251211-3

Quote valid for 30 days

Quote Date: 11/13/2025

Quote Provided by:

TREY MELENDEZ

Sales

Phone: 1-509-444-1835 Ext.1124

Email: TREYMEL@TITANTRUCK.COM

Customer Information

Vehicle Information

Special Instructions

City of Spokane Parks Dept
N. 1410 Normandie Spokane, WA 99201
Contact Name: Rick Giddings
End User: Parks Dept

2024 Ford F350
DRW, 84, GVW
VIN #
Condition:

Duplicate Build of Inv 1365922 Built on 02/26/2024

Qty	Item Description	Part Number	Part Charge	Exended Charge	HRS	Labor Charge	*Estimated* Freight Charges	Itemized Total
1	Prices subject to change based upon manufacturer price surcharge increases. Price increases from manufacturer will be added to this quote or final invoice if applicable. Price increases will be backed with manufacturer documentation		\$ -	\$ -		\$ -	\$ -	\$ -
1	Knapheide Standard - Steel Service Bodies 600-Series, 133.25 Length, 40" High, 20" Deep Compts, 54" Floor, Painted White, w/Lights Installed	KNP6132D54-2	12,597.40	12,597.40	21.00	2,499.00	750.00	\$ 15,846.40
1	Knapheide 94" Wide KnapLined Galva-Grip Hitch Recess Bumper - Loose	KNP34861872	960.21	960.21		-		\$ 960.21
1	Knapheide Installation Kit for Steel Service Body w/ 6" Understructure, Ford 60" or 84" CA,2017 & Newer F350/F450/550 or 2022 & Newer F600 - Loose	KNP20095530	504.16	504.16		-		\$ 504.16
1	Knapheide 2023 Ford Cab Chassis Harness Modification - Loose	KNP35346424	129.87	129.87		-		\$ 129.87
1	Knapheide Class V Receiver Hitch for use with Recess Bumper, 34" Frame Width, Ford F350/F450/F550/F600, GM 3500HD, Ram 3500/4500/5500 NOT Compatible with Ram Chassis Cab with Rear Fuel Tank, 21,000 lbs - Loose	KNP34879956	714.29	714.29		-		\$ 714.29
1	Holman Pro Rack Ladder Rack Legs & Crossbars	KAR12004	944.00	944.00		-		\$ 944.00
1	Holman Pro Rack Ladder Rack Side Channels	KAR12206	829.00	829.00		-		\$ 829.00
2	Mudflaps	KON042014T	30.00	60.00		-		\$ 60.00
1	7-Way RV Style Blade Connector Ford OEM Harness	CURT56443	48.84	48.84		-		\$ 48.84
1	Relocation of OEM Camera	LABOR	-	-		-		\$ -
1	CASH, CREDIT OR CERTIFIED CHECK ONLY ACCEPTED FOR PAYMENT		-	-		-		\$ -
1	SUPPLY		500.92	500.92		-		\$ 500.92
Subtotals			\$ 17,258.68	\$ 17,288.68	21.00	\$ 2,499.00	\$ 750.00	\$ 20,537.68

ALL PRICING IS LESS ANY APPLICABLE TAX CHARGES UNLESS OTHERWISE NOTED.

CASH, CREDIT, OR CERTIFIED CHECK ARE THE ONLY PAYMENT METHODS CURRENTLY ACCEPTED.

rate per hr
\$ 119.00

Quote Total \$ 20,537.68

Titan Truck Equipment Co., Inc.

605 N. Fancher Rd.
 Spokane Valley, WA 99212
 (509) 534-5010
Toll Free: 1-800-445-4807
 Equipment Fax: (509) 755-5040



Quote Provided by:
TREY MELENDREZ

Sales
 Phone: 1-509-444-1835 Ext.1124
 Email: TREYMEL@TITANTRUCK.COM

Customer Information

Vehicle Information

Special Instructions

City of Spokane Fleet Services
 1610 N Rebecca St Spokane, WA 99217
 Contact Name: Rick Giddings
 End User: Spokane Parks Department

2026 Ford F350
 DRW, 84, GVW
 VIN #
 tion: Regular Cab, 7.3L, 169WB,

Qty	Item Description	Part Number	Part Charge	Exended Charge	HRS	Labor Charge	*Estimated* Freight Charges	Itemized Total
1	Prices subject to change based upon manufacturer price surcharge increases. Price increases from manufacturer will be added to this quote or final invoice if applicable. Price increases will be backed with manufacturer documentation		\$ -	\$ -		\$ -	\$ -	\$ -
1	Knapheide Standard - Steel Service Bodies 600-Series, 133.25 Length, 60" High, 20" Deep Compts, 54" Floor, E-Coat Prime	KNP6132D54H60	12,662.50	12,662.50	84.00	9,996.00	1,000.00	\$ 23,658.50
1	Knapheide LED Surface Mount Stop/Turn/Tail Lights for Steel Service Bodies with 60" High Sides (80" & wider) - Installed - Installed	KNP77000350	662.50	662.50		-		\$ 662.50
1	Knapheide Workbench Bumper with Hitch for 132D54 Service Body, Ford - Installed	KNP77000175	4,256.25	4,256.25		-		\$ 4,256.25
1	Knapheide Overlapping Doors Street Side 1st Vertical Compartment - Installed	KNP77009470	237.50	237.50		-		\$ 237.50
1	Knapheide Overlapping Doors Curb Side 1st Vertical Compartment - Installed	KNP77009504	237.50	237.50		-		\$ 237.50
1	Knapheide Factory Paint 132" H60 Service Body, 145" H60 Combo Body - Knap White - Installed	KNP77000097	2,687.50	2,687.50		-		\$ 2,687.50
1	Knapheide Installation Kit for Steel Service Body w/ 6" Understructure, Ford 60" or 84" CA,2017 & Newer F350/F450/550 or 2022 & Newer F600 - Loose	KNP20095530	456.25	456.25		-		\$ 456.25
1	Knapheide 2023 Ford Cab Chassis Harness Modification - Loose	KNP35346424	12.50	12.50		-		\$ 12.50
1	Knapheide 18" x 1-1/8" Aluminum Grab Handle Kit, (1 pair) - Loose	KNP21042258	131.25	131.25		-		\$ 131.25
1	Vanair UDSM 185 CFM / 100 PSIG w/ Failsafe Dual Sensor Redundancy System & Xero Air Separation Tank	VANAIURDAC3F4WD	22,999.00	22,999.00		-	500.00	\$ 23,499.00
1	Vanair Muncie PTO F20-F1312-DS51X-PX Diesel 10R140 130% w/ V-Tec2	VANAIR6160164P	-	-		-		\$ -
1	Vanair ThermalGuard Weather Protection Kit	VANAIOR33167	-	-		-		\$ -
1	Vanair Thru Drive Trasnfer Case Kit Ford 2017+	VANAIOR059	-	-		-		\$ -
1	Vanair 1310 Ser 2 1/2OD 60" Driveline Kit	VANAIOR30527	-	-		-		\$ -

1	Vanair Extension Harness Display V-TecII w/ Redundancy 120 Rev.01	VANAIR280305-120	-	-	-		\$ -	
1	Titan Fabricated Goal Post Style Racking 1 Post at Rear of S.S. Compartment in Bed, with the Other Rack off the Front Bulkhead	MISGOALPOSTRACK	937.50	937.50	-		\$ 937.50	
1	Misc Hoses and Fittings for Compressor System	SUPPLY	1,187.50	1,187.50	-		\$ 1,187.50	
2	Mudflaps	MUDFLAPS	30.00	60.00	-		\$ 60.00	
1	7-Way RV Style Blade Connector Ford OEM Harness	CURT56443	48.84	48.84	-		\$ 48.84	
1	Ford PDI on Chassis	FORDPDI	312.50	312.50	-		\$ 312.50	
1	Transport Vehicle to Customer	DELIVERY	125.00	125.00	-		\$ 125.00	
1	Relocation of OEM Camera	LABOR	-	-	-		\$ -	
1	CASH, CREDIT OR CERTIFIED CHECK ONLY ACCEPTED FOR PAYMENT		-	-	-		\$ -	
1	PAINT		1,250.00	1,250.00	-		\$ 1,250.00	
1	SUPPLY		1,494.00	1,494.00	-		\$ 1,494.00	
Subtotals			\$ 49,728.09	\$ 49,758.09	84.00	\$ 9,996.00	\$ 1,500.00	\$ 61,254.09
ALL PRICING IS LESS ANY APPLICABLE TAX CHARGES UNLESS OTHERWISE NOTED. CASH, CREDIT, OR CERTIFIED CHECK ARE THE ONLY PAYMENT METHODS CURRENTLY ACCEPTED.						rate per hr \$ 119.00	Quote Total \$ 61,254.09	

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 01/12/2026**Committee Agenda type:** Consent**Date Rec'd**

1/7/2026

Clerk's File #

OPR 2026-0023

Cross Ref #**Project #****Council Meeting Date:** 02/02/2026**Submitting Dept**

FLEET SERVICES

Bid #**Contact Name/Phone**

RICK GIDDINGS 509-625-7706

Requisition #

2026 FUNDS

Contact E-Mail

RGIDDINGS@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**

5100 - PURCHASE OF 8 REFUSE TRUCKS FOR SOLID WASTE COLLECTIONS

Agenda Wording

Fleet would like to purchase a total of 8 Refuse Trucks for the Solid Waste Collections Department as part of 2026 planned replacements.

Summary (Background)

Solid Waste Collections is scheduled to replace 8 diesel refuse trucks that have exceeded their economic lifecycle with 8 new RNG powered trucks in 2026 as follows: 2 Battle chassis with Leach Rear Load bodies from Dobb's Peterbilt for \$1,125,236 3 Mack chassis with Western Cascade Tilt Frame bodies from Bruckner Truck Sales for \$1,216,887 3 Mack chassis with Witke Front Load bodies from Bruckner Truck Sales for \$1,652,765 All will be purchased off approved Cooperative Contracts. Total cost for all 8 trucks including sales tax is \$3,994,888

What impacts would the proposal have on historically excluded communities?

None identified.

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

Data will not be collected.

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

Lifecycle cost data is collected by Fleet for future analysis.

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

Aligns with City CIP and Centralized Fleet Management Policy

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact	
Approved in Current Year Budget?	
Total Cost	\$ 3,994,888
Current Year Cost	\$ 3,994,888
Subsequent Year(s) Cost	\$ 0
<u>Narrative</u>	
All vehicles will be purchased using approved cooperative contracts following all City Purchasing requirements. Replacing older diesel trucks with new RNG units drastically reduces maintenance and fuel costs.	
Amount	
Budget Account	
Expense	\$ 3,994,888
Select	#
Funding Source One-Time	
Funding Source Type Reserves	
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	RUSSELL, ADAM T.
Division Director	GBYRD
Accounting Manager	ZOLLINGER, NICHOLAS
Legal	HARRINGTON,
For the Mayor	GBYRD
Distribution List	
rgiddings@spokanecity.org	Tprince@spokanecity.org
atrussell@spokanecity.org	fleetservicesaccounting@spokanecity.org
jsalstrom@spokanecity.org	



DOBBS PETERBILT

November 12, 2025

Mr. Adam Russell
Assistant Fleet Services Director
City of Spokane
915 N Nelson Street
Spokane, WA 99202

REF: AGREEMENT FOR SOURCEWELL CONTRACT Battle Motors #032824-CRN and
LABRIE #110223-LEG.

Dobbs Peterbilt, Inc. would like to formally extend all bid prices, terms, and conditions to the City Spokane for the purchase of (2) two or more CCC LET2 CNG Labrie Leech 2R11 25 yrd Rear Loader Refuse Trucks per Sourcewell Contract Battle Motors #0324824-CRN and Sourcewell Contract #110223-LEG - Labrie.

Following, please find the breakdown of the base prices and options:

-2025 CCC LET2-46 L9N CNG Dual Drive RH Standup chassis per the City of Spokane specifications. Sourcewell Contract Price.	\$ 262,244.67
-Floorplan or interest cost of 240 days at \$39.15 per day or \$9,395.81	\$ 9,395.81
-PDI	\$ 1,000.00
-Battle Pilot/Plant Tour	\$ 3,000.00
-Detailing.	\$ 300.00
-Fuel.	<u>\$ 200.00</u>
-Standard Engine and Transmission Warranties are included. Extended Engine and Transmission Warranties are available upon request.	
-Subtotal	\$ 276,140.48
-Extended Price	<u>\$552,280.96</u>
-2025 Leach 2R11 Heavy Duty 25 C.Y. Residential Rear Loader. See attached detail. Includes Drum Winch and Roof Mounted CNG Tanks (4 Roof Tanks-60 DGE).	\$183,583.80
-Freight Low Boy to Spokane WA	\$ 10,500.00

3801 Airport Way South
Seattle, WA, 98108
(206) 624-7383
FAX: (206) 340-0416
1-800-255-7383

2028 Rudkin Rd.
Yakima, WA, 98909
(509) 453-3700
FAX: (509) 457-0702
1-800-734-7383

3443 20th Street, E.
Fife, WA, 98424
(253) 922-7383
FAX: (253) 927-7931
1-800-439-7383

15330 Smokey Point Blvd
Marysville, WA, 98271
(360) 659-7383
FAX: (360) 659-1705
1-888-755-7383

23501 E Knox Ave
Liberty Lake, WA
99109
(509) 535-4241
FAX: (509) 536-3949
1-888-330-7383

1435 E. Hillsboro St.
Pasco, WA, 99301
(509) 545-3700
FAX: (509) 545-1454
1-888-330-7383

2200 Spar Ave.
Anchorage, AK, 99501
(907) 276-2020
FAX: (907) 276-2164

-PDI	\$ 2,800.00
-Skid Plates	\$ 1,250.00
-Installation of a Groeneveld EP-0 Single Line automated lubrication System with in-cab display on a Leach 2R-III Rear Load Refuse Body with extension of greasing system to include 3 –axle chassis.	\$ 6,835.00
-Perkins Locker with Cylinders	\$ 8,352.00
-Bayne Revolution HD Mobile Refuse Cart Lifter	\$ 15,464.00
-Saftey Vison DUAL Camera System w/ Shuttered 7” Color Monitor Includes installation	\$ 4,145.00
-New 311 Graphics & Paint Stripes CNG Graphics: Side & Tailgate	\$ 5,420.00
-Curved Light Bar Installed on tailgate facing rear	\$ 1,200.00
Subtotal	<u>\$239,549.80</u>
<u>Extended Price</u>	\$ 479,099.60
Subtotal before SST	\$515,690.28
<u>Extended Price</u>	\$1,031,380.56
Washington State Sales Tax (9.1%)	\$ 46,927.82
<u>Extended Price</u>	\$ 93,855.63
,	
Total per Unit	\$562,618.10
<u>Extended Price</u>	\$ 1,125,236.20 =====

An early pay discount of \$7,000.00 can be applied to cost of chassis if paid upon delivery to body company. Cost of chassis would be \$255,244.67

Additional tariffs or surcharges may apply if enacted. Will notify city within 5 days of notice from manufacturer.

Again, all other terms, prices, delivery quotations and all conditions will be in accordance with the Sourcewell guidelines. Please see the attached bid documentation.

Thank you for the opportunity to earn your business!

Ian Griffin

Refuse Sales

Dobbs Peterbilt, Inc.



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.: HT06-20

Date Prepared: 12/11/2025

This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency:	City of Spokane	Contractor:	Bruckner Truck Sales
Contact Person:		Prepared By:	Bob Davie
Phone:		Phone:	512-632-6622
Fax:		Fax:	210-666-7216
Email:		Email:	bob.davie@brucknertruck.com

Product Code:	I13	Description:	Mack TE64RNatural Gas
---------------	-----	--------------	-----------------------

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 42900

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
RDS 4500 6 speedw/retarder	34500	Frame liner	3250
Allison Vocational package	3500	Transmission Cooler	3200
Power divider Lockout	4550	425/65R 22.5	4500
M-Ride 46k Springs	9800	22.5 Rear Tires	5900
MP8 505	10500	22.5x12.25	6900
Static Load Cushions	3220	Diff Lock	3900
Allison Neutral Control	4200	Emmision OBD	3250
Flaming River Disconnect	3150	20K Front Axle	7800
20K Taperleaf Springs	7700	Transyend	3250
Galbreath Rolloff	54950	Allison Torque Converter	3250
226 Wheelbase	4900	Subtotal From Additional Sheet(s):	0
Mack 46K axle	9800	Subtotal B:	195970

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Pump Mount Provisions	10800	Groeneveld Install and On-Spot Chains	14634
Air Disc Brakes Front and Rear	13617	Transm Auto Neutral on P-Brake	4397
Upgrade L9N-G 320 Cummins HP	11500	Subtotal C:	54948

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 23%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
Agility Tank Install	44342		0
Upgrade to WCC Endless Chain rolloff	31795	Subtotal D:	76137

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 369955

Quantity Ordered:	1	X Subtotal of A + B + C + D:	369955	=	Subtotal E:	369955
					Subtotal F:	1500

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
		Subtotal G:	0

Delivery Date: **H. Total Purchase Price (E+F+G):** 371455



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.: HT06-20

Date Prepared: 12/11/2025

This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency:	City of Spokane	Contractor:	Bruckner Truck Sales
Contact Person:		Prepared By:	Bob Davie
Phone:		Phone:	512-632-6622
Fax:		Fax:	210-666-7216
Email:		Email:	bob.davie@brucknertruck.com

Product Code:	I13	Description:	Mack TE64RNatural Gas
---------------	-----	--------------	-----------------------

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 42900

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
RDS 4500 6 speedw/retarder	34500	Frame liner	3250
Allison Vocational package	3500	Transmission Cooler	3200
Power divider Lockout	4550	425/65R 22.5	4500
M-Ride 46k Springs	9800	22.5 Rear Tires	5900
Diffuser	3200	22.5x12.25	6900
Static Load Cushions	3220	Diff Lock	3900
Allison Neutral Control	4200	Emmision OBD	3250
Flaming River Disconnect	3150	20K Front Axle	7800
20K Taperleaf Springs	7700	Transyend	3250
Mack MP7	8900	Allison Torque Converter	3250
210 Wheelbase	4500	Subtotal From Additional Sheet(s):	0
Mack 46K axle	9800	Subtotal B:	142220

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Pump Mount Provisions	8800	10" Frame Extension Refuse Service	1200
Air Disc Brakes Front and Rear	11617		0
Upgrade L9N-G 320 Cummins HP	11500	Subtotal C:	33117

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 18%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
Labrie Witke	284770		0
		Subtotal D:	284770

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 503007

Quantity Ordered:	1	X Subtotal of A + B + C + D:	503007	=	Subtotal E:	503007
					Subtotal F:	1500

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
		Subtotal G:	0

Delivery Date: **H. Total Purchase Price (E+F+G):** 504507

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 01/12/2026**Committee Agenda type:** Consent**Date Rec'd**

12/17/2025

Clerk's File #

OPR 2026-0024

Cross Ref #

OPR 2017-0005

Project #**Council Meeting Date:** 02/02/2026**Submitting Dept**

INFORMATION TECHNOLOGY

Bid #

RFP 4196-16

Contact Name/Phone

PEGGY LUND X6954

Requisition #**Contact E-Mail**

KLUND@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

KKLITZKE PDILLON

Sponsoring at Administrators Request

NO

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

5300 PMWEB, INC

Agenda Wording

Contract with PMWeb, Inc for Capital Project Management Software from February 1, 2026, through January 31, 2027, for a total cost of \$99,000 plus tax.

Summary (Background)

The City selected PMWeb, Inc through RFP#4196-16 to provide Capital Project Management and Engineering software. PMWeb is a SaaS (Software as a Service) solution, which is hosted and maintained by PMWeb. This software provides for an all-in-one modular solution for the entire Plan, Build, and Capital Construction Operating Lifecycle. Last years total was \$105,000 plus tax. This year's total is \$99,000 plus tax. The term is 2/1/2026 - 1/31/2027. The cost difference is due to a reduction in licenses.

What impacts would the proposal have on historically excluded communities?

Not applicable – annual software maintenance

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

Not applicable – annual software maintenance

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

Not applicable – annual software maintenance

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

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our contract Capital Project Management Software.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ 99,000
Current Year Cost	\$ 99,000
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Expense \$ 99,000 plus tax	# 5300-73300-18850-54214
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	
Dept Head	MARTINEZ, LAZ
Division Director	
Accounting Manager	BAIRD, CHRISTI
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Additional Approvals	
PURCHASING	NECHANICKY, JASON
Distribution List	
Michael Vernon; Michael.vernon@pmweb.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	karcher@spokanecity.org



City of Spokane
CONTRACT
**Title CAPITAL MANAGEMENT SOFTWARE
AND IMPLEMENTATION SERVICES**

THIS CONTRACT is between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **PMWEB INC**, whose address is 18101 Collins Avenue, No. 1005, Sunny Isles Beach, Florida 33160, as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

1. **PERFORMANCE**. The Company will provide Capital Management Software and Implementation Services for the Public Works Department (PMWeb Annual Saas), in accordance with Company's Invoice #11822602 dated November 19, 2025, 2025, attached as Exhibit B. Company was selected through Request for Proposal No.4196-16. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS**. The Contract shall begin February 1, 2026, and run through January 31, 2027, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed on an annual basis by written agreement of the parties not to exceed four (4) one (1) year renewals.
3. **COMPENSATION**. Total compensation under this Contract shall not exceed **NINETY-NINE THOUSAND AND NO/100 DOLLARS (\$99,000.00)**, plus tax if applicable; for everything furnished and done under this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.
4. **PAYMENT**. The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law.
5. **COMPLIANCE WITH LAWS**. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS**. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

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

9. TERMINATION. Either party may terminate this Contract by thirty (30) days' written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

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.

D. Cyber/Technology Errors and Omissions Insurance, which includes cyber insurance coverage, with limits of at least \$5,000,000 per claim and in the aggregate.

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. INDEMNIFICATION. The Company 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 Company's negligence or willful misconduct under this Agreement, including attorneys' fees and

litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

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

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

15. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

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

17. AUDIT / RECORDS. The Company and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

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

19. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

PMWEB, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Certificate Regarding Debarment
Exhibit B – Company's Invoice dated November 19, 2025

**EXHIBIT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

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

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

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

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

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT B



PMWeb, Inc.
 2875 NE 191st Street, PH6
 Aventura, FL 33180
 (617) 207-7080

www.PMWeb.com

Invoice

Invoice #: 11822602
Invoice Date: 11/19/2025
PO Number:
Payment Terms: See Due Date
Due Date: 1/31/2026

Bill To:

City of Spokane
 INFORMATION TECHNOLOGY DEPARTMENT
 Seventh Floor, City Hall, 808 West Spokane Falls Blvd
 Spokane, WA 99201

PMWeb Annual SaaS: 2/1/2026 - 1/31/2027

Description	Qty	U/M	Rate	Amount
PMWeb Toolbox				
Basic User Pool S&M Renewal (Discounted 100%)	1	Y	0.00	0.00
Subtotal: Toolbox	1			0.00
PMWeb SaaS				
Dedicated Server Renewal	2	Y	6,000.00	12,000.00
SaaS Full User License Fee	21	Y	1,500.00	31,500.00
SaaS Guest Concurrent User License Fee	30	Y	1,200.00	36,000.00
SaaS Guest Named User License Fee	30	Y	600.00	18,000.00
Subtotal: SaaS	83			97,500.00
PMWeb Other				
Additional Database	2	Y	750.00	1,500.00
Subtotal: Other	2			1,500.00

Product and Services Subject to Terms & Conditions as set forth within PMWeb Agreements	Total	\$99,000.00
Please Remit Payment To:	***All amounts are shown in Dollars (USD)***	
PMWeb Accounts Receivable 1 Pope Street Wakefield, MA 01880 EIN: 86-1875341	You may remit payment using the bank wire information below: Full Company Name: PMWeb, Inc. Bank Name: Bank of America Account#: 898114191758 Swift Code: BOFAUS3N Wire Transfer #: 026009593 ACH Transfer #: 063000047	
	You may remit payment via EFT using the information to the left or by check to the address at the top of this Invoice.	



< Business Lookup

License Information:

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

Entity name: PMWEB. INC.

Business name: PMWEB

Entity type: Corporation

UBI #: 604-755-303

Business ID: 001

Location ID: 0001

Location: Active

Location address: 2875 NE 191ST ST
PH 6
AVENTURA FL 33180-2894

Mailing address: 1 POPE ST
WAKEFIELD MA 01880-2179



Excise tax and reseller permit status:

[Click here](#)

Secretary of State information:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Kirkland General Business - Non-Resident				Active	May-31-2026	May-24-2024
SeaTac General Business - Non-Resident				Active	May-31-2026	May-10-2021
Spokane General Business - Non-Resident				Active	May-31-2026	May-07-2021

Owners and officers on file with the Department of Revenue

Owners and officers	Title
VERNON, MICHAEL	

Registered Trade Names

Registered trade names	Status	First issued
------------------------	--------	--------------



Registered trade names	Status	First issued
PMWEB	Active	May-04-2021

The Business Lookup information is updated nightly. Search date and time:
10/30/2025 12:29:31 PM

Contact us

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY World Insurance Associates, LLC		NAMED INSURED PMWeb, Inc. & BSIV Hold 104, LP	
POLICY NUMBER SEE PAGE 1		1 Pope Street Wakefield, MA 01880 Middlesex	
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:

The City of Spokane is included as an additional insured with respect to the Named Insured's Liability policies when required by a written contract or agreement. Blanket Waiver of Subrogation applies in favor of the City of Spokane per the Waiver of Our Right to Recover from Others Endorsement WC000313, attached to this policy.



TECHNOLOGY SERVICES EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following changes are made to Section **B. EXCLUSIONS:**

1. The following is added to Exclusion **B.1.j., Professional Services:**

This exclusion does not apply to "bodily injury" or "property damage" arising out of the insured's "technology services".

2. With respect to the coverage provided by this endorsement only, Paragraphs **(4)** and **(5)** of Exclusion **B.1.k., Damage To Property**, are deleted.

B. The following exclusion is added to Section **B. EXCLUSIONS:**

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering or failure to render "technology services" involved with or related to:

- (1)** Emergency response systems or services;
- (2)** Medical diagnostic services or processes;
- (3)** Aviation or aerospace applications, operations or systems;
- (4)** Combat or weapons systems including all electronics subsystems;
- (5)** Guidance or navigation systems for vehicles or watercraft;
- (6)** Terrorism detection or prevention systems;
- (7)** Pollution or environmental control, testing, monitoring or remediation; or
- (8)** Physical security including but not limited to fire, sprinkler, smoke, burglar alarm or monitoring systems or access control.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" arises out of the rendering of or the failure to render any services described in Paragraphs **(1)** through **(8)** above.

C. The following is added to Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**

The limits of coverage provided by this endorsement are within, and not in addition to, the otherwise applicable Limits of Insurance for "bodily injury" or "property damage" as provided by Section **D., LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE.**

Any damages we pay on your behalf as covered by this endorsement will erode the General Aggregate limit available to make payments for any other claim. Similarly, any payment made on your behalf for covered losses will also erode the General Aggregate limit available to pay for losses covered under this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



D. With respect to the coverage provided by this endorsement only, the following definition is added to Section F., LIABILITY AND MEDICAL EXPENSE DEFINITIONS:

"Technology services" means any of the following services performed for others:

- a.** Consulting, analysis, design, installation, training, maintenance, support and repair of or on: software, wireless applications, firmware, shareware, networks, systems hardware, devices or components;
- b.** Integration of systems;
- c.** Processing of, management of, mining or warehousing of data;
- d.** Administration, management, operation or hosting of another party's systems, technology or computer facilities;
- e.** Website development or website hosting;
- f.** Internet access services; intranet, extranet or electronic information connectivity services; software application connectivity services;
- g.** Manufacture, sale, licensing, distribution or marketing of: software, wireless applications, firmware, shareware, networks, systems, hardware, devices or components;
- h.** Design and development of: code, software or programming; or
- i.** Providing software application services, rental or leasing.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

- A. Non-Owned Watercraft – 75 Feet Long Or Less
- B. Who Is An Insured – Unnamed Subsidiaries
- C. Who Is An Insured – Employees – Supervisory Positions
- D. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies
- E. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures
- F. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement
- G. Blanket Additional Insured – Broad Form Vendors
- H. Blanket Additional Insured – Controlling Interest
- I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers
- J. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises
- K. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
- L. Medical Payments – Increased Limit
- M. Blanket Waiver Of Subrogation
- N. Contractual Liability – Railroads
- O. Damage To Premises Rented To You

PROVISIONS

A. NON-OWNED WATER CRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

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

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or

is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

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

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

COMMERCIAL GENERAL LIABILITY

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

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

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

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

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

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

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FOR MED LIMITED LAIBILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

- 3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such

organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

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

E. WHO IS AN INSURED – LAIBILITY FOR CONDUCT OF UNNAMED PARTNERSHIP SO R JOINT VENTURES

The following replaces the last paragraph of SECTION II – WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

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

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

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

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations

performed at such vendor's premises in connection with the sale of "your products"; or

- (6) "Your products" that, 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 on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

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

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

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

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

COMMERCIAL GENERAL LIABILITY

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

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

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair,

construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

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

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

waive our right of recovery against such person or organization, but only for payments we make because of:

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

N. CONTRACTUAL LIABILITY – RAILROADS

- 1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;

- 2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 01/12/2026**Committee Agenda type:** Consent**Date Rec'd**

12/18/2025

Clerk's File #

OPR 2022-0920

Cross Ref #**Project #****Council Meeting Date:** 02/02/2026**Submitting Dept**

INFORMATION TECHNOLOGY

Bid #**Contact Name/Phone**

PEGGY LUND X6954

Requisition #**Contact E-Mail**

KLUND@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

KKLITZKE PDILLON

Sponsoring at Administrators Request

NO

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

AMENDMENT/EXTENSION OF GRANICUS GOVQA PUBLIC RECORDS REQUEST

Agenda Wording

Contract Amendment/Extension with Granicus (Saint Paul, MN) for Public Records Request Platform, Amendment to add another module to the platform and an extension to make this a five (5) year contract from December 1, 2025 through November 30, 2030.

Summary (Background)

This is an Amendment and Extension to the GovQA contract just approved. The Amendment is to add the Interagency module for Police and the additional funds for the module as well as an Extension to make this a five (5) year contract to mitigate the annual CPI increase from 7.5% to 5% annually.

What impacts would the proposal have on historically excluded communities?

NA

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

NA

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

NA

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

NA

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	
Total Cost	\$ 348,555.96 (Not Including tax)
Current Year Cost	\$ 63,079.84
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Expense \$ 63,079.84	# 5300-73300-18850-54214
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	
Dept Head	MARTINEZ, LAZ
Division Director	
Accounting Manager	BAIRD, CHRISTI
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Distribution List	
Alexander Gray; ALEXANDERGRAY@GRANICUS.COM	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	



City of Spokane
**CONTRACT AMENDMENT and
EXTENSION**
Title: **PUBLIC RECORDS REQUEST
PLATFORM**

This Contract Amendment / Extension is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **GRANICUS, LLC.**, whose address is 408 Saint Peter Street, Suite 600, Saint Paul, Minnesota 55102 / **remittance address: 1152 15th Street NW, Suite 800, Washington DC 20005**, as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Public Records Request Platform, in accordance with the Master Service Agreement; and

WHEREAS, a change or revision of the Work has been requested, and the Contract time for performance needs to be extended, thus the original Contract needs to be formally Amended and Extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated December 10, 2022, and December 11, 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 DATE.

This Contract Amendment / Extension shall become effective on December 1, 2025, and shall end November 30, 2030.

3. AMENDMENT.

The original Contract is amended as follows:

The City wants to add another module to the platform, which is the Interagency module for Police and the additional funds for the module.

The Parties have requested to make this a five (5) year contract to mitigate the annual CPI increase.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **TWELVE THOUSAND AND NO/100 DOLLARS (\$12, 000.00)** for the first year (2025 / 2026) with the new module not to exceed the total compensation amount of **SIXTY-THREE THOUSAND SEVENTY-NINE AND 84/100 DOLLARS (\$63,079.84)**, plus applicable sales tax, for everything furnished and done under this Contract Amendment / Extension. This is the maximum amount to be paid under this Amendment and 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 document.

Year 1:	\$ 63,079.84
Year 2:	\$ 66,233.81
Year 3:	\$ 69,545.53
Year 4:	\$ 73,022.82
Year 5:	\$ 76,673.96
TOTAL:	\$348,555.96

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 / Extension by having legally-binding representatives affix their signatures below.

GRANICUS LLC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Company’s Quote Q-500769 which provides for the Pricing Summary regarding the new Module on page 3 and Future Year Pricing on page 4, dated November 26, 2025

Exhibit A



Amendment
Prepared for
Spokane, WA

Second Amendment to the Granicus Service Agreement between Granicus, LLC and Spokane, WA

This Second Amendment to the Granicus, LLC Service Agreement is effective on the date this document is signed and entered into by and between Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (hereinafter referred to as "Granicus"), and Spokane, WA (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement effective 01 Dec 2022 (the "Agreement"); and

WHEREAS, in addition to Client's existing solution, Client wishes to add certain products and services as detailed in Q-500769, which is attached as Exhibit A and incorporated herein by reference; and

WHEREAS, the Client and Granicus wish to extend the Agreement through 30 Nov 2030; and

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. Compensation to be paid to Granicus under the Agreement shall be amended to include the fees detailed in Exhibit A. Exhibit A is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of the Client to provide applicable exemption certificate(s).
2. The Agreement shall be extended through 30 Nov 2030.
3. Client may terminate the Agreement or any Order or SOW by providing Granicus written notice during the then-current Term for lack of appropriation of funds for the Renewal Term so long as Client has made best efforts to secure the necessary consents for renewal and obtain appropriate funds for payment of the fees.
4. Except as amended by this Second Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
5. In the event of any inconsistency between the provisions of this Second Amendment and the documents comprising the Agreement, the provisions of this Second Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their duly authorized representatives.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Spokane, WA	
Signature:	<small>DocuSigned by:</small> <i>Peggy Lund</i> <small>A237DAF7D67F435...</small>
Name:	Peggy Lund
Title:	Senior IT Manager
Date:	12/12/2025

Granicus	
Signature:	<small>DocuSigned by:</small> <i>Greg Eck</i> <small>71EB6CB5D848403...</small>
Name:	Greg Eck
Title:	Senior Manager, Contracts
Date:	11/26/2025



THIS IS NOT AN INVOICE

Exhibit A
Prepared for
Spokane, WA

Exhibit A

ORDER DETAILS

Prepared By: Karol Arroyo
Phone:
Email: karol.arroyo@granicus.com
Order #: Q-500769
Prepared On: 26 Nov 2025
Expires On: 30 Nov 2025

ORDER TERMS

Currency: USD
Payment Terms: Net 60 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date: 30 Nov 2025
Initial Order Term End Date: 30 Nov 2030
Period of Performance: 01 Dec 2025 - 30 Nov 2026



PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Interagency Request Management	Annual	1 Each	\$10,090.00
Interagency Request Management Annual Services and Maintenance	Annual	1 Each	\$1,910.00
Hosted Data Storage (TB)	Annual	1 Each	\$0.00
SUBTOTAL:			\$12,000.00

- Once purchased data storage has been exceeded, data storage is billed in increments of 1TB over the purchased data storage amounts herein and will be assessed an additional annual fee of \$1,200.00 and billed in arrears. Storage is reviewed annually and is adjusted at the next annual renewal. Throughout the term of the contract Spokane, WA is able to contact Granicus for a report on how much storage has been used.

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
ADFS/Single Sign-on Module	Annual	1 Each	\$3,610.69
Attachment Search w/OCR	Annual	1 Each	\$0.00
FOIA Module Non Enterprise	Annual	1 Each	\$22,537.40
Fortress Hosting	Annual	1 Each	\$6,013.69
CRM Module	Annual	1 Each	\$879.45
Hosted Data Storage (TB)	Annual	2 Each	\$5,115.64
Invoicing Module	Annual	1 Each	\$3,610.69
Payments Module	Annual	1 Each	\$3,610.69
Redaction License (per named user)	Annual	3 Each	\$2,251.92
Redaction License (per named user)	Annual	1 Each	\$526.43
Subpoena Appearances Module	Annual	1 Each	\$2,923.24
SUBTOTAL:			\$51,079.84



FUTURE YEAR PRICING

Solution(s)	Period of Performance			
	01 Dec 2026 - 30 Nov 2027	01 Dec 2027 - 30 Nov 2028	01 Dec 2028 - 30 Nov 2029	01 Dec 2029 - 30 Nov 2030
Interagency Request Management	\$10,594.50	\$11,124.23	\$11,680.44	\$12,264.46
Interagency Request Management Annual Services and Maintenance	\$2,005.50	\$2,105.78	\$2,211.06	\$2,321.62
Hosted Data Storage (TB)	\$0.00	\$0.00	\$0.00	\$0.00
ADFS/Single Sign-on Module	\$3,791.22	\$3,980.79	\$4,179.83	\$4,388.82
Attachment Search w/OCR	\$0.00	\$0.00	\$0.00	\$0.00
FOIA Module Non Enterprise	\$23,664.27	\$24,847.48	\$26,089.86	\$27,394.35
Fortress Hosting	\$6,314.37	\$6,630.09	\$6,961.60	\$7,309.68
CRM Module	\$923.42	\$969.59	\$1,018.07	\$1,068.98
Hosted Data Storage (TB)	\$5,371.42	\$5,639.99	\$5,921.99	\$6,218.09
Invoicing Module	\$3,791.22	\$3,980.79	\$4,179.83	\$4,388.82
Payments Module	\$3,791.22	\$3,980.79	\$4,179.83	\$4,388.82
Redaction License (per named user)	\$2,364.52	\$2,482.74	\$2,606.88	\$2,737.22
Redaction License (per named user)	\$552.75	\$580.39	\$609.41	\$639.88
Subpoena Appearances Module	\$3,069.40	\$3,222.87	\$3,384.02	\$3,553.22
SUBTOTAL:	\$66,233.81	\$69,545.53	\$73,022.82	\$76,673.96



PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:

: [HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/](https://granicus.com/semiannual-updates/)

PRODUCT DESCRIPTIONS

Solution	Description
Interagency Request Management	Effectively process requests received from other government agencies outside of your own agency online in a timely, formalized, and secure manner. Replaces paper-based procedures, burning of CDs, and records silos that can result in gaps, delays, and redundancies Converts offline, labor-intensive processes with little formal structure into efficient, online, centralized, and standardized workflows
Interagency Request Management Annual Services and Maintenance	<p>Year 1 Services: The Granicus Services Team will conduct weekly requirements-gathering interviews with the customer over a period of 12 weeks during which the consultant will identify the configuration needed for successful Interagency Request tracking, analysis, and disposition of Interagency Requests in a manner that matches or enhances the customer's existing business processes and aligns with industry best practices. The Services Team will configure Interagency Requests and coach the customer's project team on change management. Once the Interagency module is configured a designated Trainer will be assigned to perform live training sessions.</p> <p>Year 2+ Services: In addition to Granicus Support and Success the Services team will be available upon request to provide the following GovQA Assistance for customers:</p> <ul style="list-style-type: none"> • New Staff Training (4 hours) • Add/Update Retention Schedules • Custom Field Updates • Admin Task Updates: Adding Staff, Updating Workflows & Letterhead Templates • Recommended System Cleanup and Refresh • Report Creation
Hosted Data Storage (TB)	A secure, cloud-based repository for storing documents related to records requests, designed to meet public sector compliance standards while ensuring dependable access and retention.
ADFS/Single Sign-on Module	ADFS/Single Sign-on Module



Solution	Description
Attachment Search w/OCR	Attachment Search w/OCR
FOIA Module Non Enterprise	A centralized public records request management and tracking platform which includes:
Fortress Hosting	Legacy - Fortress Hosting
CRM Module	CRM Module
Hosted Data Storage (TB)	A secure, cloud-based repository for storing documents related to records requests, designed to meet public sector compliance standards while ensuring dependable access and retention.
Invoicing Module	A secure, configurable way to generate and issue cost estimates and invoices for records requests—streamlining financial operations and supporting compliance with transparency and audit requirements.
Payments Module	Enables online payment of request-related fees presented via invoices by creating a connection with your existing payment processing vendor or a Granicus preferred vendor.
Redaction License (per named user)	Named user licenses for in-app Redaction feature that provides secure, irreversible redaction through automated quality checks and multi-layer document flattening. Key features include:Automatic detection and redaction of sensitive data through saved searches and pattern matchingManual redaction of images and text that is not machine readableBuilt-in exemption citations and optional legal redaction logsDraft saving, sharing, and merging for collaborative workflowsSecure storage of original and redacted versions with audit trails
Redaction License (per named user)	Named user licenses for in-app Redaction feature that provides secure, irreversible redaction through automated quality checks and multi-layer document flattening. Key features include:Automatic detection and redaction of sensitive data through saved searches and pattern matchingManual redaction of images and text that is not machine readableBuilt-in exemption citations and optional legal redaction logsDraft saving, sharing, and merging for collaborative workflowsSecure storage of original and redacted versions with audit trails
Subpoena Appearances Module	Subpoena Appearances Module"



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 The Baldwin Group Mid-Atlantic LLC DBA BCP Tech 1511 Baltimore, Ste 200 Kansas City MO 64108 License#: CA#0658748 GRANLLC-01	CONTACT NAME: PHONE (A/C, No, Ext): 816-523-2323 FAX (A/C, No): E-MAIL ADDRESS: info@brushkc.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Berkley National Insurance Com</td> <td>38911</td> </tr> <tr> <td>INSURER B: Riverport Insurance Company</td> <td>36684</td> </tr> <tr> <td>INSURER C: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER D: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Berkley National Insurance Com	38911	INSURER B: Riverport Insurance Company	36684	INSURER C: Federal Insurance Company	20281	INSURER D: ACE American Insurance Company	22667	INSURER E:		INSURER F:
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INSURER F:														
INSURED Granicus, LLC 1152 15th Street, Suite 800 Washington, DC 80202														

COVERAGES **CERTIFICATE NUMBER:** 816848996 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	TCP 7024348 - 12	10/20/2025	10/20/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	TCP 7024348 - 12	10/20/2025	10/20/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$ \$1000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	N	TCP 7024348 - 12	10/20/2025	10/20/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	TWC 7024349-12	10/20/2025	10/20/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Crime-Theft of Client Prop			J06844844	1/29/2025	1/29/2026	Limit / Retention 5,000,000/\$50,000
D	Cyber/ Tech E&O			D0246732A	10/20/2025	10/20/2026	Limit/ Retention 5,000,000/\$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Spokane Info and Tech Sers Division are included as Additional Insured with respect to General Liability and Umbrella if required by written contract and subject to terms, conditions and exclusions of the policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane Info and Tech Sers Division
 City Hall - 7th Floor 808 West Spokane Falls Blvd
 Spokane WA 99201

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

AUTHORIZED REPRESENTATIVE



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< Business Lookup

License Information:

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

Entity name:	GRANICUS, LLC
Business name:	GRANICUS
Entity type:	Limited Liability Company
UBI #:	602-241-678
Business ID:	001
Location ID:	0002
Location:	Active
Location address:	1152 15TH ST NW STE 800 WASHINGTON DC 20005-1723
Mailing address:	408 SAINT PETER ST STE 600 SAINT PAUL MN 55102-1121

Excise tax and reseller permit status:

[Click here](#)

Secretary of State information:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Bucoda General Business - Non-Resident				Active	Jul-31-2026	Aug-11-2025
Federal Way General Business - Non-Resident				Active	Sep-30-2026	Jun-22-2022
Mountlake Terrace General Business - Non-Resident				Active	Sep-30-2026	Oct-18-2024
Spokane General Business - Non-Resident				Active	Sep-30-2026	Nov-01-2022
Tumwater General Business - Non-Resident	F-002311			On Hold	Sep-30-2026	Oct-14-2024

Owners and officers on file with the Department of Revenue

Owners and officers	Title
	

Owners and officers**Title**

ATLAS, RYAN

CARTER, JOSHUA

COPLAND, JORDAN

HYNES, MARK

KLEINMAN, IRA

KLOMHAUS, DEREK

SCHOENTHAL, ANDREW

SEVERSON, PATRICK

Registered Trade Names**Registered trade names****Status****First issued**

GOVDELIVERY, INC.

Active

Jul-06-2007

GRANICUS

Active

Jun-02-2017

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:
9/25/2025 12:48:12 PM

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**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 01/15/2026**Committee Agenda type:** Consent**Date Rec'd**

1/6/2026

Clerk's File #

OPR 2026-0025

Cross Ref #**Project #****Council Meeting Date:** 02/02/2026**Submitting Dept**

PARKS - OPERATIONS

Bid #**Contact Name/Phone**

NICK HAMAD 6779

Requisition #

CR 28235

Contact E-Mail

NHAMAD@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON

Sponsoring at Administrators Request

NO

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

CAMERON-REILLY, LLC. CONSTRUCTION CONTRACT / CSO 34-1 SPORT COURT

Agenda Wording

Cameron-Reilly, LLC. construction contract / CSO 34-1 Sport Court Improvements (\$359,658.00+tax)

Summary (Background)

This is a construction contract for building pickleball courts atop a CSO tank within East Sprague BID. Parks assisted engineering in designing / bidding this project.

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	\$
<u>Narrative</u>	
Amount	Budget Account
Expense \$ 359,658	# 4250-43387-94350-56501-10232
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	
Dept Head	MCDANIEL, ADAM
Division Director	JONES, GARRETT
Accounting Manager	KECK, KATHLEEN
Legal	HARRINGTON,
For the Mayor	GBYRD
Additional Approvals	
PURCHASING	GBYRD
Distribution List	
	ICMACCOUNTING@SPOKANECITY.ORG



City of Spokane
PUBLIC WORKS AGREEMENT
Title: CSO 34-1 SPORT COURT IMPROVEMENTS

This Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as (“City”), a Washington municipal corporation, and **CAMERON REILLY, LLC**, whose address is 309 North Park Road, Spokane Valley, Washington 99212, 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 **CSO 34-1 SPORT COURT IMPROVEMENTS**, selected via PW ITB 6543-25. Contractor shall provide “pollution insurance and proof of insurance is required prior to notice to proceed on project”.
2. CONTRACT DOCUMENTS. The Contract Documents are this Contract, the Contractor’s completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any), including Contractor’s Response to PW ITB (Exhibit B). In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
3. TERM. The term of this Contract begins on October 22, 2025, and ends on October 22, 2026, unless amended by written agreement or terminated earlier under the provisions.
4. TERMINATION. Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.
5. COMPENSATION/PAYMENT.
 - A. COMPENSATION. Total compensation for Contractor’s services under this Contract shall be a maximum amount not to exceed **THREE HUNDRED FIFTY-NINE THOUSAND SIX HUNDRED FIFTY-EIGHT AND NO/100 DOLLARS (\$359,658.00)**, plus sales tax if applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded

without the prior written authorization of the City in the form of an executed amendment to this Contract.

- B. PAYMENT. The Contractor will send its applications for payment to the Parks and Recreation Department, 808 West Spokane Falls Blvd., Fifth Floor, Spokane, Washington 99201. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

6. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

7. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

8. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

9. PUBLIC WORKS REQUIREMENTS. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

10. **INSURANCE.** During the period of the Agreement, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW::
- A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
 - B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;
 - i. Acceptable supplementary Umbrella coverage combined with Company's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and;
 - C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
 - D. **Pollution insurance** is required during the period of construction, for a minimum duration of 12 months. **Pollution Legal Liability Insurance** with a minimum coverage for Bodily Injury and Property Damage of not less than \$5,000,000.00 per occurrence and \$5,000,000.00 aggregate.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the 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) upon request of 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 sixty (60) 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.

11. **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.

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. **Subcontracting Requirements.** The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program
2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
14. **NONDISCRIMINATION.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.
15. **DEBARMENT AND SUSPENSION.** The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.
16. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
17. **ASSIGNMENTS.** The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.
18. **ANTI-KICKBACK.** No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract.
19. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
20. **DISPUTES.** This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

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

22. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

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

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

25. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

26. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

27. 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.

28. 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.

29. KEY PERSONS. The Contractor shall not transfer or reassign any individual designated in this Contract as essential to the Work, nor shall those key persons, or employees of Contractor identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work

without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Contractor's employment, the Contractor shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Contractor from its obligations under this Contract.

CAMERON REILLY, LLC

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:
Exhibit A - Certification Regarding Debarment
Exhibit B – Response to PW ITB 6543-25
Payment Bond
Performance Bond

25-232b

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 certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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

EXHIBIT B

PAYMENT BOND

We, **CAMERON REILLY, LLC**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE HUNDRED FIFTY-NINE THOUSAND SIX HUNDRED FIFTY-EIGHT AND NO/100 DOLLARS (\$359,658.00)**, plus sales tax if applicable for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **CSO 34-1 SPORT COURT IMPROVEMENTS**. 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 _____.

CAMERON REILLY, LLC,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

PERFORMANCE BOND

We, **CAMERON REILLY, LLC**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE HUNDRED FIFTY-NINE THOUSAND SIX HUNDRED FIFTY-EIGHT AND NO/100 DOLLARS (\$359,658.00)**, plus sales tax if applicable, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **CSO 34-1 SPORT COURT IMPROVEMENTS** . 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 _____

CAMERON REILLY, LLC,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 01/15/2026**Committee Agenda type:** Consent**Date Rec'd**

1/8/2026

Clerk's File #

OPR 2021-0130

Cross Ref #**Project #****Council Meeting Date:** 02/02/2026**Submitting Dept**

POLICE

Bid #**Contact Name/Phone**

DAVE SINGLEY 4171

Requisition #**Contact E-Mail**

DSINGLEY@SPOKANEPOLICE.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

ZZAPPONE BWILKERSON

Sponsoring at Administrators Request

NO

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

IMPOUND AND ABANDONED RV DISPOSAL SERVICES

Agenda Wording

Request extension of contract from March 31, 2026 to December 31, 2026 and add \$175,000 plus applicable taxes to the contract period.

Summary (Background)

This contract with Evergreen State Towing is for removal and disposal of junk/abandoned motorhomes and similar vehicles that other towing companies are unwilling or unable to impound. These vehicles represent a blight on the neighborhoods in which they are abandoned and present significant health concerns. The Police Department, in partnership with Parking Enforcement and Code Enforcement, place notices on vehicles 24-72 hours in advance, giving the occupants time to act. Most, if not all vehicles towed under this contract are towed as junk/hulk vehicles.

What impacts would the proposal have on historically excluded communities?

This program supports abandoned RV's in all neighborhoods as reported by citizens to Code Enforcement and the Police Department.

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 specific to this project is related to operational impact and does not demonstrate an impact or effect on 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?

This removed blight that is regularly a safety and security concern.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost	\$ 175,000 plus tax		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Not to exceed a total of \$350,000 plus applicable tax for period of January 2025- December 31, 2026			
Amount			
Budget Account			
Expense	\$ 175,000.00	# 0680-11410-21250-54921-99999	
Select	\$	#	
Funding Source Recurring			
Funding Source Type Reserves			
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	COWLES, MATTHEW	PS EXEC REVIEW	YATES, MAGGIE
Division Director	COWLES, MATTHEW		
Accounting Manager	BAIRD, CHRISTI		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		
Distribution List			
		spdfinance@spokanepolice.org	
dloucks@spokanepolice.org		karcher@spokanecity.org	
eraleigh@spokanepolice.org		tnollmeyer@spokanepolice.org	
jnechanicky@spokanepolice.org		lgarcia@spokanepolice.org	



CITY OF SPOKANE
POLICE DEPARTMENT

CONTRACT AMENDMENT/EXTENSION

**Title: IMPOUND AND ABANDONED
RV DISPOSAL SERVICES**

This Contract Amendment / Extension is made and entered into by and between the **CITY OF SPOKANE POLICE DEPARTMENT** as ("City"), a Washington municipal corporation, and **EVERGREEN STATE TOWING, LLC**, whose address is PO Box 48285, Spokane, Washington 99228 as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide IMPOUND AND ABANDONED RV DISPOSAL SERVICES; and

WHEREAS, additional time is required, which requires additional funds to be added to the contract, thus the original Contract needs to be formally Amended / Extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated March 4, 2021, 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 / Extension shall become effective on January 1, 2025, and shall end December 31, 2026, unless amended by written agreement.

3. AMENDMENT.

The scope of work is being extended from March 31, 2026, to December 31, 2026; therefore, additional funds need to be added to this Contract.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00)**, plus sales tax if applicable, for everything furnished and done under this Contract Amendment / Extension. The total amount under the Amendment / Extension contract executed April 16, 2025, and this Amendment / Extension shall



< **Business Lookup**

License Information:

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

Entity name: EVERGREEN STATE TOWING, LLC

Business name: EVERGREEN STATE TOWING & WRECKING

Entity type: [Limited Liability Company](#)

UBI #: 602-029-734

Business ID: 001

Location ID: 0009

Location: Active

Location address: 6515 N PERRY ST
SPOKANE WA 99217-7547

Mailing address: PO BOX 48285
SPOKANE WA 99228-1285



Excise tax and reseller permit status:

[Click here](#)

Secretary of State information:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Motor Vehicle Wrecker	12146		View Plates	Active	Apr-30-2026	Sep-16-2019
Spokane General Business				Active	Apr-30-2026	Aug-26-2019

Owners and officers on file with the Department of Revenue

Owners and officers	Title
DASENBROCK, CHARLES	
MEYERS, KENT	
REID, DEBRA	
ROBBINS, DAN	

Registered Trade Names

Registered trade names	Status	First issued
		

Registered trade names	Status	First issued
CITY OF SPOKANE VALLEY TOWING	Active	Oct-17-2003
EVERGREEN SERVICES	Active	Jan-21-2020
EVERGREEN STATE TOWING & WRECKING	Active	Jan-09-2019
EVERGREEN STATE TOWING EAST	Active	May-29-2009
EVERGREEN STATE TOWING NORTH	Active	Feb-21-2001
EVERGREEN STATE TOWING WEST	Active	Jun-30-2003
SPOKANE VALLEY TOWING	Active	Oct-17-2003
SPOKANE VALLEY TOWING II	Active	Jul-02-2014

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:
12/18/2025 1:49:51 PM



Contact us

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From: [Deese, Jackson](#)
To: [Loucks, Michelle](#); [Byrd, Giacobbe](#); [Telis, Kate](#); [Zappone, Zack](#); [Wilkerson, Betsy](#)
Subject: RE: Approval to submit to Urban Experience
Date: Tuesday, January 6, 2026 11:46:59 AM
Attachments: [image001.png](#)

Ok with CM Zappone.

Jackson Deese

Legislative Assistant, Council Member Zappone | District 3
808 W. Spokane Falls Boulevard, Spokane, WA 99201-3335
(509) 625-6718 jdeese@spokanecity.org

This email is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to disclosure as a public record.

From: Loucks, Michelle <dloucks@spokanepolice.org>
Sent: Tuesday, January 6, 2026 11:25 AM
To: Byrd, Giacobbe <gbyrd@spokanecity.org>; Bingle, Jonathan <XXXjbingle@spokanecity.org>;
Telis, Kate <ktelis@spokanecity.org>; Zappone, Zack <zzappone@spokanecity.org>; Wilkerson, Betsy <bwilkerson@spokanecity.org>
Subject: Approval to submit to Urban Experience

Hello,

With the cancellation of Public Safety and Community Health Committee meetings in January, I would respectfully like to request approval to submit a contract amendment for SPD's Abandoned RV towing, to Urban Experience.

I have attached a copy of the contract for your review.

Thank you for your consideration.

Michelle

D. MICHELLE LOUCKS | CITY OF SPOKANE POLICE DEPARTMENT | PROCUREMENT & CONTRACTS SPECIALIST
509.625.4055 office | 509.808.1480 cell | dloucks@spokanepolice.org | spokanecity.org

Register in our electronic bidding system to view Purchasing Department projects at:

<https://spokane.procurement.com/home>

Register for the City of Spokane Small Public Works, Consultant, and/or Vendor rosters at: <https://mrscrosters.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

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 01/12/2026**Committee Agenda type:** Consent**Council Meeting Date:** 02/02/2026

		Date Rec'd	1/6/2026
		Clerk's File #	OPR 2025-0003
		Cross Ref #	
		Project #	
Submitting Dept	SOLID WASTE DISPOSAL	Bid #	ITB 6083-24
Contact Name/Phone	TRACE 625-6524	Requisition #	CR 28203
Contact E-Mail	TBRADBURN@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? YES	
Agenda Item Name	CONTRACT RENEWAL FOR INSULATION SERVICES - BRANDSAFWAY SERVICES,		

Agenda Wording

Contract renewal 1 of 1 with BrandSafway Services, LLC (Pasco, WA) for insulation services at the Waste to Energy Facility from 2/1/2026-1/31/2027 and a total cost not to exceed \$200,000.00, plus tax.

Summary (Background)

During outages at the Waste to Energy Facility, removal of insulation and cladding for boiler walls and other areas is needed to allow access. Replacement of the insulation, as well as fabrication and installation of removable insulation blankets is also required during these outages. On Oct. 28, 2024, bidding closed on ITB 6083-24 for these services and BrandSafway Services was awarded a one year contract with the possibility of one additional one year renewal. This will be the first and final 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	\$ 200,000.00
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
This is a routine repair and maintenance service expense that is planned for annually in the Solid Waste Disposal budget. Funds are spent on an as-needed basis.	
Amount	
Budget Account	
Expense	\$ 200,000.00
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
Division Director	FEIST, MARLENE
Accounting Manager	ALBIN-MOORE, ANGELA
Legal	SCHOEDEL, ELIZABETH
For the Mayor	PICCOLO, MIKE
Distribution List	
Jorge Torres, jtorres4@brandsafway.com	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	



CITY OF SPOKANE
CONTRACT RENEWAL #1
Title: INSULATION SERVICES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BRANDSAFWAY SERVICES, LLC.**, whose address is 1523 East Hillsboro, Pasco, Washington 99301, as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Insulation Services: Removal and Replacement of Insulation and Cladding for Boiler Walls and Piping, and Fabrication of and Installation of Removable Insulation Blankets, in accordance with ITB 6083-24 to Waste to Energy Facility; and

WHEREAS, the original Contract provided for one additional one-year renewal period subject to mutual agreement of the Parties.

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

1. CONTRACT DOCUMENTS.

The Contract, dated January 10, 2025, 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 Renewal shall become effective on February 1, 2026, and end on January 31, 2027, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION.

The City shall pay an estimated amount not to exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, plus applicable tax, for everything furnished and done under this Contract Renewal, in accordance with the Pricing and Service Schedule from the original contract based on unit pricing. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the Original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

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

BRANDSAFWAY SERVICES, LLC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Certificate Regarding Debarment
Exhibit B - 1st Renewal Pricing dated November 11, 2025

25-264a

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

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

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

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

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

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)

EXHIBIT B



CITY OF SPOKANE
Nelson Center
Purchasing
PHONE 509 625 6527

Insulation Services; Removal and Replacement of Insulation and Cladding for Boiler Walls and Piping, and Fabrication of and Installation of Removable Insulation Blankets - Prevailing Wage

Quantities shown on "Pricing Form" 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 bids on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. The City shall issue payment in the applicable amount set forth on the Pricing Page for services performed and accepted

OPR 2025-0003 (ITB 6083-24)	Base Period, 2/1/2025 to 1/31/2026			Renewal Period 2/1/2026 to 1/31/2027		
	Pricing will be fixed for the first twelve (12) months and Contractor can request pricing changes with justification during the anniversary month of the contract					
	Hourly Rates			Hourly Rates		
Classifications	Straight Time	Time and 1/2	Double Time	Straight Time	Time and 1/2	Double Time
General Foreman Insulator	\$113.36	\$150.18	\$186.99	\$ 115.63	\$155.24	\$ 194.85
Foreman Insulator	\$106.08	\$139.52	\$172.95	\$107.79	\$ 143.80	\$ 179.81
Journeyman Insulator	\$99.48	\$129.90	\$160.32	\$ 99.95	\$132.36	\$164.77
Apprentice	\$88.76	\$114.09	\$139.31	\$ 92.11	\$ 120.92	\$149.73
Travel In Cost if Applicable. Total Cost To Be Incurred per Scheduled Service or Unscheduled Service. Do not state cost per mile, rather cost that would be incurred based on job site location 2900 S. Geiger Blvd, Spokane WA, 99224. Do Not State Cost Per Mile.	\$90.00			\$ 95.00		
Bidder To Define What Constitutes "Travel In Cost":	Average Miles from Tri-Cities to WTEF facility at \$0.66 a mile			Average Miles from Tri-Cities to WTEF facility at \$0.66 a mile		
Travel Out Cost if Applicable. Total Cost To Be Incurred per Scheduled Service or Unscheduled Service. Do not state cost per mile, rather cost that would be incurred based on job site location 2900 S. Geiger Blvd, Spokane WA, 99224. Do Not State Cost Per Mile.	\$90.00			\$ 95.00		
Bidder To Define What Constitutes "Travel Out Cost":	Average Miles from Tri-Cities to WTEF facility at \$0.66 a mile			Average Miles from Tri-Cities to WTEF facility at \$0.66 a mile		
Contractor's Equipment Cost Per Day. List All Contractor's Equipment Comprising Total "Cost Per Day" Cost	Contractor's Equipment List		Daily Cost	Contractor's Equipment List		Daily Cost
	Service Truck			Service Truck		
	Additional Equipment	COST	Mark Up % Rate	Additional Equipment	COST	Mark Up % Rate
	Rented Equipment & Tools Mark Up Percent	Actual	15%	Rented Equipment & Tools Mark Up Percent	Actual	15%
	Bill Of Material Percentage Mark Up Percent	Actual	15%	Bill Of Material Percentage Mark Up Percent	Actual	15%
	Substance if applicable	\$135		Substance if applicable	\$140.00	
BrandSafway LLC	Base Period pricing was per BrandSafway Services Response To ITB 6083-24			NAME		Mr. Vaughn Brown
Vaughn Brown vbrown@brandsafway.com				DATE		11-11-2025
Cell 509 619 9195 / Office 509 542 1675				SIGNATURE		
Jorge Torres jtorres4@brandsafway.com						
Office 509 542 1675						



< Business Lookup

License Information:

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

Entity name: BRANDSAFWAY SERVICES LLC

Business name: SAFWAY SERVICES, LLC

Entity type: [Limited Liability Company](#)

UBI #: 601-577-044

Business ID: 001

Location ID: 0005

Location: Active

Location address: 6206 E TRENT AVE STE A BLDG 3
SPOKANE VALLEY WA 99212-5013

Mailing address: 6206 E TRENT AVE
STE 3A
SPOKANE VALLEY WA 99212-5013

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	Nov-30-2026	Feb-06-2024
Spokane Valley General Business				Active	Nov-30-2026	Aug-21-2023

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BRUSH, GRAHAM	
HEATH, ROBERT	
LACY, RON	
MONDAY, JEFFREY	
MUELLER, TERESA	
SAFWAY GROUP HOLDING LLC	

Registered Trade Names

Registered trade names	Status	First issued
BRANDSAFWAY SERVICES LLC	Active	Oct-09-2023
SAFWAY SERVICES	Active	Dec-08-2025
SAFWAY SERVICES LLC	Active	Aug-29-2025

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 12/17/2025 7:58:52 AM



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Agreed 3/23/15; Insulation Maintenance; City of Spokane Waste to Energy Facility, Spokane, WA 99224. Job Start Date: 03/17/2015 General Liability does not contain Explosion, Collapse or Underground exclusions. City of Spokane, its officers and employees are included as Additional Insureds under the General Liability and Automobile Liability policies with respect to work performed by the Named Insured when required by written contract, agreement or permit and executed prior to the loss. Employers Liability for the Monopolistic States of North Dakota, Ohio, Washington and Wyoming is provided under Workers' Compensation. Statutory coverage for all states other than the Monopolistic states is also included.

ADDITIONAL INSURED - OWNERS, LESSEE OR CONTRACTORS SCHEDULED PERSON OR ORGANIZATION AND COMPLETED OPERATIONS - CS2020 05 04

Named Insured Brand Industrial Services, Inc.			Endorsement Number 74
Policy Symbol HDO	Policy Number HDO G49359901	Policy Period 9/30/2025 TO 9/30/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING: COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Any person or organization for whom you have agreed to include as an additional insured under a written contract, written agreement or written permit — provided such contract, agreement or permit was executed prior to the loss.

A. Section II — WHO IS AN INSURED is amended to include as an additional insured the person or organization shown in the Schedule above whom you are required to include as an additional insured on this policy, under a written contract, agreement or permit (Written Contract) but the Written Contract must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to loss.

B. The following additional provisions shall apply to the additional insured:

1. That person or organization is only an additional insured if held vicariously liable for "bodily injury", "property damage", or "personal and advertising injury" as the sole result of your negligence, specifically caused by "your work" for the additional insured which is the subject of the Written Contract. No coverage applies to liability resulting from the negligence of the additional insured.
2. Should a "suit" against the additional insured allege liability arising out of the negligence of both the additional insured and you the additional insured shall not be entitled to a defense under this policy, but the additional insured shall be entitled to reimbursement under this policy for monetary damages that the additional insured is legally obligated to pay in satisfaction of a judgment in the percentage that the jury or other fact finder assesses against the additional insured under a theory of vicarious liability as recorded on a special verdict form submitted to the applicable fact finder.
3. The Limits of Insurance applicable to the additional insured are the minimum limits required by the Written Contract or those shown in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
4. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under DEFINITIONS (Section V) does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the Written Contract.

**ADDITIONAL INSURED - OWNERS, LESSEE OR CONTRACTORS SCHEDULED PERSON OR ORGANIZATION
AND COMPLETED OPERATIONS - CS2020 05 04**

5. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineers, or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving, or failing to prepare or approve maps, show drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.

6. The insurance afforded to the additional insured described above only applies to the extent permitted by law.

C. As respects the coverage provided under this endorsement, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS are amended as follows:

1. The following is added to Duties In The Event of Occurrence, Offense, Claim or Suit:

- a. An additional insured under this endorsement will as soon as practicable:
 - (1) Give written notice of an "occurrence" or an offense to us which may result in a claim or "suit" under this insurance:
 - (2) Unless the Written Contract requires this Coverage Part to be primary or primary noncontributory, tender the defense and indemnity of any claim or "suit" to any other Insurer which also has insurance for a loss we cover under this Coverage Part; and
 - (3) Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- b. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 01/12/2026**Committee Agenda type:** Consent**Council Meeting Date:** 02/02/2026

		Date Rec'd	1/6/2026
		Clerk's File #	OPR 2023-0026
		Cross Ref #	
		Project #	
Submitting Dept	SOLID WASTE DISPOSAL	Bid #	IPWQ 5678-22
Contact Name/Phone	TRACE 625-6524	Requisition #	CR 28205
Contact E-Mail	TBRADBURN@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? YES	
Agenda Item Name	CONTRACT RENEWAL FOR ANNUAL HVAC SERVICES - MCKINSTRY CO., LLC		

Agenda Wording

Contract renewal 3 of 3 with McKinstry Co., LLC (Spokane, WA) for HVAC services at the Waste to Energy Facility from 3/1/2026-2/28/2027 and a total cost not to exceed \$100,000.00, plus tax.

Summary (Background)

The Waste to Energy Facility utilizes HVAC systems in all areas of the plant as well as the Administration Building. This equipment requires quarterly inspections and as-needed repairs to maintain safe and efficient operation of the facility and equipment. On December 21, 2022, bidding closed on IPWQ 5678-22 for scheduled and unscheduled maintenance to the HVAC systems at the Waste to Energy Facility. McKinstry was the low-cost bidder and awarded a one year contract, with the possibility of four (4) additional one-year renewals. This will be the last renewal and prices have been updated to reflect current prevailing wage rates.

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	\$
<u>Narrative</u>	
This is a routine repair and maintenance service expense that is planned for annually in the Solid Waste Disposal budget. Funds are spent as-needed.	
Amount	
Expense	\$ 100,000.00
Select	\$
Budget Account	
	# 4490-44100-37148-54803-34002
	#
	#
	#
	#
	#
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	
Dept Head	AVERYT, CHRIS
Division Director	FEIST, MARLENE
Accounting Manager	ALBIN-MOORE, ANGELA
Legal	SCHOEDEL, ELIZABETH
For the Mayor	PICCOLO, MIKE
Additional Approvals	
<u>PURCHASING</u>	PRINCE, THEA
Distribution List	
Paul Steinheiser, paulst@mckinstry.com	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	



CITY OF SPOKANE
CONTRACT RENEWAL #3 of 3
Title: PREVENTATIVE MAINTENANCE
AGREEMENT – IPWQ 5678-22

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **McKINSTRY CO., LLC.**, whose address is 601 East Riverside Avenue, Suite 510, Spokane, Washington 99202, as (“Contractor”), individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Annual HVAC Services – Scheduled and Unscheduled Preventative Maintenance located at the Waste to Energy Facility; and

WHEREAS, the original Contract provided for three (3) additional one-year renewals, with this being the third of those renewals.

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

1. CONTRACT DOCUMENTS.

The Contract, dated January 18, 2023, and January 19, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. TERM.

This Contract Renewal shall become effective on March 1, 2026, and end on February 28, 2027, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION.

The City shall pay an estimated amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, plus applicable tax, for everything furnished and done under this Contract Renewal, in accordance with the Pricing and Service Schedule from the original contract based on unit pricing. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the Original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

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

McKINSTRY CO., LLC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Certificate Regarding Debarment
Exhibit B - 3rd Renewal Pricing dated December 12, 2025

25-265

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

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

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

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

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

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT B



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

Annual HVAC Services - WTEF Scheduled and Unscheduled- PW Maint - On Call

Service Contract OPR 2023-0026	Base Year Period	First Renewal	Second Renewal	Third Renewal
	3/1/2023 Through 2/28/2024	3/1/2024 Through 2/28/2025	3/1/2025 Through 2/28/2026	3/1/2026 Through 2/28/2027

Scheduled Service: Scheduled Service: Quarterly/Preventative Maintenance inclusive of all labor, travel, material cost (to include but not limited to filters, belts, gaskets, oils, lubricants) to perform all required Quarterly/Preventative Maintenance requirements that for a 12 month period. Enter all-inclusive YEARLY COST for the 12-month period to be incurred here. Cost should not include tax.	YEARLY COST for the 12-month period to be incurred here.	YEARLY COST for the 12-month period to be incurred here.	YEARLY COST for the 12-month period to be incurred here.	YEARLY COST for the 12-month period to be incurred here.
	\$12,506.00	\$23,886.25	\$24,841.70	\$25,835

Unscheduled Service: Cost per Unscheduled Service Call. Thirty-four (34) unscheduled calls are estimated for a 12-month period, with 4 being emergency calls and 30 being non-emergency calls. Enter the Travel Cost to be incurred per-an-individual call out.	Estimated Quantity More Or Less	Straight Rate		Straight Rate		Straight Rate		Straight Rate	
	34	\$130	\$4,420	\$135	\$4,590	\$138	\$4,692	\$155	\$5,270

Unscheduled Service: Percentage Markup for unscheduled service will remain unchanged throughout the life of the contract and any renewals.	Estimated Quantity More Or Less	25%	25%	25%	25%
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Unscheduled Service: Straight Time Rate Overtime Rate Emergency Work Rate Holiday Rate	Estimated Quantity More Or Less	150	\$130.00	\$19,500.00	\$135	\$20,250	\$138	\$20,700	\$155	\$23,250
		50	\$195.00	\$9,750.00	\$203	\$10,150	\$207	\$10,350	\$232.50	\$11,625
		16	\$260.00	\$4,160.00	\$270	\$4,320	\$276	\$4,416	\$310	\$4,960
			\$260.00		\$270		\$276		\$310	

Subtotal	\$50,336.00	\$63,196.25	\$64,999.70	\$70,940
Applicable Tax	\$4,530.24	\$5,687.66	\$5,849.97	\$6,455.54
Extended Total	\$54,866.24	\$68,883.91	\$70,849.67	\$77,395.54

McKinstry Kiel Hutchinson KielH@mckinstry.com 208 446 4500	Base Year Pricing Per McKinstry bid response to IPWQ 5678-22	NAME:	KIEL HUTCHINSON
DocuSign POINT OF CONTRACT Paul Steinheiser Phone 206 391 1673 paulst@mckinstry.com		SIGNATURE:	<i>[Handwritten Signature]</i>
		DATE:	12/12/25



< Business Lookup

License Information:

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

Entity name: MCKINSTRY CO., LLC

Business name: MCKINSTRY CO., LLC

Entity type: [Limited Liability Company](#)

UBI #: 602-569-922

Business ID: 001

Location ID: 0002

Location: Active

Location address: 9470 W 21ST AVE
SPOKANE WA 99224-1229

Mailing address: PO BOX 24567
SEATTLE WA 98124-0567

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
Airway Heights General Business - Non-Resident	2929			Active	Jan-31-2027	Jan-03-2019
East Wenatchee General Business - Non-Resident				Active	Jan-31-2027	Jun-08-2017
Moses Lake General Business - Non-Resident	BUS1998-00872			Active	Jan-31-2027	Jan-23-1998
Spokane General Business	T11103486BUS			Active	Jan-31-2027	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ALLEN, DEAN	
HAGAR, JOSEPH	
PEDERSEN, JAMIE	

Registered Trade Names

Registered trade names	Status	First issued
MCKINSTRY	Active	Jan-09-2006
MCKINSTRY CO.	Active	Jan-09-2006
MCKINSTRY ELECTRICAL	Active	Dec-18-2013

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 1/6/2026 1:29:27 PM



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
 - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
 - (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:
 - (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
 - (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, 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 or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

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

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

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

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

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

(2) If a claim is made or "suit" is brought against the additional insured:

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

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OTHER INSURANCE – DESIGNATED ADDITIONAL
INSUREDS – PRIMARY WITH RESPECT TO CERTAIN
OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE OF DESIGNATED ADDITIONAL INSUREDS

Any person or organization that qualifies as an additional insured under such other endorsement to this Coverage Part, if you agree in a written contract to include such person or organization as an additional insured on this Coverage Part and such written contract:

- a. Specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis; and
- b. Was signed and executed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed

PROVISIONS

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

The insurance afforded under this Coverage Part to any additional insured shown in the Schedule Of

Designated Additional Insureds is primary to any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

- | | |
|--|---|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> | <p>C. Incidental Medical Malpractice</p> <p>D. Blanket Waiver Of Subrogation</p> <p>E. Contractual Liability – Railroads</p> <p>F. Damage To Premises Rented To You</p> |
|--|---|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

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

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

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

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

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

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

- b.** A trust;

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

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

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

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a.** Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b.** Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

C. INCIDENTAL MEDICAL MALPRACTICE

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

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

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

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

- (a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

- (b)** First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

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

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

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

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

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

"Incidental medical services" means:

- a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

- b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

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

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

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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

- a.** "Bodily injury" or "property damage" that occurs; or

- b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

- c.** Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TOTAL AGGREGATE LIMIT OTHER THAN PROJECTS
AND DESIGNATED PROJECT AND LOCATION
AGGREGATE LIMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS

LIMITS OF INSURANCE

Total Aggregate Limit (Other Than Projects and Products-Completed Operations)	\$ 25,000,000
Designated Location Aggregate Limit (Other Than Products-Completed Operations)	\$ 4,000,000
Designated Project Aggregate Limit (Other Than Products-Completed Operations)	\$ 4,000,000
General Aggregate Limit (Other Than Products-Completed Operations)	\$ 4,000,000

Designated Projects:

Each "project" away from premises owned by or rented to you
Designated Locations: Each premises owned by or rented to you

Designated Locations:

Each premises owned by or rented to you

PROVISIONS

- | | |
|---|---|
| <p>1. The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.</p> <p>2. The following replaces Paragraph 1. of SECTION III – LIMITS OF INSURANCE:</p> | <p>1. The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:</p> <p>a. Insureds;</p> <p>b. Claims made or "suits" brought;</p> |
|---|---|

COMMERCIAL GENERAL LIABILITY

- c. Persons or organizations making claims or bringing "suits"; or
 - d. "Projects" or "locations".
- 3. The following replaces Paragraph 2. of **SECTION III – LIMITS OF INSURANCE:**
 - 2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:
 - (1) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - (2) Damages under Coverage B; and
 - (3) Medical expenses under Coverage C.
 - b. The Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
 - (1) The Designated Project Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
 - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;that can be attributed only to operations at a single "project".
 - (2) The Designated Project Aggregate Limit applies separately to each "project".
 - (3) The Designated Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
 - (4) The Designated Project Aggregate Limit does not apply to damages under Coverage B. Instead, the General Aggregate Limit described in Paragraph 2.d. below applies to such damages.
 - (5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce the Designated Project Aggregate Limit for the applicable "project". Such payments will not reduce the Total Aggregate Limit, the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.
- c. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
 - (1) The Designated Location Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
 - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;that can be attributed only to operations at a single "location".
 - (2) The Designated Location Aggregate Limit applies separately to each "location".
 - (3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
 - (4) The Designated Location Aggregate Limit does not apply to damages ssunder Coverage B. Instead, the General Aggregate Limit described in

Paragraph **2.d.** below applies to such damages.

- (5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The Designated Location Aggregate Limit for the applicable "location".

Such payments will not reduce the General Aggregate Limit described in Paragraph **2.d.** below, the Designated Project Aggregate Limit or the Designated Location Aggregate Limit for any other "location".

- d. Subject to the Total Aggregate Limit described in Paragraph **2.a.** above, the General Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

- (1) The General Aggregate Limit is the most we will pay for the sum of:

- (a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences", and medical expenses under Coverage **C** for "bodily injury" caused by accidents, that cannot be attributed only to operations at a single "project" or a single "location"; and
- (b) Damages under Coverage **B**.

- (2) The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.

- (3) Any payments made for damages or medical expenses to which the

General Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The General Aggregate Limit.

Such payments will not reduce the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

4. The following replaces Paragraph **3.** of **SECTION III – LIMITS OF INSURANCE:**

3. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay under Coverage **A** for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages will not reduce the Total Aggregate Limit, the General Aggregate Limit, the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

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

"Location" means any designated location shown in the Schedule – Limits Of Insurance And Designated Projects and Locations that is owned by or rented to you. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "location".

"Project" means any designated project shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is away from premises owned by or rented to you and at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "project".



Agenda Sheet for City Council:

Committee: PIES **Date:** 01/12/2026

Committee Agenda type: Consent

Council Meeting Date: 02/02/2026

		Date Rec'd	1/6/2026
		Clerk's File #	OPR 2022-0169
		Cross Ref #	
		Project #	
Submitting Dept	SOLID WASTE DISPOSAL	Bid #	IRFQU 5563-22
Contact Name/Phone	TRACE 625-6524	Requisition #	CR 28204
Contact E-Mail	TBRADBURN@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 LANDFILL GROUNDWATER MONITORING SERVICES		

Agenda Wording

Contract renewal 2 of 2 with Jacobs Engineering Group, Inc. (Spokane, WA) for landfill groundwater monitoring, data analysis and report writing services from 3/10/2026-3/9/2027 and a total cost not to exceed \$49,000.00, plus tax.

Summary (Background)

The City's Northside Landfill open and closed Municipal Solid Waste cells, and the Southside Landfill closed cell, each have unique groundwater monitoring plans as required by Chapter 18.220 RCW, WAC 173-351-400(2)(f), WAC 173-304 and the associated solid waste permits. On January 12, 2022, bidding closed on IRFQU 5563-22 for Groundwater Monitoring, Data Analysis and Report Writing Services. Jacobs Engineering was the most qualified respondent and awarded a three year contract with the option of two additional one-year renewals. This will be the final 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	\$ 49,000.00		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
This is a routine professional services expense that is planned for annually in the Solid Waste Disposal-Landfill budget.			
Amount			
Budget Account			
Expense \$ 19,000.00	# 4530-44800-53748-54201		
Expense \$ 16,000.00	# 4530-44850-53748-54201		
Expense \$ 14,000.00	# 4530-44600-53748-54201		
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	BRADBURN, TRACE	<u>PURCHASING</u>	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		
Distribution List			
		mdorgan@spokanecity.org	
jsalstrom@spokanecity.org		tprince@spokanecity.org	
rrinderle@spokanecity.org			



City of Spokane
CONTRACT RENEWAL #2 of 2
**Title: GROUNDWATER MONITORING DATA
ANALYSIS AND REPORT WRITING SERVICES**

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Jacobs Engineering Group, Inc.**, whose address is 999 West Riverside Avenue, Suite 500, Spokane, Washington 99201-1005, as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Groundwater Monitoring Data Analysis and Report Writing Services, in accordance with IRFQu 5563-22; and

WHEREAS, the initial contract provided for two (2) additional one-year renewals, with this being the second of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated March 21, 2022, 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 March 10, 2026, and shall end March 9, 2027.

3. COMPENSATION.

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

4. DEBARMENT AND SUSPENSION.

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

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

JACOBS ENGINEERING GROUP, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Certificate of Debarment
Contract Renewal – Renewal pricing remains unchanged

U2025-131a

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.

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



< Business Lookup

License Information:

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

Entity name: JACOBS ENGINEERING GROUP INC.

Business name: JACOBS ENGINEERING GROUP INC.

Entity type: [Profit Corporation](#)

UBI #: 601-008-037

Business ID: 001

Location ID: 0005

Location: Active

Location address: 999 W RIVERSIDE AVE
STE 500
SPOKANE WA 99201-1005

Mailing address: 6312 S FIDDLERS GREEN CIR
STE 300N
GREENWOOD VILLAGE CO 80111-4927

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	Feb-28-2026	Oct-30-2018

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BANGE, SCOTT	
HANBICKI, EDWARD	
HSU, CHIN CHANG (MIKE)	
JOHNSON, JUSTIN	
PRAGADA, ROBERT V.	

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 11/25/2025 12:26:55 PM

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Don't see what you expected?
[Check if your browser is supported](#)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/28/2025

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 LIC #0437153 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071 USA	1-212-948-1306	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No): 1-212-948-1306
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 555 South Flower Street, Suite 3200 Los Angeles, CA 90071 USA		INSURER(S) AFFORDING COVERAGE	
		INSURER A: ACE AMER INS CO	NAIC # 22667
		INSURER B: INDEMNITY INS CO OF NORTH AMER	43575
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 752015481

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G48977145	07/01/25	07/01/26	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H11371504	07/01/25	07/01/26	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WLR C72792919 STOP-GAP COV	07/01/25	07/01/26	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY			EON G21655065 016	07/01/25	07/01/26	PER CLAIM/PER AGG 1,000,000

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

PROJECT MGR: Dorothy Javorsky. CONTRACT MGR: Dorothy Javorsky. RE: Consultant Agreement 3/10/22: Groundwater Monitoring Data Analysis & Report Writing Services. CONTRACT NUMBER: OPR 2022-0169. CONTRACT END DATE: 2025-03-09. PROJECT NUMBER: IRFQU 5563-22. SECTOR: Private. City of Spokane, its officers and employees are added as an additional insured for general liability as respects the negligence of the insured in the performance of insured's services to certificate holder under contract for captioned work. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane 808 W. Spokane Falls Blvd. Spokane, WA 99201 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
05/28/2025

NAME OF INSURED: Jacobs Engineering Group Inc.

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 01/12/2026**Committee Agenda type:** Consent**Council Meeting Date:** 02/02/2026

Date Rec'd	12/24/2025
Clerk's File #	OPR 2023-1125
Cross Ref #	OPR 2023-0699/OPR 2025-0553
Project #	

Submitting Dept	WASTEWATER MANAGEMENT	Bid #	
Contact Name/Phone	JAMES GEORGE 7908	Requisition #	
Contact E-Mail	JGEORGE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE ZZAPPONE		

Sponsoring at Administrators Request	NO	
Lease? NO	Grant Related? YES	Public Works? YES

Agenda Item Name | CONSENT TO AMEND EVERGREEN STORMH2O CONTRACT OPR 2023-1125 TO**Agenda Wording**

Consent request to increase the amount of an existing consultant contract by \$38,907 of 100% reimbursable funds per grant WQC-203-Spokane-00120. The funds are necessary to continue to monitor the efficacy of 6PPQ removal from stormwater by green infrastructure per TAPE protocols. 6PPDQ chemical is an emergent stormwater contaminant present in vehicle tires that is toxic to rainbow trout and lethal to Coho salmon.

Summary (Background)

Washington State Department of Ecology recently established 6PPD as a priority pollutant, and Washington Senate Bill 5931 (effective June 6, 2024) addresses 6PPD in tires through the Safer Products for Washington program. Legislative Proviso 6PPDQ (25-27) provided budget to Ecology to support 6PPDQ studies on an annual basis. This is the second amendment to grant contract WQC-203-Spokane-00120 to provide funding for Task 7 6PPDQ monitoring.

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 outcome of the project will inform environmental decisions statewide across all 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?

This work is designed to manage costs and continue service delivery in support of all citizens and ratepayers. It will not impact race, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors. Stormwater pollutant removal efficiency data will be collected in accordance with an Ecology approved Quality Assurance Project Plan using established scientific principles.

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. The data will be collected in accordance with an Ecology approved Quality Assurance Project Plan that adheres to the rigorous standards of Ecology’s TAPE program, which is the agency vehicle for approval of emergent stormwater treatment technologies.

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 proposed increase in grant funding, and associated contract amendment, will provide additional support to a project that is evaluating stormwater management tools that are more water conservative while also treating stormwater. The proposal aligns with the goals and strategies of the City of Spokane’s Comprehensive and Sustainability Action Plans.

	Comprehensive Plan Goals	Capital Facilities and Utilities Goal
5 - Environmental Concerns	Policy CFU 5.2 Water Conservation	Policy CFU 5.3 Stormwater
Natural Environment Goal 1 – Water Quality	Policy NE 1.2 Stormwater Techniques	Natural

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost	\$ 0.00		
Current Year Cost	\$ 0.00		
Subsequent Year(s) Cost	\$ 0.00		
Narrative			
The TAPE project is being managed under the Wastewater Management stormwater budget 4330-43354-35148-54201, however, the additional funding is 100% reimbursable and the total final cost to the City of Spokane for the additional \$38,907 funds is \$0.00			
Amount			
Budget Account			
Neutral \$ 0.00	# 4330-43354-35148-54201-99999		
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.)			
The grant funds are 100% reimbursable and specific to 6PPD monitoring during the ongoing grant funded TAPE project.			
Approvals			
Additional Approvals			
Dept Head	GENNETT, RAYLENE	ACCOUNTING -	BROWN, SKYLER
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		
Distribution List			
Aimee S Navickis-Brasch		sspence@spokanecity.org	
kkeck@spokanecity.org		jgeorge@spokanecity.org	
Tax & Licenses		rkirby@spokanecity.org	
rgennett@spokanecity.org			

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	January 12, 2026
Submitting Department	Wastewater Management – Stormwater
Contact Name	James George III (Trey)
Contact Email & Phone	jgeorge@spokanecity.org 509-625-7908
Council Sponsor(s)	Wilkerson, Klitzke, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Consent to amend Evergreen StormH2O contract OPR 2023-1125 to increase the total budget by an additional \$38,907
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Consent request to increase the amount of an existing consultant contract by \$38,907 of 100% reimbursable funds per grant WQC-203-Spokane-00120. The funds are necessary to continue to monitor the efficacy of 6PPQ removal from stormwater by green infrastructure per TAPE protocols. 6PPDQ chemical is an emergent stormwater contaminant present in vehicle tires that is toxic to rainbow trout and lethal to Coho salmon.</p> <p>Washington State Department of Ecology recently established 6PPD as a priority pollutant, and Washington Senate Bill 5931 (effective June 6, 2024) addresses 6PPD in tires through the Safer Products for Washington program. Legislative Proviso 6PPDQ (25-27) provided budget to Ecology to support 6PPDQ studies on an annual basis. This is the second amendment to grant contract WQC-203-Spokane-00120 to provide funding for Task 7 6PPDQ monitoring.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$0.00 (100% reimbursable)</u></p> <p> Current year cost: \$0</p> <p> Subsequent year(s) cost: \$0</p> <p>Narrative: <u>The TAPE project is being managed under the Wastewater Management stormwater budget 4330-43354-35148-54201, however, the additional funding is 100% reimbursable and the total final cost to the City of Spokane for the additional \$38,907 funds is \$0.00.</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Grant</p> <p>Is this funding source sustainable for future years, months, etc? N/A</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> <p>The grant funds are 100% reimbursable and specific to 6PPD monitoring during the ongoing grant funded TAPE project.</p>	
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 outcome of the project will inform environmental decisions statewide across all 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?

This work is designed to manage costs and continue service delivery in support of all citizens and ratepayers. It will not impact race, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors. Stormwater pollutant removal efficiency data will be collected in accordance with an Ecology approved Quality Assurance Project Plan using established scientific principles.

- 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. The data will be collected in accordance with an Ecology approved Quality Assurance Project Plan that adheres to the rigorous standards of Ecology's TAPE program, which is the agency vehicle for approval of emergent stormwater treatment technologies.

- 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 proposed increase in grant funding, and associated contract amendment, will provide additional support to a project that is evaluating stormwater management tools that are more water conservative while also treating stormwater. The proposal aligns with the goals and strategies of the City of Spokane's Comprehensive and Sustainability Action Plans.

Comprehensive Plan Goals

Capital Facilities and Utilities Goal 5 - Environmental Concerns

Policy CFU 5.2 Water Conservation

Policy CFU 5.3 Stormwater

Natural Environment Goal 1 – Water Quality

Policy NE 1.2 Stormwater Techniques

Natural Environment Goal 2 – Sustainable Water Quantity

Policy NE 2.1 Water Conservation

Sustainability Action Plan Strategies

Water Resources Strategy 5 - Improve Stormwater Management

Priority Action WR 5.1 Invest in stormwater management innovations

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
CONTRACT AMENDMENT #2
Title: **NON-VEGETATED BIORETENTION
TAPE STUDY PROJECT**

This Contract Amendment is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and **NB Engineering dba Evergreen StormH20**, whose address is PO Box 18912, Spokane, Washington 99228 as (“Consultant”), individually hereafter referenced as a “Party”, and together as the “Parties”.

*WHEREAS, the parties entered into a Contract wherein the **Consultant** agreed to perform a Tape Study Project to Determine if two different BSN without vegetation can meet the TAPE treatment performance goals; and*

WHEREAS, a change or revision of the Work has been requested, 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 15, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on July 1, 2025, and shall end June 30, 2027.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is revised to include the following:

Additional work is required to Task 7, in accordance with attached Exhibit A. Task 7 covers work associated with collection and analyzing 6PPD-quinone (6PPD-q) at the bioretention test site.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **THIRTY-EIGHT THOUSAND NINE HUNDRED SEVEN AND NO/100 DOLLARS (\$38,907.00)**, plus sales tax if applicable, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

**NB ENGINEERING dba
EVERGREEN STORMH20**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A - Amended Scope of Work document under Agreement No: WQC-2023-Spokane-00120
– Evergreen Amendment #2 to add additional work to Task 7.

U2025-126

EXHIBIT A



**AMENDMENT NO. 2
TO AGREEMENT NO. WQC-2023-Spokane-00120
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
City of Spokane**

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and City of Spokane (RECIPIENT) for the Bioretention Soil Media Study: Development of Non-Vegetated BMPs (PROJECT).

This amendment adds \$38,907.00 in 6PPD Proviso (25-27) funding to the AGREEMENT to add additional 6PPD-q testing to the scope of the project. This amendment modifies the Scope of Work as follows:

1. Tasks 1-6 remain unchanged.
2. Task 7 - Task Description C: Field sampling collected in accordance with the QAPP is increased from 8 monitoring events to 12 monitoring events. The total number of samples is increased from 24 samples to 36 samples.
3. 6PPD Proviso (25-27) funding in the amount of \$38,907.00 is added to the AGREEMENT. The Total Eligible Cost is increased by \$38,907.00, from \$442,156.00 to \$481,063.00. The SFAP funding remains unchanged.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Total Cost:

Original: 442,156.00 Amended: 481,063.00

Total Eligible Cost:

Original: 442,156.00 Amended: 481,063.00

CHANGES TO THE BUDGET

Funding Distribution EG260327

Funding Title: 6PPD Proviso (25-27)

Funding Type: Grant

Funding Effective Date: 07/01/2025

Funding Expiration Date: 06/30/2027

Funding Source:

Title: 6PPD WQP Proviso

Fund: FD
 Type: State
 Funding Source %: 100%
 Description: Model Toxics Control Operating Account (MTCOA)

Approved Indirect Costs Rate: Approved State Indirect: 30 %
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

6PPD Proviso (25-27)	Task Total
6PPD-quinone Sampling and Analysis	\$ 38,907.00

Total: \$ 38,907.00

CHANGES TO THE BUDGET

Funding Distribution EG250002

Funding Title: 6PPD Proviso
 Funding Type: Grant
 Funding Effective Date: 07/01/2023 Funding Expiration Date: 06/30/2025
 Funding Source:

Title: 6PPD WQP Proviso
 Fund: FD
 Type: State
 Funding Source %: 100%
 Description: Model Toxics Control Operating Account (MTCOA)

Approved Indirect Costs Rate: Approved State Indirect: 30 %
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

6PPD Proviso	Task Total
6PPD-quinone Sampling and Analysis	\$ 42,156.00

Total: \$ 42,156.00

CHANGES TO THE BUDGET

Funding Distribution EG240275

Funding Title: SFAP
 Funding Type: Grant
 Funding Effective Date: 07/01/2022 Funding Expiration Date: 06/30/2027
 Funding Source:

Title: SFAP - SFY23
 Fund: FD
 Type: State
 Funding Source %: 100%
 Description: Model Toxics Control Capital Account(MTCCA) Stormwater

Approved Indirect Costs Rate: Approved State Indirect: 30 %
 Recipient Match %: 25%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Grant and Loan Administration	\$ 15,525.00
Project Coordination	\$ 60,278.00
Study Preparation	\$ 110,924.00
Data Collection and Analysis	\$ 171,588.00
Reporting	\$ 41,685.00
Project Close Out	\$ 0.00

Total: \$ 400,000.00

CHANGES TO SCOPE OF WORK

Task Number: 1 Task Cost: \$15,525.00

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall 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 available 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 or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.
- * Properly maintained project documentation.

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	

CHANGES TO SCOPE OF WORK

Task Number: 7

Task Cost: \$81,063.00

Task Title: 6PPD-quinone Sampling and Analysis

Task Description:

The RECIPIENT will ensure the following items are complete and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

The RECIPIENT will submit the 6PPD-q sampling and analysis in accordance with ECOLOGY’s standards and policies.

The RECIPIENT will:

A. Construct the BMPs according to the plans/specifications developed for modifying the test site in Task 3. Additional charges for purchasing and shipping the HPBSM may be charged to this task.

B. Develop a QAPP addendum to include 6PPD-q testing. The addendum should include 6PPD-q sample collection, laboratory analysis, and development of a fact sheet.

1. Submit the QAPP addendum and respond to ECOLOGY comments.

C. Collect field samples in accordance with the QAPP for 12 monitoring events for a total of 36 samples.

1. Coordinate with an Ecology laboratory accredited for 6PPD-q analysis as listed in the QAPP.

2. Submit the testing results to ECOLOGY.

3. Conduct two audits to confirm the consultant team is following the procedures defined in the QAPP addendum.

Submit the summarized the audit findings to ECOLOGY.

D. Analyze the data using the methods outlined in the QAPP.

1. Develop a 6PPD-q fact sheet that includes a summary of work complete, data analysis methods, and results.

2. Upload the 6PPD-q data to the International BMP Database Format.

Task Goal Statement:

The RECIPIENT will complete all Task 7 submittals in a timely manner.

Task Expected Outcome:

Identify whether 6PPD-q reduction is achieved and the level of reduction. An additional outcome of this task would be that the 6PPD-q data from this project will be available to stormwater professionals throughout the world.

Deliverables

Number	Description	Due Date
7.1	6PPD-q Draft and Final QAPP Addendum Upload to EAGL and notify ECOLOGY.	

7.2	6PPD-q Water Quality Testing Results Upload to EAGL and notify ECOLOGY.	
7.3	6PPD-q Audit Summary and Results Upload to EAGL and notify ECOLOGY.	
7.4	6PPD-q Fact Sheet Upload to EAGL and notify ECOLOGY.	
7.5	6PPD-q Data Compiled to International BMP Database Format Notify ECOLOGY when upload is complete.	

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	25 %	\$ 100,000.00	\$ 300,000.00	\$ 400,000.00
6PPD Proviso	0 %	\$ 0.00	\$ 42,156.00	\$ 42,156.00
6PPD Proviso (25-27)	0 %	\$ 0.00	\$ 38,907.00	\$ 38,907.00
Total		\$ 100,000.00	\$ 381,063.00	\$ 481,063.00

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 06/30/2025.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

City of Spokane

By:  11/12/2025

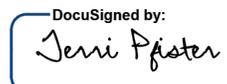
Jon Kenning, PhD Date
Water Quality
Program Manager

By:  11/11/2025

Marlene C Feist Date
Public Works Director

Elizabeth Schoedel
 11/4/2025

Assistant City Attorney Date

Terri Pfister
 11/11/2025

City Clerk Date

Template Approved to Form by
Attorney General's Office

Certificate Of Completion

Envelope Id: 51E3E8EC-F1DE-4A57-8B89-09E4CE066BDA

Status: Completed

Subject: Amendment for Signature

Source Envelope:

Document Pages: 8

Signatures: 4

Envelope Originator:

Certificate Pages: 3

Initials: 0

Joe Kinerk

AutoNav: Enabled

P.O. Box 47600

Envelopeld Stamping: Enabled

Olympia, WA 98504

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

joek461@ecy.wa.gov

IP Address: 162.10.9.34

Record Tracking

Status: Original

Holder: Joe Kinerk

Location: DocuSign

11/4/2025 2:08:34 PM

joek461@ecy.wa.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington State Department of Ecology

Location: Docusign

Signer Events

Elizabeth Schoedel

eschoedel@spokanecity.org

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

7F7925ECFABB4B4...

Timestamp

Sent: 11/4/2025 2:14:10 PM

Viewed: 11/4/2025 4:12:24 PM

Signed: 11/4/2025 4:12:31 PM

Signature Adoption: Pre-selected Style

Using IP Address: 155.190.3.7

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Marlene Feist

mfeist@spokanecity.org

Security Level: Email, Account Authentication
(None)

Signed by:

D3EAA62F7EE64E0...

Sent: 11/4/2025 4:12:33 PM

Viewed: 11/11/2025 8:49:38 AM

Signed: 11/11/2025 8:49:56 AM

Signature Adoption: Pre-selected Style

Using IP Address: 155.190.3.6

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Terri Pfister

tpfister@spokanecity.org

Security Level: Email, Account Authentication
(None)

DocuSigned by:

CC56CBA4DCC84D6...

Sent: 11/11/2025 8:49:58 AM

Viewed: 11/11/2025 10:16:37 AM

Signed: 11/11/2025 10:16:55 AM

Signature Adoption: Pre-selected Style

Using IP Address: 155.190.3.5

Electronic Record and Signature Disclosure:

Not Offered via Docusign

David Giglio

dgig461@ecy.wa.gov

Security Level: Email, Account Authentication
(None)

DocuSigned by:

2888ABAF82BC476...

Sent: 11/12/2025 7:55:34 AM

Viewed: 11/12/2025 8:05:13 AM

Signed: 11/12/2025 8:05:32 AM

Signature Adoption: Uploaded Signature Image

Using IP Address: 162.10.9.33

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events	Status	Timestamp
Joe Kinerk joek461@ecy.wa.gov Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">VIEWED</div>	Sent: 11/11/2025 10:16:56 AM Viewed: 11/12/2025 7:55:26 AM Completed: 11/12/2025 7:55:33 AM
Using IP Address: 162.10.9.31		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
Trey George tgeorge@spokanecity.org Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	Sent: 11/4/2025 2:14:11 PM Viewed: 11/5/2025 1:16:11 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Elaine Markham elma461@ecy.wa.gov Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	Sent: 11/12/2025 7:55:33 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Kimberly Adams kjun461@ecy.wa.gov Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	Sent: 11/12/2025 7:55:33 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Elaine Markham elma461@ecy.wa.gov Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	Sent: 11/12/2025 8:05:33 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Kimberly Adams kjun461@ecy.wa.gov Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	Sent: 11/12/2025 8:05:33 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	11/12/2025 8:05:32 AM
Completed	Security Checked	11/12/2025 8:05:33 AM

Payment Events

Status

Timestamps

Project Title: Bioretention Soil Media Study: Development of Non-Vegetated BMPs
Agreement No.: WQC-2023-Spokane-00120
Amendment No: 2

BACKGROUND AND PURPOSE

The City of Spokane was awarded the above noted Ecology Water Quality Grant to conduct a project to evaluate the treatment performance of a 60:40 bioretention soil media (BSM) and the high performance BSM (HPBSM) without the presence of vegetation. This Amendment #2 adds the Task 7 work added by Amendment #1 and the following services to Ecology agreement number WQC-2023-Spokane-00120.

Task 7 6PPD Sampling and Analysis

Task 7 covers work associated with collecting and analyzing 6PPD-quinone (6PPD-q) at the bioretention test site, which is in addition to the scope of work contained in Tasks 1-6 of agreement number WQC-2023-Spokane-00120.

Services

- **7.1 Field Sampling**
 - Collect split samples for one influent and two effluent composites for 6PPD-q for up to twelve (12) monitoring events for a total of 36 samples. The influent sample will be collected from the parking lot runoff and the effluent samples will be collected from both the 60:40 BSM and HPBSM Type 2 bioretention cells at the field site.
 - Collect field duplicates for 10% of the samples collected during monitoring events.
 - Coordinate with an Ecology laboratory accredited for 6PPD-q analysis to obtain clean and sealed sample bottles prior to the date sampling will occur.
 - Follow the QAPP addendum procedures to collect, preserve, and package sample bottles for priority shipment to the laboratory. This will include filling out the chain of custody form and coordinating with the laboratory's shipment receiving office to ensure they will be present and prepared to receive the samples within the time frame defined in the QAPP Addendum.
 - Conduct two (2) audits to confirm the Consultant team is following the procedures defined in the QAPP addendum related to 6PPD-q. This is expected to include modifying the audit report template in the QAPP to include items specific to 6PPD-q and summarizing the audit findings.

- **7.2 Data Analysis, Management, and Reporting**
 - Analyze the data using the methods defined in the QAPP for influent and effluent from each cell to characterize concentrations central tendency and evaluate the pollutant removal efficiency.
 - Develop a draft and final 2-page fact sheet that includes a summary of work complete, data analysis methods, and results.
 - Upload the data collected and analyzed from the project to the International BMP Database (BMPDB). This will include organizing and compiling the data into the BMPDB required format, providing information about the BMP monitored, monitoring events, and results of the monitoring events.

- **7.3 Project Management and Coordination**

- Manage and coordinate the work contained in this amendment. No additional subtask 7.3 deliverables will be added by this amendment because the work described in this subtask can be added to the deliverables included in the original agreement. As such, fees for this subtask have been distributed to the other deliverables and are approximately 10% of the amendment budget. The work associated with this subtask is expected to include:
 - Project Management - Coordinate with and manage the consultant team to successfully complete the work described in this amendment. This will include coordinating all technical aspects of the project in accordance with the approved QAPP amendment and tracking the project budget. This work also includes amendment set up and close-out as well as preparing any amendments to this contract if needed.
 - Client and TAC Meetings – Prepare for and organize meetings with the City of Spokane and the TAC. The purpose of these meetings is to discuss the draft QAPP addendum and our comments/questions, coordinate and discuss our progress/questions related to sample collection and shipping.
 - Progress Reports & Invoices – Summarize the Task 7 work in monthly progress reports, invoices, and progress report and quarterly payment requests (PRPR).

Assumptions

- Fees for this task include mileage to ship the samples and fees for shipping the samples overnight to the laboratory.
- Ecology will pay the laboratory directly for testing 6PPD-q samples and as such the fees for this work will not be included in this contract.
- Flow weighted 6PPD-q samples will be collected using an automated sampler.
- The data quality indicators (DQIs) and measurement performance criteria (MPCs) defined in the QAPP are sufficient for defining how quality assurance and quality control will be applied to work in the QAPP addendum as such, no new DQIs or MPCs will be developed for the QAPP addendum.
- The work associated with Task 7 must be complete by June 30, 2027.
- All other assumptions and provisions established in the Ecology agreement number WQC-2023-Spokane-00120 shall remain in place.

Budget

Table 1. Summary of Costs by Deliverable

Deliverable	Fees
D7.1 Construction Invoices	\$0
D7.2 Draft and Final QAPP Addendum	\$0
D7.3 Water Quality Testing Results	\$15,587
D7.4 Audit Summary and Results	\$1,332
D7.5 Fact Sheet (Data Management & Analysis)	\$16,860
D7.6 Data Compiled to International BMP Database Format	\$5,128

Total Contract Fees:	\$38,907
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DRAFT

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 01/12/2026**Committee Agenda type:** Consent**Date Rec'd**

1/7/2026

Clerk's File #

OPR 2023-1197

Cross Ref #**Project #**

2023117

Council Meeting Date: 02/02/2026**Submitting Dept**

ENGINEERING SERVICES

Bid #**Contact Name/Phone**

DAN BULLER 625-6391

Requisition #

MASTER

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?** NO**Agenda Item Name**

CONSTRUCTION MANAGEMENT ON CALL SERVICES - ADDITIONAL FUNDS

Agenda Wording

Contract Amendment with Parametrix, Inc., to add funds for Construction Management On-Call (Non-Federal) Services for 2026.

Summary (Background)

Parametrix was selected as the on-call construction management consultant under the process defined in RCW 39 in early 2024, with services continuing through 2026. Because we are down three employees, we need to retain Parametrix to perform construction management on several projects this summer, and to do so, we need to increase the nearly depleted original budget by \$1M to take us through the end of the year when this contract expires. Funds for this work are included in each public works construction projects for which Parametrix will be retained.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ 1,800,000.00
Current Year Cost	\$ 1,000,000.00
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Funds expended under this contract will be covered by the public works project for which Parametrix will be retained.	
Amount	
Budget Account	
Expense	\$ 1,000,000.00
Select	# Various
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	BULLER, DAN
PURCHASING	WAHL, CONNIE
Division Director	FEIST, MARLENE
Accounting Manager	ZOLLINGER, NICHOLAS
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Distribution List	
Roger Flint rflint@parametrix.com	dbuller@spokanecity.org
eraea@spokanecity.org	tax&licenses@spokanecity.org
jradams@spokanecity.org	publicworksaccounting@spokanecity.org



City of Spokane
CONTRACT AMENDMENT
Title: **2024-2025 CONSTRUCTION
MANAGEMENT FOR NON-FED AID PROJECTS**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **PARAMETRIX, INC.**, whose address is 835 North Post Street, Spokane, Washington, 99201, as (“Consultant”), individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide 2024-2025 On-Call Construction Management Services for Non-Fed Air Projects for the City; and

WHEREAS, additional funds have been requested, 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 14, 2023, and November 16, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on January 1, 2024, and shall end December 31, 2026.

3. COMPENSATION.

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

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

PARAMETRIX, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

N/A

26-007



< Business Lookup

License Information:

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

Entity name: PARAMETRIX, INC.

Business name: PARAMETRIX INC

Entity type: [Profit Corporation](#)

UBI #: 600-135-349

Business ID: 001

Location ID: 0006

Location: Active

Location address: 835 N. POST STREET, SUITE 201
BLDG 201
SPOKANE WA 99201

Mailing address: PARAMETRIX INC
1019 39TH AVE SE SUITE 100
PUYALLUP WA 98374

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	Apr-30-2026	Dec-18-2018

Owners and officers on file with the Department of Revenue

Owners and officers	Title
CUPLER, CARRIE	Treasurer
DIEMER, BRENT	Vice President

Owners and officers

Title

FLINT, ROGER

Vice President

WILLIS, JOHN

President

Registered Trade Names

Registered trade names

Status

First issued

PARAMETRIX INC

Active

Dec-18-2018

PARAMETRIX, INC

Active

Dec-30-2021

PARAMETRIX, INC.

Active

Sep-16-1986

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 1/7/2026 10:13:23 AM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2025

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

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

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549 License#: 6003745 PARAINC-01	CONTACT NAME: Maurice Thornton PHONE (A/C, No, Ext): 510-272-1476 FAX (A/C, No): E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER B : XL Specialty Insurance Co.</td> <td>37885</td> </tr> <tr> <td>INSURER C : Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER D : National Fire Insurance of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER E : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER F : Evanston Insurance Company</td> <td>35378</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Insurance Company	35289	INSURER B : XL Specialty Insurance Co.	37885	INSURER C : Valley Forge Insurance Company	20508	INSURER D : National Fire Insurance of Hartford	20478	INSURER E : Continental Casualty Company	20443	INSURER F : Evanston Insurance Company
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COVERAGES **CERTIFICATE NUMBER:** 1302493041 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: WA Stop Gap/EL	Y	Y	6050531366	11/1/2025	11/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA Stop Gap \$ 1,000,000
E	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6050531352	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A F	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	6050531433 MKLV7EUE102296	11/1/2025 11/1/2025	11/1/2026 11/1/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
C D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			6050531383 6050531402	11/1/2025 11/1/2025	11/1/2026 11/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability & Pollution Liability Included		Y	DPR5050088	11/1/2025	11/1/2026	Per Claim/1,000,000 Claims Made Retroactive Date: 01/01/1969 \$1,000,000/Agg lmt

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project Name: City of Spokane 2021-2022 On-Call Services -- City of Spokane, its officers and employees are named as Additional Insured on General Liability and Auto Liability, per policy forms, with respect to the operations of the Named Insured as required by written contract.

CERTIFICATE HOLDER City of Spokane Attn: Dan Buller 808 W. Spokane Falls Blvd. Spokane WA 99201	CANCELLATION 30 Days Notice of Cancellation SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT 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.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

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.

00020006660505313660447





Changes - Notice of Cancellation or Material Restriction Endorsement

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EMPLOYEE BENEFITS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- STOP GAP LIABILITY COVERAGE PART
- TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
- SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	030
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	PER SCHEDULE ON FILE
Address:	PER SCHEDULE ON FILE PER SCHEDULE ON FILE XX 00000

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the policy period, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

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.

1002000666050313663291



**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**.

0002000660505313660444



**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.



**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.

00020006660505313660445



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.



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.



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.:**



- (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.



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 shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

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 Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

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 Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997)

Policy No: WC 6 50531383 Policy

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 2; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/26/2026**Committee Agenda type:** Discussion**Council Meeting Date:** 02/02/2026

		Date Rec'd	1/20/2026
		Clerk's File #	ORD C36837
		Cross Ref #	
		Project #	
Submitting Dept	FINANCE, TREASURY & ADMIN	Bid #	
Contact Name/Phone	JACOB MILLER 6421	Requisition #	
Contact E-Mail	JMILLER@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	SPECIAL BUDGET ORDINANCE - ANNUAL ENCUMBRANCE CARRYOVER		

Agenda Wording

The result of the annual encumbrance carryover process is a Special Budget Ordinance (SBO) for City Council action during the February 2, 2026 meeting. The review of the encumbrances will begin January 16, 2026 and the preparation of the SBO is anticipated to take approximately two weeks. This SBO will re-appropriate funds that were not spent in 2025 and are needed in 2026 for grants, outstanding invoices, capital projects, etc.

Summary (Background)

The annual encumbrance carryover process moves expenditure authority for goods or services, encumbered but unspent in the prior fiscal year, into the current fiscal year and is covered under RCW 35.33.151. Additionally, during this annual process if it is discovered that funds were unable to be properly encumbered for various reasons, including a bid window still being open at year's end, items will be selected for re-budget. The carryover process applies to any good or service ordered prior to December 31, 2025 which has not had final payment and needs budget authority carried forward into the 2026 fiscal year to complete the transaction. Contracts, grants, and capital projects can also be encumbered through an executed contract signed by all parties involved and received by the City Clerk's Office prior to December 31. Following the close of Accounting's Period 13 for 2025, Finance staff will review all 2025 encumbrances citywide and identify valid encumbrances that will need budget authority carried forward into the 2026 budget. The result of the process is a Special Budget Ordinance (SBO) for City Council action at the February 2, 2026 meeting. The review of the encumbrances will begin January 16, 2026 and the preparation of the SBO is anticipated to take approximately two weeks. For some funds, including ARPA, this means nothing can be spent until this process is completed. The amount will be identified near January 29, 2026 after a hurried two week process shared between Accounting and Finance. Once identified, a memo will be prepared for review. For context, the five-year average for the encumbrance carryover SBO has averaged approximately \$178.4 million across all City funds. The City's General Fund portion has averaged approximately \$3.0 million over the same period.

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? NO			
Total Cost	\$ TBD 1/30/2026		
Current Year Cost	\$ TBD 1/30/2026		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount	Budget Account		
Select \$	#		
Funding Source	One-Time		
Funding Source Type	Reserves		
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence	One-Time		
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	STRATTON, JESSICA	<u>MANAGEMENT &</u>	STRATTON, JESSICA
<u>Division Director</u>	STRATTON, JESSICA		
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
sneal@spokanecity.org		jstratton@spokanecity.org	
mboston@spokanecity.org			

ORDINANCE NO C36837

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO CARRY OVER UNEXPENDED APPROPRIATIONS AT YEAR-END TO ENSURE PAYMENT OF EXISTING OBLIGATIONS, AND DECLARING AN EMERGENCY.

WHEREAS, at the end of the 2025 fiscal year there were various unexpended appropriations for uncompleted programs, improvements in progress, unfilled orders for material, equipment & supplies and unfulfilled contracts for personnel services, properly budgeted and contracted for, or pending contracts, and various outstanding grants, bond projects, and capital projects; and

WHEREAS, to complete such programs and pay such claims, it is necessary that the various funds be re-appropriated in the 2026 budget; and

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

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

Section 1. That in the budget of the various funds, the following encumbrance carryover changes be made:

Fund	Capital <small>(excl. Grants)</small>	Grant	Other	Net Total <small>(Revenue + Expense)</small>
0100 – General Fund				
1100 – Street Maintenance Fund				
1200 – Code Enforcement Fund				
1300 – Library Fund				
1360 – General Fund Grants				
1380 – Spokane Safe Streets Fund				
1390 – Urban Forestry Fund				
1400 – Parks & Recreation Fund				
1425 – American Rescue Plan				
1440 – Fire Grants – Misc.				
1460 – Parking Services Fund				
1500 – Paths & Trails Reserve Fund				
1540 – Human Services Grants Fund				
1541 – Continuum of Care				
1555 – Opioid Response Fund				
1560 – Forfeitures & Contributions Fund				
1590 – Hotel/Motel Tax Fund				
1595 – HEART Fund				
1620 – Public Safety & Judicial Grants				
1640 – Communications Bldg. M&O Fund				
1680 – Housing & Homeless Services Fund				
1690 – Comm. Development Block Grants				
1695 – CDBG Revolving Loan Fund				
1700 – Misc. Comm. Development Grants				
1710 – Home Entitlement Program				
1760 – Emergency Rental Assistance Grant				
1780 – Rental Rehabilitation Fund				
1910 – Criminal Justice Assistance Fund				
1940 – Channel Five Equip. Reserve Fund				
1950 – Park Cumulative Reserve Fund				
1970 – Spokane Fire Department Fund				
1980 – Defined Contribution Admin Fund				
1990 – Transportation Benefit Fund				
3160 – General Capital Improvements				

**Funds &
Amounts TBD**

3200 – Street Capital Fund (Arterial Streets)				
3365 – 2018 UTGO Library Capital Bond				
3501 – West Quadrant TIF				
4100 – Water and Hydroelectric Services				
4250 – Integrated Capital Management				
4300 – Wastewater Management Fund				
4480 – Solid Waste Fund				
4600 – Golf Fund				
4700 – Development Services Fund				
5100 – Fleet Services Fund				
5110 – Fleet Svcs Equip. Replacement Fund				
5200 – Public Works and Utilities				
5300 – IT Fund				
5310 – IT Capital Replacement Fund				
5600 – Accounting Services				
5700 – Spokane 311				
5750 – Office of Performance Management				
5800 – Risk Management Fund				
5810 – Workers' Compensation Fund				
5820 – Unemployment Compensation Fund				
5830 – Employees Benefits Fund				
5900 – Facilities Operating Fund				
5901 – SIP Debt Fund				
5902 – Police Capital Fund				
5903 – Fire Capital Fund				
5904 – Facilities Capital				
6100 – Retirement				
6200 – Firefighters' Pension Fund				
6300 – Police Pension				
Citywide Total				

**Funds &
Amounts TBD**

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from year-end unexpended appropriations needing to be carried over to ensure payment of existing obligations, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 01/12/2026**Committee Agenda type:** Consent**Date Rec'd**

1/6/2026

Clerk's File #

RES 2026-0004

Cross Ref #

OPR 2026-0041

Project #**Council Meeting Date:** 02/02/2026**Submitting Dept**

FINANCE, TREASURY & ADMIN

Bid #**Contact Name/Phone**

MATT BOSTON 6256820

Requisition #**Contact E-Mail**

MBOSTON@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

PDILLON ZZAPPONE

Sponsoring at Administrators Request

NO

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

0680 - 1970 SOLE SOURCE RESOLUTION & CONTRACT READY REBOUND

Agenda Wording

Public Safety (Police and Fire) is seeking approval for a sole source resolution and a three (3) year contract for personalized health and performance program for public safety staff.

Summary (Background)

Ready Rebound is the sole provider of personalized health and performance program in our region. The sole source process has been completed and verified in accordance to with City administrative policies. Ready Rebound creates programs for members following injuries to help improve recovery and management of injury.

What impacts would the proposal have on historically excluded communities?

n/a - service contract for City operations

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 - service contract for City operations

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

Vendor has dashboard for leadership to review and monitor effectiveness.

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

N/A

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ 517,146.57
Current Year Cost	\$ 163,597.50 Year 1
Subsequent Year(s) Cost	\$ 171,774.07 Yr 2/181,775.00 Yr 3
<u>Narrative</u>	
SPD and SFD rates are based on active members, ~5% increase YOY	
Amount	
Budget Account	
Expense \$ 76,477.50	# 1970-35121-22200-54103-99999
Expense \$ 87,120	# 0680-30210-21100-54201-99999
Select \$	#
Funding Source Recurring	
Funding Source Type Program Revenue	
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	STRATTON, JESSICA
Division Director	BOSTON, MATTHEW
Accounting Manager	ALBIN-MOORE, ANGELA
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Distribution List	
David Reeves dreeves@readyrebound.com	mlaurinaitis@readyrebound.com
jkrueger@readyrebound.com	khaugen@spokanecity.org
SPDfinance@spokanecity.org	dloucks@spokanecity.org
tmwilliams@spokanecity.org	myates@spokanecity.org
khall@spokanecity.org	MRivera@readyrebound.com

RESOLUTION NO. 2026-0004

A resolution declaring Ready Rebound (Milwaukee, WI) a sole source provider and authorizing the City to enter into a contract for the purposes of Personalized Health and Performance program for public safety staff, for a three year period for approximately \$517,146.57 (plus applicable tax), without public bidding.

WHEREAS, Ready Rebound is the only provider of these services in our region; and

WHEREAS, the services provided implement programs that target job preparation and recovery as well as provide resources and initiatives that support an improved process of management and prevention of injury; and

WHEREAS, the estimated annual expenditure for these services exceed the competitive threshold requirements; and

WHEREAS, RCW 39.04.280 (1)(a) and SMC 07.06.170 (A) authorizes the City to waive the competitive bidding requirements for services limited to a single source of supply;

NOW, THEREFORE,

BE IT RESOLVED by the City Council for the City of Spokane, pursuant to RCW 39.04.280(1)(a) and SMC 07.06.170(A) that it hereby declares the Personalized Health and Performance Program through Ready Rebound a sole source and waives the bidding requirements; and

BE IT ALSO RESOLVED that the City Council authorizes the City to enter into a contract with Ready Rebound for Personalized Health and Performance program services in an amount not to exceed \$517,146.57 (plus applicable tax) and to expire December 31, 2028.

ADOPTED by the City Council this ____ day of _____, 2026.

City Clerk

Approved as to form:

Assistant City Attorney



City of Spokane
PERSONAL SERVICE AGREEMENT
Title: **TREATMENT FOR ORTHOPEDIC INJURIES FOR SPOKANE POLICE AND FIRE DEPARTMENTS**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **READY REBOUND, INC.**, PO Box 8282, Carol Stream, Illinois 60197-8282, as (“Company”), individually hereafter referenced as a “Party”, and together as the “Parties”.

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide Orthopedic Injury Treatment Services for the Spokane Police Department and Spokane Fire Department pursuant to the Company’s Order Form dated December 19, 2025, attached as Exhibit B. Company has been deemed a Sole Source Provider. The Sole Source Justification Form is attached as Exhibit C. In the event of a conflict between the Company and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on January 1, 2026, and shall run through December 31, 2028, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION / PAYMENT.

Total compensation for Company’s services under this Agreement shall not exceed **January 1, 2026, through December 31, 2026: ONE HUNDRED SIXTY-THREE THOUSAND FIVE HUNDRED NINETY-SEVEN AND 50/100 DOLLARS (\$163,597.50)**, (\$76,477.50 from the Spokane Fire Department; and \$87,120.00 from the Spokane Police Department), plus tax if applicable, unless modified by a written amendment to this Agreement.

January 1, 2027, through December 31, 2027: ONE HUNDRED SEVENTY-ONE THOUSAND SEVEN HUNDRED SEVENTY-FOUR AND 07/100 DOLLARS (\$171,774.07), (\$80,299.83 from the Spokane Fire Department; and \$91,474.24 from the Spokane Police Department), plus tax if applicable, unless modified by a written amendment to this Agreement.

January 1, 2028, through December 31, 2028: ONE HUNDRED EIGHTY-ONE THOUSAND SEVEN HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$181,885.00), (\$84,975.00 from the Spokane Fire Department; and \$96,800.00 from the Spokane Police Department), plus tax if applicable, unless modified by a written amendment to this Agreement.

The Company shall submit its applications for payment to the City of Spokane Police Department, West 1100 Mallon Avenue, Spokane, Washington, 99260. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

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

5. CITY OF SPOKANE BUSINESS LICENSE.

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

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

7. INDEMNIFICATION.

The Company shall 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 Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of

RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

8. INSURANCE.

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- 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.
- D. **Cyber/Technology Errors and Omissions Insurance**, which includes cyber insurance coverage, with limits of at least \$5,000,000 per claim and in the aggregate.

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.

9. DEBARMENT AND SUSPENSION.

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

10. AUDIT.

The Company and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Company and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this

provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

11. ASSIGNMENT AND SUBCONTRACTING.

The Company shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Company shall incorporate by reference this Agreement, except as otherwise provided. The Company shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

12. 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 Company for all work previously authorized and performed prior to the termination date.

13. STANDARD OF PERFORMANCE.

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

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

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

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

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 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.

16. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certification Regarding Debarment

Exhibit B – Company’s Order Form dated December 19, 2025

Exhibit C – Sole Source Justification Form

26-005a

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 certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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

EXHIBIT B



Ready Rebound, Inc.
 311 E. Chicago St.
 Suite 520
 Milwaukee, WI, 53202
 United States

Created On:	12/19/25
Order Form Expiration:	12/31/25
Subscription Start Date:	1/1/26
Subscription End Date:	12/31/28

For bill payments, ACH is preferred, but if necessary, please send checks to:
 Ready Rebound, Inc.
 PO Box 719172
 Chicago, IL 60677-9422

Prepared By:	Michelle Rivera on behalf of Jake Krueger
Email:	jkrueger@readyrebound.com
Subscription Term:	3-years

Customer Information

Customer:	City of Spokane	Contact Name:	Matt Boston	Billing Contact:	Matt Boston
Bill To/Ship To:	44 West Riverside Avenue Spokane, WA 99201	Email:	mboston@spokanecity.org	Email:	spdaccounting@spokanecity.org
		Phone:	509-625-7000		

Order Details

Billing Frequency: Bi-Annual Year 1; Annual Years 2 and 3
Payment Terms: Net Thirty (30) Days
PO # If Required:

SUBSCRIPTION SERVICES:

Product / Service	Member Type	Paid Members	Price per Member per Year	Start Date	End Date	Annual Fee
<i>Ready Rebound Recover</i> 24/7 access to licensed athletic trainers, individualized healthcare navigation and advocacy, and preferred access to medical providers.	Fire	309	\$ 247.50	1/1/26	12/31/26	\$76,477.50
	Police	352	\$ 247.50	1/1/26	12/31/26	\$87,120.00
<i>Sports medicine healthcare model for members and nuanced return-to-work communication for all stakeholders, including employers and medical providers.</i>	Fire	309	\$ 259.87	1/1/27	12/31/27	\$80,299.83
	Police	352	\$ 259.87	1/1/27	12/31/27	\$91,474.24
<i>Service is available for all musculo-skeletal injury circumstances for paid members, their immediate family, and retirees.</i>	Fire	309	\$ 275.00	1/1/28	12/31/28	\$84,975.00
	Police	352	\$ 275.00	1/1/28	12/31/28	\$96,800.00
						\$0.00

Total Subscription Fees: \$517,146.57

PROFESSIONAL SERVICES:

Professional Service	Amount	Date	Total Price
<i>Implementation</i> Establishment of provider partnerships, department training, and member onboarding. Exact implementation timelines will be confirmed with the Client administration during the Project Kickoff call.		WAIVED 1/1/26	WAIVED

Total Professional Services Fees: \$0.00

Billing Table:

Due Date	Amount Due
January 1, 2026	\$81,798.75
July 1, 2026	\$81,798.75
January 1, 2027	\$171,774.07
January 1, 2028	\$181,775.00

Order Form Legal Terms

This Order Form is entered into between Ready Rebound, Inc., with its principal place of business at 311 E. Chicago St., Suite 520, Milwaukee, WI 53202 ("Ready Rebound"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the Master Subscription Agreement ("MSA") executed by the parties and attached, or if no such MSA is executed or attached, the MSA at <https://readyrebound.com/terms-and-conditions-102dn3> and any applicable Statement of Work ("SOW") incorporated herein in the event additional Professional Services are purchased. The Order Form, MSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Subscription Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the MSA. Each party's acceptance of this Order Form is conditional upon the other's acceptance of the terms in the MSA to the exclusion of all other terms. This Order Form is executed by a duly authorized signatory. In addition the Parties agree to amend the MSA to include the following new section(s):
 Termination for Non-Appropriation. After the first full year of this Agreement, Customer may terminate this Agreement if it does not appropriate funds to continue this Agreement in a future fiscal year. To invoke termination under this Section, the Customer's staff responsible for the management of this Agreement must use good faith efforts to secure the appropriate funds for the next year's fees, and provide written notice of the non-appropriation 90 days before the anniversary of the Effective Date. Customer may not terminate for non-appropriation if it acquires similar products or services or requests a proposal for similar products or services.

MSA link: <https://readyrebound.com/terms-and-conditions-102dn3>

Customer:	
Signature:	
Name	
Title	
Date	

Company:	Ready Rebound, Inc.
Signature:	
Name	
Title	
Date	

READY REBOUND MASTER SUBSCRIPTION AGREEMENT

This is a contract between Company and Customer. Customer is responsible for carefully reading all terms and conditions of this Agreement before signing an Order Form, clicking an "Accept" button, or accessing or using any Service. By signing an Order Form, or accessing or using any Service, Customer confirms that it has read and accepts this Agreement in its entirety. Any different or additional terms Customer may reference or provide to Company are overridden by this Agreement.

1. CONTRACT STRUCTURE AND ORDER-OF-PRECEDENCE

This Master Subscription Agreement ("**MSA**") is entered into between Ready Rebound, Inc. ("**Company**") and customer ("**Customer**") identified on the corresponding mutually executed order document between Customer and Company that references this MSA ("**Order Form**") as of the latest date set forth on the signature page of the Order Form ("**Effective Date**"). If Customer purchases Professional Services from Company, the Parties must enter into a statement of work ("**SOW**") describing those Services in the event such Professional Services are not described in the Order Form. In addition to the terms and conditions of the MSA, Customer's use of certain Services is subject to the additional terms and conditions provided in the Order Form ("**Service-Specific Terms**"). By using the Services listed in these Service-Specific Terms, Customer agrees that these Service-Specific Terms are incorporated into the MSA. Capitalized terms used below have the same meanings as used in the Agreement, unless expressly defined otherwise. This MSA, the Service-Specific Terms, all Order Forms and SOWs (collectively, the "**Agreement**") govern Customer's access to and use of Company's Service. In the event of any conflicts between this MSA, any Order Form, and any SOW, the following order-of-precedence applies: SOW takes precedence and prevails over its associated Order Form solely with respect to its subject matter; an Order Form takes precedence and prevails over this MSA solely with respect to its subject matter; and Service-Specific Terms takes precedence and prevails over this MSA solely with respect to its subject matter. Customer and Company may be referred to in the Agreement individually as a "**Party**" and collectively as the "**Parties**."

2. OWNERSHIP OF SERVICE AND CUSTOMER DATA

2.1 Ownership of the Service. The Service and Company Technology are the property of Company and its licensors, and are protected by copyright, patent, trade secret and other intellectual property laws. Company and its licensors retain any and all rights, title and interest in and to the Service and Company Technology (including all intellectual property rights), including all copies, modifications, improvements, extensions and derivative works thereof and any software, applications, inventions or other technology developed in connection with supporting the Company Technology. Customer's right to use the Service and Company Technology is limited to the rights expressly granted in this MSA and the applicable Order Forms. All rights not expressly granted to Customer are reserved and retained by Company and its licensors.

2.2 Ownership and Use of Customer Data. As between Customer and Company all Customer Data is the property of Customer. Company may store, access and process Customer Data as necessary to provide the Service, meet its obligations under the Agreement and verify Customer's compliance with terms of Service, including to monitor and analyze use of the Service, and to develop, improve and enhance the Service and other Company offerings.

2.3 Storage. Company stores Customer Data in data centers that are owned and controlled by Company or owned and controlled by a third-party vendor of Company. Customer Data may be accessed remotely for support and technical operations purposes from outside the US.

2.4 Feedback. Customer grants Company a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Services Customer's Feedback. Company will exclusively own any improvements or modifications to the Services based on or derived from any of Customer's Feedback including all intellectual property rights in and to the improvements and modifications.

3. GRANT OF ACCESS

Subject to the terms and conditions of this MSA, Company hereby grants to Customer the non-exclusive, non-transferable (except as specified in [Section 14.2](#) (Assignment)) right to access and use the Service and Company Technology during the Service Term in accordance with the limitations in this MSA and the terms of all applicable Order Form(s) and SOWs. Unless otherwise set forth in an applicable Order Form, the usage allotments (e.g., number of members) to which Customer is entitled will correspond to the Service to which Customer then subscribes.

If Customer's use of the Service exceeds the entitlements applicable to its then-current subscription, Company may (i) require Customer to pay any Fees associated therewith; or (ii) terminate all applicable Order Forms for cause in accordance with [Section 6.2\(b\)](#) (Termination of Order Form or SOW).

4. CUSTOMER RESPONSIBILITIES

4.1 Customer Responsible for Members. Customer is responsible for all activity related to the Customer's Members and for complying with all laws and regulations applicable to Customer's and its Members' use of the Service and Company Technology.

4.2 Use Restrictions. Customer must not, without Company's prior written consent, cause or permit the: (a) use, copying, modification, rental, lease, sublease, sublicense, operation of a service bureau, transfer or other commercial exploitation of, or other third party access to, any element of the Service or Company Technology, except to the extent expressly permitted by the Agreement; (b) creation of any modifications or derivative works of the Service or Company Technology; (c) reverse engineering of the Service or Company Technology; (d) gaining of unauthorized access to the Service, Company Technology or its related systems or networks; (e) interference with or disruption of the integrity or performance of the Service, Company Technology or the data contained therein (for example, via unauthorized benchmark testing or penetration testing); (f) sending, storing or use of any Customer Data in connection with the Service or Company Technology for which Customer lacks sufficient ownership or other rights; or (g) sending, storing or use of any infringing, obscene, threatening, libelous or otherwise unlawful or tortious material in connection with the Service or Company Technology. Customer also must use reasonable security measures to access the Service and Company Technology, and must not knowingly send, store or use any material containing any viruses, worms, Trojan horses or other malicious or harmful computer code, files, scripts, agents or programs in connection with the Service or Company Technology. Company also reserves the right to take all steps reasonably necessary to protect the security, integrity or availability of the Service or Company Technology (e.g., by temporarily suspending access by anyone who introduces malicious code or attempts to do so), notwithstanding anything to the contrary in the Agreement.

4.3 No Export; Government Use. Customer may not remove or export from the United States or allow the export or re-export of the Services, Company Technology or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Company Technology and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

4.4 No Medical Advice. Company is not a healthcare provider and does not provide medical advice. Company only acts as an intermediary to connect Members who seek medical advice to providers of medical advice. COMPANY HAS NO CONTROL OVER THE ACTIONS OF THE THIRD-PARTY PROVIDERS AND DOES NOT GUARANTEE OR PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SERVICE. The Content and other materials created by Company or obtained from Company's licensors, and other materials contained on the Service are for informational purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Customer acknowledges that Members should seek the advice of their physician or other qualified health provider with any questions they may have regarding a medical condition. Company does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Service. Reliance on any information provided by Company, Company employees, others appearing on the Service at the invitation of Company is solely at the Members own risk. The service providers and professionals utilizing or featured on the Service are not Company employees. Any health education, opinions, advice, or information expressed by a professional or service provider utilizing or featured on the Service are of the professional and the professional alone. They do not reflect the opinions of the Company. Company does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on Company or by a licensee of Company.

4.5 **Equipment.** Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "**Equipment**"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

4.6 **Customer Data.** Customer or its applicable Member has obtained and will continue to obtain all rights, licenses and permissions necessary for Company to use the Customer Data in the provision of the Service as contemplated hereunder and shall be solely responsible for such Customer Data, including its legality, reliability, and appropriateness.

5. INDEMNIFICATION

5.1 **By Company.** Company shall, at its sole cost and expense, indemnify, defend and hold harmless Customer, its Affiliates and its and their respective officers, directors, employees, counsel, consultants and agents ("**Indemnitees**") from and against all losses, liabilities, costs, damages and expenses, including but not limited to reasonable legal fees and expenses finally awarded against Customer ("**Losses**"), incurred or suffered by any of them as a result of third party claims, actions or demands ("**Claims**"), arising out of or in connection with infringement or misappropriation of intellectual property rights resulting from the authorized use of the Service.

5.2 **By Customer.** Customer shall, at its sole cost and expense, indemnify, defend and hold harmless the Company Indemnitees from and against all Losses, incurred or suffered as a result of third party Claims (including intellectual property claims) arising out of or in connection with (i) the unauthorized use of the Service or Company Technology, or (ii) Customer Data, and (iii) any disputes with Members including regarding their use of the Service.

5.3 **Exceptions.** Company's indemnification obligations under this Section 5 do not apply if (i) the allegation does not specify that the Service or Company Technology as the basis of the Claim, (ii) a Claim arises from the unauthorized use of the Service, (iii) a Claim arises from the use or combination of the Service or Company Technology or any part thereof with services, offerings, software, hardware or processes not provided by Company, or (iv) a Claim arises from the Customer or Members' violation of law, gross negligence or willful misconduct.

6. TERM, TERMINATION AND EFFECT OF TERMINATION

6.1 TERM

6.1(a) **Term of MSA.** This MSA will begin on the Effective Date and continue in effect until all Order Forms and SOWs, if any, expire or are terminated in accordance with this MSA.

6.1(b) **Term of Order Forms.** The initial term of each Order Form will start on the Start Date and end on the End Date as each is identified on the Order Form (the "**Initial Service Term**").

Unless otherwise set forth in the applicable Order Form, or unless the Order Form is terminated in accordance with [Section 6.2\(b\)](#), upon expiration of the Initial Service Term, The Initial Service Term and all Renewal Service Terms (if any) are referred to in the Agreement collectively as the "**Service Term**."

6.2 TERMINATION

6.2(a) **Termination of Agreement.** Neither Party will have the right to terminate the Agreement without legally valid cause (no termination "for convenience"). This MSA will automatically terminate upon the date that all Order Forms and all SOWs, if any, have expired or been terminated in accordance with the terms set forth herein. Upon permitted termination of this MSA, all Order Forms and SOWs governed by it will also be terminated automatically.

(b) **Termination of Order Form or SOW.** Either Party may terminate an Order Form or SOW in accordance with their respective terms. Either Party may terminate an Order Form or SOW for cause upon written notice if the other Party fails to cure any material breach thereof, or any material breach of this MSA, within thirty (30) days after receiving reasonably detailed written notice from the other Party alleging the breach.

(c) **Termination for Change of Law.** Notwithstanding anything to the contrary in this MSA, if complying with any law applicable to the Service by Company enacted after the Effective Date would materially change the Parties' costs or risks in providing the Service, then the Parties' respective legal counsel will promptly meet to discuss alternative options. If the Parties are unable to reach an amicable resolution within thirty (30) days, then each Party will have the right to terminate the Agreement (including all Order Forms and SOW) – in which case the termination will be effective thirty (30) days thereafter. In the event of such a termination, Customer's sole right and Company's sole obligation (except to the extent otherwise expressly stated in this MSA) will be for Company to promptly refund to Customer, on a pro rata basis, any Fees paid under all Order Forms and SOW then in effect that are unused as of the termination effective date.

6.3 EFFECT OF TERMINATION

6.3(a) **Effect of Expiration or Termination of MSA.** Sections 1, 2, 4.2 - 4.4, 5, 6.3, 12, 13, 14, and 15 of this MSA will survive any expiration or termination of this MSA. An Order Form or SOW may identify additional terms that will survive any expiration or termination of the applicable Order Form or SOW.

(b) **Effect of Termination of MSA, Order Form or SOW.**

Subject to the exclusive remedy provisions in this MSA: (a) if Customer terminates an Order Form, SOW or this MSA for uncured material breach in accordance with this MSA, Customer will be entitled to a refund, on a pro rata basis, of any prepaid Fees that are unused as of the termination effective date; and (b) if Company terminates an Order Form, SOW or this MSA for uncured material breach in accordance with [Section 6.2](#), all amounts owed by Customer thereunder will become due and payable.

7. ORDER PROCESS

Customer orders the Service via one or more Order Forms, and Customer orders Company's Professional Services via one or more SOW. Customer's Affiliates are also permitted to sign Order Forms and SOWs with Company that are governed by this MSA, in which case all references to "Customer" in this MSA shall be interpreted to refer to the relevant Customer Affiliate for purposes of interpreting such Affiliate Order Forms and SOW; provided, however, that Company's maximum liability under [Section 12](#) to Customer and all of its Affiliates who sign Order Forms or SOWs under this MSA shall not exceed, in the aggregate, the limits stated in [Section 12](#).

7.1 **Purchase Orders.** If Customer requires that a purchase order ("**PO**") be issued before making payment under an Order Form or SOW, Customer must provide to Company such valid PO conforming to the applicable Order Form or SOW in time for Customer to meet its payment obligations. The terms and conditions of any PO (or of any other unilateral Customer document not agreed in writing by authorized representatives of both Parties) will have no effect on the rights or obligations of the Parties, regardless of any failure to object to such terms and conditions.

7.2 **Modification of Fees Upon Renewal.** Company reserves the right to modify the Fees for its Service under one or more Order Forms, effective upon commencement of the next Renewal Service Term of the relevant Order Form(s), by notifying Customer in writing at least thirty (30) days before the end of the then-current Service Term. Unless Customer notifies Company in writing at least twenty (20) days prior to the end of the then-current Service Term that Customer chooses not to renew such Order Form(s), the modified Fees shall take effect under the relevant Order Form(s) upon commencement of the next Renewal Service Term.

8. FEES AND PAYMENT

8.1 **Payment Details.** Customer must pay all fees and charges in accordance with this MSA and each mutually executed Order Form and SOW ("**Fees**"). Except to the extent otherwise expressly stated in this MSA, or in an Order Form or SOW:

- a. all obligations to pay Fees are non-cancelable and non-refundable;
- b. Customer must make all payments without setoffs, withholdings or deductions of any kind;
- c. Customer must pay all Fees due under all Order Forms and SOW within thirty (30) days after Customer receives each invoice (invoices are deemed received when Company emails them to Customer's designated billing contact); and

d. all Fees must be paid in U.S. Dollars.

In accordance with each Order Form: (i) Company charges and collects in advance the annual Fees for use of the Service based on the Service subscribed to by Customer (after the Initial Service Term, Company will invoice Customer for such annual Fees at least thirty (30) days prior to the start of each Renewal Service Term); and (ii) if Customer's use of the Service exceeds the contracted usage volume(s) specified in the applicable Order Form, Customer will pay the additional usage-based Fees, as described in such Order Form. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email).

8.2 **Taxes.** Company's Fees are exclusive of all taxes, levies, withholdings, deductions or duties imposed by taxing authorities in connection with any Order Forms or SOW. Customer is responsible for paying all such taxes, levies, withholdings, deductions or duties except any taxes based solely on Company's income or which do not arise from any Order Form or SOW. If Company has the legal obligation to pay or collect taxes for which Customer is responsible, that additional amount will be invoiced to, and paid by Customer, unless Customer provides Company a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer has the legal obligation to withhold or deduct any amount from the Fees, the sum payable by Customer (in respect of which such deduction or withholding is required to be made) shall be increased to the extent necessary to ensure that Company receives a sum net of any withholding or deduction equal to the sum which it would have received had no such deduction or withholding been made or required to be made. Unless prohibited by the applicable taxing jurisdiction, the tax situs will be Customer's admin user address as set forth in the applicable Order Form. Customer may update such address by providing written notice to Company and taxes will be updated on a prospective basis.

8.3 **Customer Contact Information.** Customer agrees to provide Company accurate billing and other contact information for each Order Form and SOW at all times during the Service Term, including the name of Customer's applicable legal entity, and the street address, e-mail address, name and telephone number of an authorized billing contact. Customer shall update this information within thirty (30) days after any changes, via email to Company's Accounts Receivable team at invoices@readyrebound.com.

8.4 **Consequences of Non-Payment.** If Customer fails to make any payments required under any Order Forms or SOW, then in addition to any other rights Company may have under this MSA or applicable law:

a. Customer will owe Company an interest penalty of one and one-half percent (1.5%) per month on any outstanding balance under each delinquent invoice, or the maximum permitted by law (whichever is less);

b. Company will be entitled to recover its reasonable costs of collection;

c. Company may suspend the start of any Renewal Service Term, or subsequent Service Term agreed in an Order Form between the Parties; and

d. If Customer's account remains delinquent (with respect to payment of a valid invoice) for thirty (30) days after receipt of a delinquency notice from Company, which may be provided via email to Customer's designated billing contact, Company may temporarily suspend Customer's access to the Service for up to ninety (90) days to pursue good faith negotiations before pursuing termination in accordance with [Section 6](#). Customer will continue to incur and owe all applicable Fees irrespective of any such Service suspension based on such Customer delinquency.

9. THIRD PARTY INTERACTIONS

To the extent Customer's use of the Service requires use of any third-party products, packages or services not made available by Company (e.g., Salesforce CRM, Amazon Web Services or a Web browser), Customer may be required to separately purchase or license such products, packages or services directly from the applicable third party. In addition, in connection with using the Service, Customer may choose to purchase or license certain other third-party products, packages or services identified by the Company. Any third-party products, packages and services and any terms associated therewith are between Customer and the relevant third parties. Company does not license, support, control, endorse or otherwise make any representations or warranties regarding any third-party products or services under this section, and in no event will Company have any liability whatsoever in connection therewith, even if Customer has directed Company to implement or configure the third-party products, packages or services. Customer is responsible for the conduct of any third party which obtains access to the Services from Customer.

10. PROFESSIONAL SERVICES

If Customer wishes to purchase any training, implementation or other professional services from Company relating to the Service ("**Professional Services**"), the Parties will mutually agree to one or more separate SOW (or if applicable, Order Form) containing the relevant description of services. Company Professional Services are separate and apart from the Service, and neither Party's obligations in connection with the Service are dependent in any way on any Professional Services. Company retains all ownership rights in and to all copyrightable works, deliverables, designs, inventions, know-how, software, techniques, trade secrets, work product and other materials created by or for Company (either alone or jointly with Customer or others) and provided to Customer, and any derivative works thereof, excluding any Customer Confidential Information. Company grants Customer a non-exclusive, non-transferable, royalty-free right to access and use the materials Company provides with the Professional Services internally in connection with the Service during the Term of this Agreement. Customer may not create derivative works of any materials Company provides with the Professional Services. Nothing in this MSA will prohibit, restrict or limit (i) Company from performing the same or similar Professional Services for or providing the same or similar work product to any third party, or (ii) Customer from hiring a third party to perform professional services related to the Services.

11. WARRANTIES AND DISCLAIMERS

11.1 **Mutual Warranties.** Each Party represents and warrants to the other that it has the legal power and authority to enter into this MSA, and that: (a) this MSA has been duly authorized, executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (b) to the best of its knowledge, no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of this MSA; and (c) to the best of its knowledge, the execution, delivery and performance of this MSA does not violate the terms or conditions of any other legally binding agreement.

11.2 **Additional Customer Warranties:** Customer Party represents and warrants it will not use the Services for any illegal or unauthorized purposes and the use of the Services will not violate any applicable law or regulation.

11.3 **Additional Company Commitments.** Company further represents and warrants that:

a. It will use reasonable technical means to screen for and detect disabling devices, viruses, trojan horses, trap doors, back doors, time bombs, cancelbots and other computer programming routines designed to damage or detrimentally interfere with software or data;

b. The Service will perform substantially in accordance with the relevant documentation;

c. It will make reasonable efforts to notify Customer, at least thirty (30) days in advance via Company's Normal Communication Channels, of any scheduled changes Company believes are likely to have a material, adverse impact on Customer's use of the Service ("**Material Changes**"); and

d. Professional Services provided by Company will be performed in a professional and workmanlike manner.

If Company breaches any warranties in this [Section 11.3](#), Customer's exclusive remedy and Company's sole obligation will be for Company to make reasonable efforts to correct the non-conformity or, if Company is unable to correct the non-conformity within sixty (60) days after receipt of Customer's written notice, for Customer to terminate the applicable Order Form(s) or SOW and receive a refund, on a pro rata basis, of any Fees prepaid under such Order Form(s) or SOW that are unused as of the termination effective date.

e. It shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Service. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

11.4 **Warranty Disclaimers.** EXCEPT TO THE EXTENT EXPRESSLY STATED IN THIS MSA: (A) COMPANY AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED (IN FACT OR BY OPERATION OF LAW),

REGARDING THE SERVICE, PROFESSIONAL SERVICES, OR ANY MATTER WHATSOEVER; AND (B) COMPANY AND ITS LICENSORS DO NOT WARRANT THAT THE SERVICE OR ANY PROFESSIONAL SERVICES ARE OR WILL BE ERROR-FREE, MEET CUSTOMER'S REQUIREMENTS, ACHIEVE ANY PARTICULAR RESULTS, OR BE TIMELY OR SECURE. COMPANY AND ITS LICENSORS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICE AND ANY PROFESSIONAL SERVICES, AND CUSTOMER HAS NO RIGHT TO MAKE OR PASS ON TO ANY THIRD PARTY ANY REPRESENTATION OR WARRANTY BY COMPANY.

CUSTOMER IS RESPONSIBLE FOR USING THE SERVICE IN COMPLIANCE WITH APPLICABLE LAW. USE OF THE SERVICE IS NOT A GUARANTEE OF COMPLIANCE WITH APPLICABLE LAW.

THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET OR ELECTRONIC COMMUNICATIONS. COMPANY IS NOT RESPONSIBLE FOR DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE, LOSS OR LIABILITY RESULTING FROM SUCH PROBLEMS NOT CAUSED BY COMPANY.

CUSTOMER AGREES THAT ITS SUBSCRIPTION TO THE SERVICE AND FEES DUE OR PAID UNDER THE AGREEMENT ARE NEITHER CONTINGENT ON THE DELIVERY OF ANY FUTURE FUNCTIONALITY OR FEATURES, NOR BASED ON ANY ORAL OR WRITTEN COMMENTS REGARDING ANY FUTURE FUNCTIONALITY OR FEATURES. MORE GENERALLY, IN ENTERING INTO THIS AGREEMENT, NEITHER PARTY IS RELYING ON ANY OTHER COMMITMENTS, STATEMENTS OR OTHER MATTERS NOT EXPRESSLY ADDRESSED IN THIS AGREEMENT, AN ORDER FORM OR AN SOW.

12. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS MSA, BUT ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

12.1 EXCEPT FOR (A) FEES DUE TO COMPANY UNDER APPLICABLE ORDER FORMS AND SOWS, (B) CUSTOMER'S OBLIGATIONS UNDER SECTIONS 4.2 (USE RESTRICTIONS), NEITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATING TO THE AGREEMENT WILL EXCEED THE FEES ACTUALLY PAID BY AND DUE FROM CUSTOMER IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY;

12.2 EXCEPT WITH RESPECT TO CUSTOMER'S OBLIGATIONS AND CUSTOMER'S LIABILITY UNDER SECTIONS 4.2 (USE RESTRICTIONS), IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES OR LICENSORS BE LIABLE OR OTHERWISE OBLIGATED TO THE OTHER PARTY OR ANYONE ELSE FOR ANY LOSS OF PROFITS, REVENUE, OPPORTUNITIES, ECONOMIC ADVANTAGE, GOODWILL, DATA OR USE, OR FOR ANY INDIRECT, CONSEQUENTIAL, HYBRID, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, ARISING OUT OF OR IN ANY WAY RELATED TO THE AGREEMENT, REGARDLESS OF CAUSE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S AFFILIATES OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMAINING AVAILABLE REMEDY FAILS ITS ESSENTIAL PURPOSE; AND

12.3 THE TERMS OF SECTION 12 APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY, CLAIM OR DAMAGES ARE BASED ON CONTRACT (INCLUDING BREACH OF WARRANTY), STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

THE PROVISIONS OF THIS SECTION 12 ALLOCATE RISKS UNDER THE AGREEMENT BETWEEN CUSTOMER AND COMPANY, AND THE FEES CHARGED FOR THE SERVICE ARE BASED ON THIS ALLOCATION OF RISKS AND THESE LIMITATIONS OF LIABILITY. COMPANY SHALL IN NO EVENT BE LIABLE TO YOU OR TO ANYONE FOR ANY DECISION MADE OR ACTION TAKEN BY ANY PARTY (INCLUDING, WITHOUT LIMITATION, ANY MEMBER) IN RELIANCE ON INFORMATION ABOUT PROFESSIONALS AND SERVICE PROVIDERS ON THE SERVICE.

13. CONFIDENTIALITY

13.1 Definition. As used in this Agreement, "**Confidential Information**" means information and materials provided by or on behalf of the disclosing Party or its Affiliate(s) ("**Discloser**") to the Party or its Affiliate(s) receiving such information or materials ("**Recipient**") that (a) are identified as confidential at the time of disclosure, or

(b) a reasonable person in the relevant industries should understand to be confidential based on the nature of the information and materials and all other relevant factors. For the avoidance of doubt, Customer's Confidential Information includes Customer Data and Customer's non-public business plans, and Company's Confidential Information includes pricing terms offered under any Order Form, Company's non-public business plans, all non-public aspects of the Company Technology, and the results of any evaluation of the Service performed by or on behalf of Customer for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

13.2 Permitted Disclosures and Obligations. Recipient must not use any of Discloser's Confidential Information for any purpose other than carrying out Recipient's obligations or exercising its rights under the Agreement. For the avoidance of doubt, use of Confidential Information in an aggregated and anonymized manner that eliminates or does not include Personal Data is not prohibited. Recipient also must not disclose to any third party any Confidential Information, other than to Recipient's Affiliates, contractors and consultants who (a) need to know such information, and (b) are bound by confidentiality obligations substantially similar to Recipient's under this Agreement (each Party is fully responsible for its respective Affiliates', contractors' and consultants' compliance with this Agreement). Recipient must treat all Discloser Confidential Information with the same degree of care Recipient gives to its own Confidential Information, but not less than reasonable care. Recipient and its Affiliates, contractors and consultants who receive Confidential Information hereunder must: (i) not use any such Confidential Information to compete with Discloser or in any other way except as reasonably necessary; (ii) promptly notify Discloser of any unauthorized use or disclosure of its Confidential Information of which Recipient becomes aware; and (iii) reasonably assist Discloser in remedying any such unauthorized use or disclosure.

13.3 Exclusions. Recipient's obligations under Section 13 do not apply to Discloser Confidential Information that Recipient can prove: (a) is or becomes part of the public domain through no fault of Recipient; (b) is rightfully in Recipient's possession free of any confidentiality obligation; or (c) was independently developed by Recipient without using any Discloser Confidential Information. Disclosure by Recipient of Confidential Information (i) in response to a valid order or other legal process issued by a court or other governmental body having jurisdiction, (ii) as otherwise required by law, or

(iii) necessary to establish the rights of either Party will not be a breach of this Agreement if, to the extent legally permitted, Recipient gives prompt notice and reasonable cooperation so Discloser may seek to prevent or limit such disclosure. Except to the extent permitted by a separate written agreement, the Parties will not disclose any information requiring an authorization to be exported outside of the United States.

13.4 Ownership and Destruction of Confidential Information. As between Discloser and Recipient, all Discloser Confidential Information is the property of Discloser, and no license or other rights are granted or implied hereby. Promptly after any request by Discloser, Recipient will destroy or return to Discloser all Confidential Information and materials in Recipient's possession or control. However, Recipient may retain electronic copies of any computer records or electronic files containing any Discloser Confidential Information that have been created pursuant to Recipient's standard, reasonable archiving and backup practices.

13.5 Confidentiality Period. Recipient's obligations with respect to Discloser's Confidential Information under Section 13 will remain in effect for the term of the Agreement and for three (3) years after any expiration or termination of the Agreement. Notwithstanding the foregoing, Recipient's obligations under the Agreement will continue to apply to Confidential Information that qualifies as a trade secret or Personal Data under applicable law for as long as it so qualifies.

14. GENERAL

14.1 Governing Law and Dispute Resolution. The Agreement is governed by Wisconsin law and controlling United States federal law, without regard to conflicts of law provisions of any jurisdiction. The Service is a service, not a good, and is not subject to the Uniform Commercial Code, the Uniform Computer Information Transactions Act, or the United Nations Convention on the International Sale of Goods. Any disputes, actions, claims or causes of action arising out of or relating to the Agreement or the Service will be subject to the exclusive jurisdiction of the state and federal courts located in Milwaukee County, Wisconsin, USA. However, other than with respect to seeking injunctive relief in connection with matters that qualify for such an extraordinary remedy under applicable law, neither Party may initiate any litigation against the other Party until after providing clear written notice of its intention to do so and first making a good faith effort

to resolve the dispute informally through escalation to an appropriate level of executive management of both Parties for at least thirty (30) days after providing such notice.

14.2 **Assignment and Other Transfers.** Neither Party may assign, sublicense or otherwise transfer (by operation of law or otherwise) the Agreement, or any of a Party's rights or obligations under the Agreement, to any third party without the other Party's prior written consent, which consent must not be unreasonably withheld, delayed or conditioned; provided, however, that upon written notice to the other Party, either Party may assign or otherwise transfer this Agreement, along with all associated Order Forms and SOWs (and all its rights and obligations thereunder), (a) to a successor-in-interest in connection with a merger, acquisition, reorganization, a sale of most or all of its assets, or other change of control, or (b) to its Affiliate.

Notwithstanding anything to the contrary in this section, however: (i) in the event of any permitted transfer by Customer under this section to a direct competitor of Company, Company will have the right to terminate this Agreement, including all associated Order Forms and SOW, for cause under Section 6.2 (in the event of such a termination, Company will promptly refund to Customer, on a pro rata basis, all Fees prepaid by Customer under all Order Forms and SOW then in effect that are unused as of the termination effective date); and (ii) Customer is not allowed to transfer to a successor-in-interest or Affiliate a subscription to a particular version of the Service if in Company's sole determination such successor-in-interest or Affiliate would not otherwise be eligible to subscribe to that version.

In the event of a transfer by Customer that is permitted under this section, the rights granted under this Agreement shall continue to be subject to the same usage limitations that applied under applicable Order Forms prior to the transfer (e.g., any transaction volume terms and limitations to particular Customer legal entities, business units, projects, brands, products or services set forth therein). Any purported assignment or other transfer in violation of this section is void. Subject to the terms of this section, this Agreement will bind and inure to the benefit of the Parties and their respective permitted successors and transferees.

14.3 **Force Majeure.** If either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond its reasonable control, e.g., war, riots, labor unrest, fire, earthquake, flood, hurricane, other natural disasters and acts of God, Internet service failures or delays, and denial of service attacks (collectively, "**Force Majeure**"), the affected Party's performance will be excused for the resulting period of delay or inability to perform. The affected Party must, however, (a) give the other Party prompt written notice of the nature and expected duration of such Force Majeure, (b) use commercially reasonable efforts to mitigate the delay and other effects, (c) periodically notify the other Party of significant changes in the status of the Force Majeure, and (d) notify the other Party promptly when the Force Majeure ends.

14.4 **Marketing.** Company may: (i) identify Customer as a Company customer with Customer's prior written consent (not to be unreasonably withheld); (ii) issue a mutually agreed press release announcing that Customer has selected Company as a vendor; and (iii) during the Initial Service Term, make available a member of the Customer marketing department to participate in virtual meetings with Company's customer advocacy team to discuss other potential marketing and communication opportunities regarding Customer's use of the Service.

14.5 **Independent Contractors.** The Parties are independent contracting parties. Neither Party has, or will hold itself out as having, any right or authority to incur any obligation on behalf of the other Party. The Parties' relationship in connection with the Agreement will not be construed as a joint venture, partnership, franchise, employment, or agency relationship, or as imposing any liability upon either Party that otherwise might result from such a relationship.

14.6 **Notices.** All legal notices (e.g., notice of termination of this Agreement or an Order Form based on an alleged material breach) required under this Agreement must be delivered to the other Party in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by certified U.S. mail (requiring signature) to the other Party's corporate headquarters, Attention: Legal Department. With respect to all other notices, Customer may email Company at hello@readyrebound.com, and Company may email Customer's billing contact identified on the applicable Order Form(s) or SOW. Either Party may change its notice address by giving written notice to the other Party.

14.7 **Anti-Corruption.** Each Party acknowledges it has not received or been offered any illegal or otherwise improper bribe, kickback, payment, gift or other thing of value by any employee, representative or agent of the other Party in connection with the Agreement. Each Party will use reasonable efforts to promptly notify the other Party if it becomes aware of any circumstances that are contrary to this acknowledgment.

14.8 **Export.** Each Party agrees to comply with all applicable laws, regulations, orders and sanctions relating to prohibitions or limitations on relationships or transactions with prohibited countries or individuals (e.g., those administered by the U.S. Commerce or Treasury Departments). Customer shall not make the Service available to any individual or entity that is (i) located in a country that is subject to a United States government embargo, or (ii) is listed on any United States government list of prohibited or restricted parties.

14.9 **Contract Revisions.** Company may make modifications to this Agreement by providing 30 (thirty) days prior notice. Such notice shall be either: (a) written; (b) email to the address associated with Customer account; or (c) via the Services. The modifications to this Agreement will be considered agreed to by the Customer and shall apply 30 (thirty) days after Company sends the notice.

14.10 **Entire Agreement.** This MSA, together with any applicable Order Forms and SOWs (including any other terms referenced in any of those documents), comprises the entire agreement between Customer and Company regarding the subject matter of the Agreement, and supersedes all prior or contemporaneous negotiations, discussions or agreements (including any non-disclosure or other agreement governing the sharing of confidential information by and between Company and Customer), whether written or oral, between the Parties regarding such subject matter, and may only be modified by a document signed by authorized representatives of both Parties. Each term and provision of the Agreement is valid and enforceable to the fullest extent permitted by law, and any invalid, illegal or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that most effectively accomplishes the Parties' shared goals and intent, determined from the perspective of an objective, reasonable person.

15. DEFINITIONS

As used in the Agreement:

"**Affiliate**" means a company, corporation, individual, partnership or other legal entity that directly or indirectly controls, is controlled by, or is under common control with a Party to the Agreement. For purposes of this definition, "control" means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity;

"**Content**" means the audio and visual information, documentation and services contained in or made available via the Service, other than Customer Data and Customer Confidential Information;

"**Customer Data**" means any data, information or material processed by the Service (including Personal Data) in the course of Customer or Members' use of the Service;

"**Customer Personal Data**" means that portion of Customer Data that is Personal Data received from Customer or Members in the course of accessing or using the Services pursuant to the Agreement.

"**including**" (and its variants) means including without limitation.

"**Feedback**" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Services provided by Customer to Company.

"**Normal Communication Channels**" means the online channels through which Company normally communicates important information to its customers, e.g., the email address(es) provided by Customer (Customer must opt-into Company's online community site to receive certain important information regarding such changes and to take other required action relating to use of the Service);

"**Personal Data**" means any information relating to an identified or identifiable natural person as such term or its equivalent (e.g., personally identifiable information or personal information);

"**Service**" means Company's offerings ordered by Customer on an Order Form (including all related Content);

"**SOW**" means Statement(s) of Work, Work Authorization(s) or other contract(s) under which Company provides its Professional Services;

"**Member(s)**" means Customer's employees, representatives, consultants, contractors and agents who have been authorized by Customer to use Service; and "**Company Technology**" means all of Company's and its licensors' proprietary technology that Company makes available to Customer as part of or in connection with Customer's subscription to the Service (including any and all software, software packages, hardware, products, processes, APIs, algorithms, user interfaces, trade secrets, know-how, techniques, designs and other tangible or intangible technical material or information).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by duly authorized officers or representatives as of the Effective Date.

Company: Ready Rebound, Inc.	Customer:
By:	By:
Name: David Reeves	Name:
Title: Chief Executive Officer	Title:
Date:	Date:

EXHIBIT C



SOLE SOURCE JUSTIFICATION FORM

CITY OF SPOKANE
808 W Spokane Falls Blvd
Spokane WA 99201

Description of Product/Service: Personalized Health and Performance Program

Requisition Number:

Estimated amount of this purchase: \$

Contract Period (for services) January 1, 2026 - December 31, 2029

Department: Public Safety

Contact Person:

Requested Vendor: Ready Rebound

Is an existing vendor? yes no

Vendor's Address: PO Box 8282, Carol Stream, Illinois 60197-8282

Vendor Contact Name:

Phone:

Please provide the following information in order to document justification of a sole source purchase.

If the estimated amount is above City Council approval thresholds then an accompanying sole source resolution must be created and presented to City Council per City Council rules.

Upon approval Purchasing will coordinate publishing of intent to award requirements per policy.

Work, contracts, orders cannot be approved until the publishing requirements and related approvals have been met.

Confirm the City standard terms and conditions for the defined scope of work has been submitted to the requested vendor to ensure compliance with applicable statutes and policies.

1. **Scope of Work: Provide a description of the product(s) or service(s) being procured.**
 Ready Rebound creates integrated, comprehensive and personalized health and performance programs for SFD and SPD members following injuries. The program targets recovery and provides resources and initiatives that support an improved process of management and prevention of injury. The single source service solutions help reduce injury related costs and streamline the management of injury treatment and rehabilitation.

2. **Explain why the product/service requested is the only product/service that can satisfy your requirements and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities, and compatibility. Describe what steps have been undertaken to make this determination.**
 Ready Rebound's innovative solutions will add value to the job for employees through implementation of programs targeting job preparation and recovery as well as provide resources and initiatives that support an improved process of management and prevention of injury.

3. **Explain why this service provider, supplier, or manufacturer is the only practicably available source from which to obtain this product or service, and describe the efforts that were made to verify and confirm whether, or not, this is so. (Obtain and include a letter from the manufacturer confirming claims made by distributors or exclusive distributorships regarding the product or service, if that is cited as a reason for this Sole Source.)**
 Spokane Fire Department spent a significant amount of time researching this unique organization and closely examining its success with other agencies throughout the nation. Since their inception approximately ten years ago, not a single agency has left their services. Rebound is the only known company to provide a unique service where they establish and implement a network-based system of medical service providers for management of the treatment of orthopedic injuries for current and retired employees and their immediate family members to help reduce injury-related costs, streamline the management of injury treatment and rehabilitation, and lead to the implementation of a sustainable and efficient health, fitness and performance programming. Rebound has developed an extensive, and highly trained group of providers for Orthopedic care with knowledge specific to first responders needs.

4. **Will this purchase obligate us to a particular vendor for future purchases (either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one)?**
 No, there are no other "like" items for these services.

5. **Explain why the price for this product or service is considered to be fair and reasonable. Describe the negotiation efforts, if any, that have been made with the supplier to obtain the best possible price.**
 Ready Rebound will create integrated single-source service solutions for the City that will help reduce injury-related costs, streamline the management of injury treatment and rehabilitation, and lead to the implementation of a sustainable and efficient evidence based health, fitness, and performance programming.

6. Explain the consequence(s) to the city or public, including a dollar estimate of the financial impact, if this Sole Source is not approved.

My department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on investigation and subsequent request to declare a sole source for this purchase.

Michelle Loucks
Signature of Requestor
(must be an authorized Department Buyer)

01/05/2026
Date

Signature of Department Head or Designee

01/05/2026
Date

Thomas Williams
[Thomas Williams \(Jan 6, 2026 11:11:16 PST\)](#)
Signature of Department Head or Designee

01/05/2026
Date

Jason Nechanicky
[Jason Nechanicky \(Jan 6, 2026 16:40:13 PST\)](#)
Approval by Purchasing

01/06/2026
Date

Approval by Grants Management
(Required for grant funded purchases)

Date

Signature: *Kevin Hall*
[Kevin Hall \(Jan 5, 2026 15:29:45 PST\)](#)
Email: khall@spokanepolice.org

Signature: *Jason Nechanicky*
[Jason Nechanicky \(Jan 6, 2026 16:40:13 PST\)](#)
Email: jnechanicky@spokanecity.org

Sole Source Justification Form Rev 06122025 (1)

Final Audit Report

2026-01-07

Created:	2026-01-05
By:	Michelle Loucks (dloucks@spokanepolice.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAawfj9flkX-Cbv4nVuhys3O2_XjPDBvn0_

"Sole Source Justification Form Rev 06122025 (1)" History

-  Document created by Michelle Loucks (dloucks@spokanepolice.org)
2026-01-05 - 10:57:21 PM GMT- IP address: 198.1.39.252
-  Document emailed to khall@spokanepolice.org for signature
2026-01-05 - 11:01:40 PM GMT
-  Email viewed by khall@spokanepolice.org
2026-01-05 - 11:27:46 PM GMT- IP address: 198.1.39.252
-  Signer khall@spokanepolice.org entered name at signing as Kevin Hall
2026-01-05 - 11:29:43 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Kevin Hall (khall@spokanepolice.org)
Signature Date: 2026-01-05 - 11:29:45 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Thomas Williams (tmwilliams@spokanecity.org) for signature
2026-01-05 - 11:29:48 PM GMT
-  Email viewed by Thomas Williams (tmwilliams@spokanecity.org)
2026-01-06 - 0:15:34 AM GMT- IP address: 172.225.80.248
-  Document e-signed by Thomas Williams (tmwilliams@spokanecity.org)
Signature Date: 2026-01-06 - 7:11:16 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Jason Nechanicky (jnechanicky@spokanecity.org) for signature
2026-01-06 - 7:11:36 PM GMT
-  Email viewed by Jason Nechanicky (jnechanicky@spokanecity.org)
2026-01-07 - 0:39:45 AM GMT- IP address: 146.112.154.112



Document e-signed by Jason Nechanicky (jnechanicky@spokanecity.org)

Signature Date: 2026-01-07 - 0:40:13 AM GMT - Time Source: server- IP address: 146.112.154.112



Agreement completed.

2026-01-07 - 0:40:13 AM GMT



Adobe Acrobat Sign



< Business Lookup

License Information:

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

Entity name: READY REBOUND, INC.

Business name: READY REBOUND, INC.

Entity type: Profit Corporation

UBI #: 604-855-332

Business ID: 001

Location ID: 0001

Location: Active

Location address: 311 E CHICAGO STREET
SUITE 500
OFC
MILWAUKEE WI 53202-5896

Mailing address: 311 E. CHICAGO STREET
SUITE 500
MILWAUKEE WI 53202-5896

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

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

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
Kirkland General Business - Non-Resident				Active	Jan-31-2026	Feb-24-2023
Poulsbo General Business - Non-Resident				Active	Jan-31-2026	Apr-06-2022
Puyallup General Business - Non-Resident				Active	Jan-31-2026	Mar-25-2022
Spokane General Business - Non-Resident				Active	Jan-31-2026	Feb-06-2023
Tumwater General Business - Non-Resident	R-018219			Active	Jan-31-2026	Feb-23-2023

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
Vancouver General Business - Non-Resident				Active	Jan-31-2026	Aug-30-2023

Owners and officers on file with the Department of Revenue

Owners and officers	Title
REEVES, DAVID	President
RIVERA, LUIS	CHIEF BUSINESS OFFICER

Registered Trade Names

Registered trade names	Status	First issued
READY REBOUND, INC.	Active	Feb-15-2024

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 1/6/2026 7:52:41 AM

Contact us

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/7/2026

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 R&R Insurance Services, Inc. P.O. Box 1610 Waukesha, WI 53187-1610	CONTACT NAME: R&R Certificate Team PHONE (A/C, No, Ext): (262)574-7000 E-MAIL ADDRESS: clcertificates@rrins.com	FAX (A/C, No): (262)953-1306
	INSURER(S) AFFORDING COVERAGE	
INSURED Ready Rebound Inc 311 E Chicago St Ste 520 Milwaukee, WI 53202-5896	INSURER A: Selective Insurance Co. of America	NAIC # 12572
	INSURER B: Hartford Insurance Co of IL	38288
	INSURER C: Coalition Insurance Company	
	INSURER D: Berkley Management Protection	55110
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 740819

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			S2725138	04-01-2025	04-01-2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S2725138	04-01-2025	04-01-2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			S2725138	04-01-2025	04-01-2026	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) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	83WBCBR8P0K	04-01-2025	04-01-2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber Liability			C4LRV092886CYBER2025	05-15-2025	05-15-2026	Cyber Liability \$5,000,000

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

City of Spokane is Additional Insured for General Liability and Umbrella Liability when required by a written contract. General Liability coverage is primary and non-contributory when required by a written contract. Waivers of Subrogation apply in favor of the Additional Insureds for General Liability, Umbrella Liability, and Workers Compensation when required by a written contract. A 30-Day Notice of Cancellation applies in favor of the certificate holder for reasons other than non-payment.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE


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ADDITIONAL REMARKS SCHEDULE

AGENCY R&R Insurance Services, Inc.	NAMED INSURED Ready Rebound Inc
POLICY NUMBER	EFFECTIVE DATE:
CARRIER	
NAICCODE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: _____ FORM TITLE: _____

INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER G :		INSURER J :	
INSURER H :		INSURER K :	
INSURER I :		INSURER L :	

--

D	TYPE OF INSURANCE	AI	POLICY EFF	Professional Liability	\$ \$2,000,000
	Professional Liability	<input type="checkbox"/>	04-01-2025		\$
		WOS	POLICY EXP		\$
	POLICY NUMBER	<input type="checkbox"/>	04-01-2026		\$
	BMP101356002				\$

	TYPE OF INSURANCE	AI	POLICY EFF		\$
		<input type="checkbox"/>			\$
		WOS	POLICY EXP		\$
	POLICY NUMBER	<input type="checkbox"/>			\$
					\$

	TYPE OF INSURANCE	AI	POLICY EFF		\$
		<input type="checkbox"/>			\$
		WOS	POLICY EXP		\$
	POLICY NUMBER	<input type="checkbox"/>			\$
					\$

	TYPE OF INSURANCE	AI	POLICY EFF		\$
		<input type="checkbox"/>			\$
		WOS	POLICY EXP		\$
	POLICY NUMBER	<input type="checkbox"/>			\$
					\$

	TYPE OF INSURANCE	AI	POLICY EFF		\$
		<input type="checkbox"/>			\$
		WOS	POLICY EXP		\$
	POLICY NUMBER	<input type="checkbox"/>			\$
					\$

	TYPE OF INSURANCE	AI	POLICY EFF		\$
		<input type="checkbox"/>			\$
		WOS	POLICY EXP		\$
	POLICY NUMBER	<input type="checkbox"/>			\$
					\$

BUSINESSOWNERS LIABILITY ENHANCEMENT
(INCLUDING BUSINESSOWNERS COMMON POLICY
CONDITIONS AMENDMENTS)

BUSINESSOWNERS
BP 72 47 09 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The sections of the above form identified in this endorsement will be amended as shown below. However, **if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part** apply to a loss, only the broadest coverage of this policy will apply, unless specifically stated otherwise within the particular amendment covering that loss.

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

The following changes are made to **SECTION II — LIABILITY, A. Coverages, 1. Business Liability:**

A. SUPPLEMENTARY PAYMENTS

Sub-Paragraphs **1.(b)** and **1.(d)** of Paragraph **f. Coverage Extension — Supplementary Payments** are replaced by the following:

(b) Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(d) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$1,000 a day because of time off from work.

B. EXCLUSIONS

The following changes are made under Paragraph **B. Exclusions:**

1. NON-OWNED AIRCRAFT

Exclusion **g. Aircraft, Auto Or Watercraft** does not apply to any aircraft, not owned or operated by any insured that is hired, chartered or loaned with a crew paid by a party other than an insured.

If the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess and subject to the Other Insurance provisions of this policy for Excess Insurance.

2. NON-OWNED WATERCRAFT

Paragraph **(2)** of Exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

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

(a) Less than 60 feet long; and

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

With respect to Paragraph **(a)** above, any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent.

If the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess and subject to the Other Insurance provisions of this policy for Excess Insurance.

3. PERSONAL AND ADVERTISING INJURY CONTRACTUAL EXCLUSION AMENDMENT

Sub-paragraph **(4)** of Exclusion **p. Personal And Advertising** is replaced by the following:

(4) For which the insured has assumed liability in a contract or agreement arising out of an "advertisement". This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

4. DAMAGE TO PREMISES RENTED TO YOU

a. The last paragraph under Paragraph **1. Applicable to Business Liability Coverage** is replaced by the following:

00000FS 2552607 420

Exclusions **c., d., e., f., g., h., i., k., l., m., n. and o.** in **SECTION II — LIABILITY** do not apply to damage by fire, lightning, explosion or water release to premises rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Paragraph **D., Liability And Medical Expenses Limits Of Insurance** in **SECTION II — LIABILITY.**

- b. Sub-paragraph **3.** of Paragraph **D., Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability Coverage for damages because of "property damage" to a premises while rented to you or temporarily occupied by you with the permission of the owner is the Damage To Premises Rented To You limit shown in the Declarations. For a premises temporarily occupied by you, the applicable limit will be the highest Damage To Premises Rented To You limit shown in the Declarations.

- c. Sub-paragraph **a.** of Definition **9.** "Insured contract" in Paragraph **F. Liability And Medical Expenses Definitions** is replaced by the following:

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

5. MEDICAL PAYMENTS FOR NON-FOR-PROFIT MEMBERS

Sub-paragraph **a.** of Paragraph **2. Applicable to Medical Expenses Coverage** is replaced by the following:

- a. To any insured, except "volunteer workers" and "not-for-profit members".

C. WHO IS AN INSURED

Subject to the **Primary And Non-Contributory Provision** set forth in this endorsement, Paragraph **C. Who Is An Insured** is amended to include as an additional insured:

1. BLANKET ADDITIONAL INSUREDS - AS REQUIRED BY CONTRACT

- a. **Owners, Lessees or Contractors / Architects, Engineers and Surveyors**

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

(2) Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph (1) above:

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

- (a) Your acts or omissions; or
(b) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph 1., above.

However, 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 by or for you, 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; and
(b) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph (1) above are completed.

b. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

(1) Lessors of Leased Equipment

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

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

(2) Managers or Lessors of Premises

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

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in that premises.

(3) Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

(4) Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), 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 of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

(5) State or Governmental Agency or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- (a)** 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; or
- (b)** 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 drive-ways, 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.

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" 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".

With respect to Paragraphs **b.(2)** through **b.(4)**, this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury", "property damage" or "personal and advertising injury".

2. BROAD FORM VENDORS COVERAGE

Subject to the **Primary And Non-Contributory Provision** set forth in this endorsement, Paragraph **C. Who Is An Insured** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your products" which are distributed or sold in the regular course of a vendor's business, but the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a written contract or written agreement; but this exclusion does not apply to liability for damages that the vendor would have in the absence of the written contract or written agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;

- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, or part of an ingredient of any other thing or substance by or for the vendor; but this insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage".

3. NOT-FOR-PROFIT ORGANIZATION MEMBERS AS ADDITIONAL INSURED

If you are an organization other than a partnership, joint venture or a limited liability company and you are a not for profit organization, **Who Is An Insured** is amended to include as additional insureds your officials, trustees, board members, insurance managers and "not-for-profit members" but only with respect to their liability for your activities or activities they perform on your behalf.

4. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However,

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

- b. This coverage does not apply if the newly formed or acquired organization's coverage is excluded either by the provisions of this Policy or by endorsement; and
- c. This coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- d. This coverage does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization. No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as Named Insured in the Declarations.

D. INCIDENTAL MALPRACTICE

Sub-paragraph **2.a.(1)(d)** of Paragraph **C. Who Is An Insured** is replaced by the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services. This also does not apply to "bodily injury" caused by cardiopulmonary resuscitation or first aid services administered by a co-"employee".

E. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Paragraphs **a.** and **b.** of Paragraph **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**, Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** will not apply until after the "occurrence", or offense, or claim or "suit" is known to:

- (a) You, if you are an individual;
- (b) A partner, if you are a partnership;
- (c) An executive officer or insurance manager, if you are a corporation;
- (d) Your members, managers or insurance manager, if you are a limited liability company; or
- (e) Your elected or appointed officials, trustees, board members or your insurance manager if you are an organization other than a partnership, joint venture or limited liability company.

F. DEFINITIONS

Paragraph **F. Liability And Medical Expenses Definitions** is amended as follows:

1. MENTAL ANGUISH

(This provision does not apply in New York.)

Definition **3.** is replaced by the following:

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time. (In New York, mental anguish has been determined to be "bodily injury.")

2. TEMPORARY WORKERS AS EMPLOYEES

Definition **5.** is replaced by the following:

- 5. "Employee" includes a "leased worker" and a "temporary worker".

3. MOBILE EQUIPMENT

(This provision does not apply in the states of New York or Virginia.)

Paragraph **f.(1)** of Definition **12.** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

4. DISCRIMINATION

(This provision does not apply in New York.)

A. The following is added to Definition **14.:**

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" is:

- a. Not done by or at the direction of:
 - (1) The insured; or
 - (2) Anyone considered an insured under Paragraph **C. Who Is An Insured;**
- b. Not done intentionally to cause harm to another person.
- c. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
- d. Not arising out of any "advertisement" by the insured.

B. The following definition is added:

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
 - c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.
- It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

This provision does not apply if "personal and advertising injury" coverage is excluded either by the provisions of this policy or by endorsement.

5. NOT FOR PROFIT MEMBERS

The following definition is added:

"Not for profit members" means a person(s) who is a member of a not for profit organization, including clubs and civic organizations who receive no financial or other compensation.

G. SECTION III — BUSINESSOWNERS COMMON POLICY CONDITIONS — Amendments

1. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to Paragraph C. **Concealment, Misrepresentation Or Fraud:**

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy or during the policy period in connection with any additional hazards, we shall not deny coverage under this policy based upon such failure.

- 2. Paragraph G. **Liberalization** is replaced by the following:

G. LIBERALIZATION

If we revise this Coverage Form to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

3. Primary and Non-Contributory Provision

The following is added to Paragraph 2. of Condition H. **Other Insurance:**

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

4. The following is added to Paragraph 2. of Condition K. Transfer Of Rights Of Recovery Against Others To Us:

We will waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" done under a written contract or written agreement and included in the "products-completed operations hazard", if:

- 1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;
- 2. Such person or organization is an additional insured on your policy; or
- 3. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract."

This amendment only applies to that person or organization identified above, and only if the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 83 WBC BR8P0K

Endorsement Number:

Effective Date: 04/01/25

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Ready Rebound Inc

311 E CHICAGO ST STE 520
MILWAUKEE WI 53202

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 shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 01/15/2026**Committee Agenda type:** Discussion**Date Rec'd**

1/8/2026

Clerk's File #

RES 2026-0005

Cross Ref #**Project #****Council Meeting Date:** 02/02/2026**Submitting Dept**

COMMUNITY, HOUSING & HUMAN

Bid #**Contact Name/Phone**

HEATHER PAGE 509.625.6578

Requisition #**Contact E-Mail**

HPAGE@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

SDIXIT BWILKERSON

Sponsoring at Administrators Request

NO

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

CONTRACT APPROVAL FOR CDBG-CV FUNDS AWARD TO MEALS ON WHEELS

Agenda Wording

Approval of contract CDBG-CV award to Meals on Wheels in the amount of \$210,000

Summary (Background)

CHHS is seeking approval to award \$210,000 in funds from the CDBG-CV program by contracting with Meals on Wheels for food services. Meals on Wheels applied for funds in October 2025, through CHHS's other COVID-related funding source, HOME-ARP. Meals on Wheels was eligible for funding and the application was competitively scored by the review committee. However, due to the limited funding amount and the number of requests for funding, the review committee prioritized projects that directly related to housing over food services. With the availability of additional COVID-related funds, and the similarities in eligible activities and requirements between the COVID-related funding sources, CHHS reviewed the recent HOME-ARP applications for CDBG-CV eligibility. The Meals on Wheels application addressed the need of providing food services to vulnerable LMI Senior households that may be required to avoid social situations due to health concerns. Additionally, meals on wheels programs, in general, are specifically called out in the CDBG-CV guidelines as eligible activities for CDBG-CV funding. The only other unfunded application in the recent HOME-ARP funding round does not meet CDBG-CV eligibility requirements. Following the determination of eligibility, the decision was made to contract with Meals on Wheels, which can implement the CDBG-CV eligible program in the short time available to spend the funds. The CDBG-CV funds must be spent by June 30. CHHS will provide supporting documents after committee and before final council review.

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	\$ 217,000		
Current Year Cost	\$ 217,000		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount	Budget Account		
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	ANDERSON, ARIELLE M.	<u>ACCOUNTING -</u>	BROWN, SKYLER
<u>Division Director</u>	ANDERSON, ARIELLE M.		
<u>Accounting Manager</u>	BROWN, SKYLER		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
		chhsaccounting@spokanecity.org	
chhscontracts@spokanecity.org		hpage@spokanecity.org	
dnorman@spokanecity.org			

RESOLUTION 2026-0005 (SPONSOR SUBSTITUTION)

RESOLUTION NO. 2026-0005

A resolution setting forth the City Council's approval and endorsement of funding for a Community Development Block Grant – Coronavirus (CDBG-CV) contract with Greater Spokane County Meals on Wheels and authorizing the execution of related contracts without further City Council review and action.

WHEREAS, pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Congress provided \$5 billion in for the Community Development Block Grant (CDBG) program, a formula grant program, to states, metropolitan cities, urban counties, and insular areas to prevent, prepare for, and respond to Coronavirus; and

WHEREAS, like the annual CDBG formula grant, the CDBG-CV funding was allocated to the City of Spokane based on a federal formula using factors such as poverty, housing age and need, and population; and

WHEREAS, pursuant to OPR 2021-0093, the Spokane City Council accepted the City's CDBG-CV grant award on February 8, 2021; and

WHEREAS, the U.S. Department of Housing and Urban Development provided American Rescue Plan funds through the HOME Investment Partnerships Program (HOME-ARP), a formula grant program, to state and local jurisdictions to respond to and mitigate the economic and housing stability impacts of Coronavirus; and

WHEREAS, like the annual HOME formula grant, the HOME-ARP funding was allocated to the City of Spokane based on a federal formula using factors such as poverty, housing age and need, and population; and

WHEREAS, pursuant to OPR 2021-0692, the Spokane City Council accepted the HOME-ARP grant award on October 21, 2021; and

WHEREAS, both the CDBG-CV and HOME-ARP programs must comply with applicable federal cross-cutting requirements, including 24 CFR Part 570 (CDBG Program Regulations), 24 CFR Part 92 (HOME Program Regulations), and 24 CFR Part 200 (Uniform Administrative Requirements); and

WHEREAS, in December 2025, the Community, Housing, and Human Services Department (CHHS) of the City of Spokane was notified it has \$214,500 in remaining CDBG-CV funds that must be awarded to eligible activities and expended by June 30, 2026; and

WHEREAS, due to the abbreviated timeline for expenditure of the remaining CDBG-CV funds, CHHS determined that the funds must be awarded to an eligible activity capable of being placed under contract by January 2026; and

RESOLUTION 2026-0005 (SPONSOR SUBSTITUTION)

WHEREAS, CHHS issued a Notice of Funding Availability for Behavioral Health and Housing Related Services (HOME-ARP) on August 15, 2025 (the “NOFA”); and

WHEREAS, CHHS reviewed applications submitted pursuant to the above NOFA, with awards approved by Spokane City Council on December 1, 2025, for eligibility under the CDBG-CV program; and

WHEREAS, Greater Spokane County Meals on Wheels was the only project submitted pursuant to the above NOFA that also meets CDBG-CV funding eligibility requirements; and

WHEREAS, the proposed project will provide home-delivered meals and wellness checks to households that must maintain social distancing due to confirmed or suspected infectious disease exposure, compromised immune systems, or underlying medical conditions that make public interaction unsafe; and

WHEREAS, CHHS is requesting approval to allocate \$210,000 in CDBG-CV funds to Greater Spokane County Meals on Wheels to carry out this eligible public service activity;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that the Council formally approves the allocation of \$210,000 in Community Development Block Grant – Coronavirus (CDBG-CV) funds to Greater Spokane County Meals on Wheels for the project described above; and

BE IT FURTHER RESOLVED that the City Council authorizes the administration through CHHS and any other applicable staff to execute the appropriate contracts and take any other action necessary to effect the above without further action of the City Council.

ADOPTED by the City Council this _____ day of _____, 2026.

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 11/10/2025**Committee Agenda type:** Discussion**Date Rec'd**

11/5/2025

Clerk's File #

ORD C36808

Cross Ref #**Project #****Council Meeting Date:** 12/01/2025**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

PAUL DILLON 564-1914

Requisition #**Contact E-Mail**

PDILLON@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

PDILLON KKLITZKE

Sponsoring at Administrators Request

NO

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

ORDINANCE ADOPTING A RENTAL EVICTION DIVERSION PROGRAM

Agenda Wording

An Ordinance of the City of Spokane relating to residential evictions entitled, "Pathways to Eviction Diversion for Spokane", and creating new sections 10.57.200, 10.57.210, 10.57.220, and 10.57.230 of the Spokane Municipal Code.

Summary (Background)

An ordinance adopting a rental eviction diversion program within the City of Spokane. This program is designed to prevent homelessness, restore the landlord tenant relationship, and ensure safe and healthy rental housing in Spokane.

What impacts would the proposal have on historically excluded communities?

There should be no negative impacts to historically excluded communities. Eviction diversion funds are allocated to different non-profit organizations meeting the needs of all 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?

Data will be collected as required by the grantee.

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

? Data will be collected as required by the grantee.

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

This ordinance protects renters and landlords, providing a pathway to preventing eviction.

Council Subcommittee Review

None - going to Urban Experience

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$ unknown
<u>Narrative</u>	
Grant funds are received to fund these programs	
Amount	
Select	\$
Budget Account	
Select	#
Funding Source Recurring	
Funding Source Type Grant	
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence N/A	
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	
Division Director	
Accounting Manager	BUSTOS, KIM
Legal	SCHOEDEL, ELIZABETH
For the Mayor	
Additional Approvals	
ACCOUNTING -	BROWN, SKYLER
Distribution List	

ORDINANCE C36808

An Ordinance of the City of Spokane relating to residential evictions entitled, “Pathways to Eviction Diversion for Spokane”, and creating new sections 10.57.200, 10.57.210, 10.57.220, and 10.57.230 of the Spokane Municipal Code.

WHEREAS, housing in Spokane directly impacts the quality of life at the most basic human level, and it is imperative to find solutions that will allow tenants to maintain their tenancies and also ensure that payments are made to landlords who face potential economic hardship if rents are not paid; and

WHEREAS, eviction diversion programs are designed to provide critical, targeted support to vulnerable families and individuals in the City of Spokane who are at risk of losing their homes; and

WHEREAS, it is the objective of the City of Spokane to preserve the housing relationship between landlords and tenants, prevent homelessness, and facilitate conciliation that will prevent evictions; and

WHEREAS, it is the desire of the City of Spokane to develop strategies to help people stay housed due to the significant and increasing unhoused crisis and a growing number of people in danger of losing their housing; and

WHEREAS, the City of Spokane existing eviction prevention programs will provide landlords and tenants with the “time, information, and resources necessary to resolve their housing problems without prolonged litigation”; and

WHEREAS, creativity and collaboration can assist with connecting landlords and tenants and achieving increased housing stability, encourage joint problem-solving, and provide access to justice as both an alternative and complement to court proceedings; and

WHEREAS, in order to protect families, promote community, and reduce homelessness, it is Spokane’s intent to continue its commitment to balance the needs of the landlord, tenant, and the City of Spokane while creating a partnership to ensure safe, healthy and thriving rental housing in Spokane.

NOW, THEREFORE, the City of Spokane does ordain as follows:

Section 1. That there is enacted a new section 10.57.200 of the Spokane Municipal Code to read as follows:

Section 10.57.200 Definitions for Tenant Diversion Program

- A. “Eviction” or “evict” is an effort by the landlord to terminate or discontinue the tenancy through any means, including unlawful detainer, refusing to offer a new lease, an increase in rent requiring notice under 10.57.160 SMC, or seeking a mutual termination agreement.
- B. “Good faith” is an honest intention to operate with a state of mind denoting honesty of purpose and being faithful to one’s duty or obligation under this chapter.
- 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 representative of the owner, lessor, or sublessor including, but not limited to, an agent, a resident manager, or a designated property manager.
- D. “Notice” means written notice required by Section 10.57.230.
- E. “Tenancy” refers to the right of a tenant to reside in a dwelling unit for living or dwelling purposes.
- F. “Tenant” is any person who occupies a dwelling unit legally, primarily for living or dwelling purposes.

Section 2. There is enacted a new Section, 10.57.210 to read as follows:

Section 10.57.210 Notice of Eviction Prevention Resources to Tenant

- A. Landlords shall provide written notice of contact information for all city-funded eviction prevention programs:
 - 1. At the time of lease/rental agreement signing; and
 - 2. At the time of service of a notice to pay or vacate.
- B. An updated list of city-funded eviction prevention programs shall be provided to landlords by the City of Spokane on the City's website.

Section 3. There is enacted a new Section, 10.57.220 to read as follows:

Section 10.57.220 Eviction Pre-Filing Early Dispute Resolution

- A. The City of Spokane may designate or authorize the operation of a pre-filing residential eviction diversion program to facilitate dispute resolution between landlords and tenants; or facilitate the acquisition of rental assistance, if available. This engagement will begin when a notice to pay or vacate has been issued to the tenant by the landlord. It is not the expectation that the diversion program will continue if there is insufficient funding available to operate the program. While the pre-filing diversion program is offered on a voluntary basis, rental assistance funds may not be available.
- B. Unless exempted under this section, when a pre-filing eviction diversion program is offered consistent with subsection (A) above that includes rental assistance funds, no landlord shall have a lawful basis to evict a tenant unless the landlord has complied with the following requirements:

1. The landlord has enrolled with the pre-filing eviction diversion program and provided notice of diversion resources to the tenant consistent with section SMC 10.57.230; and
 2. The landlord participates in the eviction diversion program in good faith, as defined by the City, for no less than thirty (30) days.
- C. If at any time the financial rental assistance portion of the eviction diversion program is in a hiatus status due to lack of available funds, the landlord and tenant may agree to participate in the resolution process in good faith.
- D. The landlord is not obligated to comply with this section under the following circumstances:
1. The tenant does not comply with statutory duties as outlined in RCW 59.18.130 or 59.18.140; and the activity on the premises substantially affects the health and safety of the tenant or other tenants; or
 2. If eviction is necessary to cease or prevent an imminent threat of harm by the person being evicted, including physical harm or harassment; or
 3. If criminal activity on the premises as described in RCW 59.18.130 (8) is alleged to be the basis for termination of the tenancy, and the tenant is arrested as a result of this activity, the landlord may proceed directly to eviction proceedings or an unlawful detainer action against the tenant who was arrested.

Section 4. There is enacted a new Section, 10.57.230 to read as follows:

Section 10.57.230 Notice

- A. Any notice provided for in this section shall be served in the matter set

forth in RCW 59.12.040.

B. Failure to provide notice under this section shall be a defense to any action to evict.

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:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

PURPOSE OF AMENDMENT: If adopted, this amendment (1) adds noticing requirements to section 10.57.160, (2) clarifies the provided definitions only apply to the new sections established by this ordinance, (3) updates the definition of “eviction,” (4) requires the City to establish an eviction prevention program, (5) adds circumstances under which a notice of eviction prevention resources shall be provided, (6) mandates participation in the eviction prevention program as a condition of commencing an eviction except in emergent circumstances, (7) clarifies that landlords must provide a notice of eviction prevention resources regardless of participation in the eviction prevention program, and (8) sets an effective date.

Strike the entirety of the ordinance and substitute the following in its place:

ORDINANCE C36808

An Ordinance of the City of Spokane relating to residential evictions entitled “Pathways to Eviction Prevention for Spokane,” amending section 10.57.160 of the Spokane Municipal Code, and creating new sections 10.57.200, 10.57.210, 10.57.220, and 10.57.230 of the Spokane Municipal Code.

WHEREAS, housing in Spokane directly impacts the quality of life at the most basic human level, and it is imperative to find solutions that will allow tenants to maintain their tenancies and also ensure that payments are made to landlords who face potential economic hardship if rents are not paid; and

WHEREAS, eviction prevention programs are designed to provide critical, targeted support to vulnerable families and individuals in the City of Spokane who are at risk of losing their homes; and

WHEREAS, it is the objective of the City of Spokane to preserve the housing relationship between landlords and tenants, prevent homelessness, and facilitate conciliation that will prevent evictions; and

WHEREAS, it is the desire of the City of Spokane to develop strategies to help people stay housed due to the significant and increasing unhoused crisis and a growing number of people in danger of losing their housing; and

WHEREAS, the City of Spokane existing eviction prevention programs will provide landlords and tenants with the time, information, and resources necessary to resolve their housing problems without prolonged litigation; and

WHEREAS, creativity and collaboration can assist with connecting landlords and tenants and achieving increased housing stability, encourage joint problem-solving, and provide access to justice as both an alternative and complement to court proceedings; and

WHEREAS, in order to protect families, promote community, and reduce homelessness, it is Spokane's intent to continue its commitment to balance the needs of the landlord, tenant, and the City of Spokane while creating a partnership to ensure safe, healthy and thriving rental housing in Spokane.

NOW, THEREFORE, the City of Spokane does ordain as follows:

Section 1. That section 10.57.160 of the Spokane Municipal Code be amended to read as follows:

Section 10.57.160 Minimum Notice to Increase Rent

A landlord may not increase residential rent except in accordance with this section.

- A. Any rental agreement or renewal of a rental agreement entered into after the effective date of this ordinance shall include, or shall be deemed to include, a provision requiring not less than:
 - 1. One hundred twenty days' written notice for rent increases equal to or less than three percent; or
 - 2. One hundred eighty days' written notice for rent increases greater than three percent.
 - 3. In a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, the rental agreement shall instead provide at least 30 days' prior written notice of an increase in the amount of rent to each affected tenant.
- B. Any notice of residential rent increase shall specify the percentage of the rent increase, the amount of the new rent, ~~((and))~~the date on which the increase becomes effective~~((-))~~, and shall contain a notice of eviction prevention resources pursuant to SMC 10.57.220.
- C. Any notice of a residential rent increase shall be served in accordance with RCW 59.12.040.
- D. For purposes of this section, the term "rent" shall have the meaning set forth in RCW 59.18.030 (29), as amended from time to time.

Section 2. That there is enacted a new section 10.57.200 of the Spokane Municipal Code to read as follows:

Section 10.57.200 Definitions for Eviction Prevention Program

The following definitions shall apply to Sections 10.57.210, 10.57.220, 10.57.230, 10.57.240 and 10.57.250 of the Spokane Municipal Code:

- A. “City managed eviction prevention programs” means any program that receives pass through funding from the city intended to prevent evictions, including but not limited to rental assistance, housing-focused case management and rapid re-housing services.
- B. “Eviction” or “evict” is an effort by the landlord to terminate or discontinue the tenancy through unlawful detainer pursuant to just cause provisions in RCW 59.18.650 or RCW 59.20.080.
- C. “Good faith” is an honest intention to operate with a state of mind denoting honesty of purpose and being faithful to one’s duty or obligation under this chapter.
- D. “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 representative of the owner, lessor, or sublessor including, but not limited to, an agent, a resident manager, or a designated property manager.
- E. “Notice” means written notice as defined in Section 10.57.210(B) and required by Section 10.57.230.
- F. “Tenancy” refers to the right of a tenant to reside in a dwelling unit for living or dwelling purposes, including rental or occupancy agreements covered by RCW 59.18.040 or 59.20.030, and excluding an exempt living arrangement under RCW 59.18.040.
- G. “Tenant” is any person who occupies a dwelling unit legally, primarily for living or dwelling purposes under a tenancy.

Section 3. There is enacted a new section 10.57.210 of the Spokane Municipal Code to read as follows:

Section 10.57.210 Eviction Prevention Program

- A. No later than June 1, 2026, the City of Spokane and the Division of Housing and Human Services shall commence or arrange for operation of a pre-filing residential eviction prevention program to facilitate dispute resolution between landlords and

tenants through application of rental assistance funds to implement the requirements of this ordinance. This program also shall be available for tenancies in mobile/manufactured homes as defined in RCW 59.20.030.

- B. An updated, standardized form containing a list of city managed eviction prevention programs and state-funded organizations providing pre-eviction direct legal services shall be made available to landlords by the City of Spokane via the City's website and is to be provided by the landlord to the tenant pursuant to section 10.57.220.

Section 4. There is enacted a new section 10.57.220 of the Spokane Municipal Code to read as follows:

Section 10.57.220 Notice of Eviction Prevention Resources to Tenant

Landlords shall provide written notice of contact information for all city managed eviction prevention programs, rental assistance application procedure, and state-funded pre-eviction legal aid programs:

- A. At the time of lease/rental agreement signing or commencement of a tenancy;
- B. At the time of renewal of any tenancy; and
- C. At the time of service of a notice to pay or vacate pursuant to RCW 59.18.057. Any notice provided for in this subsection shall comply with statutory prerequisites pursuant to RCW 59.18 and 59.20 as required to commence an unlawful detainer action, and be served in the manner set forth in RCW 59.12.040; and
- D. At the time of providing a notice to increase rent pursuant to SMC 10.57.160; and
- E. Prior to seeking a mutual termination agreement to avoid the unlawful detainer process.

Section 5. There is enacted a new section 10.57.230 of the Spokane Municipal Code to read as follows:

Section 10.57.230 Participation in Eviction Prevention Program

Either landlord or tenant may initiate eviction prevention assistance, as follows:

- A. A landlord may initiate eviction prevention program by notifying the tenant in writing at the time of notice to pay or vacate, as provided in Section 10.57.220. Such notice shall include the name, contact information, and the applicable case number (if known) of the prevention program provider chosen by the landlord.
- B. A tenant who receives notice of landlord's election to participate in eviction

prevention must notify the landlord in writing within five (5) days if the tenant desires to participate in the eviction prevention program. If a tenant does not receive notice from the landlord as provided in subsection A above, a tenant may initiate eviction prevention by notifying the landlord in writing of the tenant's desire to participate in eviction prevention within ten (10) calendar days of receipt of the notice to pay or vacate as provided in Section 10.57.220. The tenant's notice shall include the name, contact information, and the applicable case number (if known) of the prevention program provider chosen by the tenant.

C. Unless exempted under section 10.57.240, the landlord shall not commence an unlawful detainer action, or seek to otherwise remove a residential tenant unless the following have occurred:

1. The landlord has enrolled with the pre-filing eviction prevention program and provided notice of prevention resources to the tenant consistent with section SMC 10.57.220; and
2. The landlord:
 - i. Initiated eviction prevention and the tenant failed to notify the landlord under subsection B, or
 - ii. After receipt of tenant's notice under subsection B above, participated in the eviction prevention program in good faith prior to that date which is thirty (30) calendar days from the date of notice in Section 10.57.220.

D. The landlord must provide the tenant with a notice of eviction prevention resources under 10.57.220 regardless of the landlord or tenants' participation in the eviction prevention program.

Section 6. There is enacted a new section 10.57.240 of the Spokane Municipal Code to read as follows:

Section 10.57.240 Exemptions

The landlord is not obligated to comply with section 10.57.230 under the following circumstances:

- A. The tenant does not comply with statutory duties as outlined in RCW 59.18.130 or 59.18.140; and the noncompliant activity on the premises substantially affects the health and safety of the tenant or other tenants; or
- B. If eviction is necessary to cease or prevent an imminent threat of harm by the person being evicted, including physical harm or harassment; or
- C. If criminal activity on the premises as described in RCW 59.18.130 (8) is alleged

to be the basis for termination of the tenancy, and the tenant is arrested as a result of this activity, the landlord may proceed directly to eviction proceedings or an unlawful detainer action against the tenant who was arrested.

Section 7. There is enacted a new section 10.57.250 of the Spokane Municipal Code to read as follows:

Section 10.57.250 Defense to Eviction

It shall be a tenant defense to any action to evict if:

- A. The landlord failed to provide notice as required in Section 10.57.220, or
- B. The landlord, when not otherwise exempt under section 10.57.240, failed to comply with section 10.57.230.

Section 8. Effective Date. This ordinance shall go into effect on June 1, 2026 or the effective date set by Section 19 of the City Charter, whichever is later.

Section 9. 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 10. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

ORD C36808 (DILLON TELIS DIXIT AMENDMENT V2(01-16-26))

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 11/17/2025**Committee Agenda type:** Discussion**Date Rec'd**

9/10/2025

Clerk's File #

ORD C36782

Cross Ref #

ORD C36708

Project #**Council Meeting Date:** 12/08/2025**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**

ORDINANCE AMENDING SPOKANE MUNICIPAL CODE RELATING TO

Agenda Wording

An ordinance relating to designated festival streets; amending Section 12.08.060 of the Spokane Municipal Code.

Summary (Background)

This ordinance amends the list of designated Festival Streets table in SMC 12.08.060 to expand the Garland Avenue designation and add a designation for Sprague Avenue.

What impacts would the proposal have on historically excluded communities?

Removes some barriers for neighborhoods and event organizers to host events on public streets.

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

Not applicable

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

Not applicable

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

Allows for easier access to community events in neighborhoods and provides regular traffic modifications to submit for permit review.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget? N/A	
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Select \$	#
Funding Source	
Funding Source Type Select	
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	Additional Approvals
<u>Dept Head</u>	
<u>Division Director</u>	
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	
Distribution List	

ORDINANCE NO. C36782

An ordinance relating to designated festival streets; amending Section 12.08.060 of the Spokane Municipal Code.

WHEREAS, on July 14, 2025 City Council passed Ordinance C36708, which created a “festival streets” designation, which ordinance became effective on August 24, 2025; and

WHEREAS, events such as festivals are essential for strengthening the quality of life for residents in our community and attracting visitors to Spokane; and

WHEREAS, the City’s Comprehensive Plan class for the City to “support celebrations that enhance the community’s identity and sense of place”; and

WHEREAS, the Spokane Downtown Plan calls for the City to “identify and reduce barriers to cultural events Downtown”; and

WHEREAS, the City seeks to continuously identify and designate certain segments of streets that have historically facilitated closures for large pedestrian-oriented activities as “festival streets” to provide options to special events sponsors, identify and standardize general traffic control requirements and procedures, and reduce potential costs to event organizers and to the City; and

WHEREAS, the City would like to amend the designated “festival streets” to the extent practicable to allow for the widest variety of events to occur;

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That Section 12.08.060 is amended to read as follows:

Section 12.08.060 Festival Streets Designated

- A. It is a priority of the City of Spokane that special events primarily occur within Spokane Parks, however, the City may designate certain portions of City streets as "festival streets" to facilitate recurring temporary closure of vehicular traffic for large pedestrian-oriented festivals and special events that take place outside of Spokane Parks.
- B. The following streets shall be considered festival streets to facilitate the recurring temporary closure of vehicle traffic for large pedestrian-oriented festivals and special events:

Street	Direction
Garland Avenue	from Monroe Street to (Post Street) <u>Howard Street</u>
Howard Street	from the entrance of Riverfront Park to Cataldo Avenue
Howard Street	From Riverside Avenue to Main Avenue
Lincoln Street	from Garland Avenue to Walton Avenue

Main Avenue	from Browne Street to Division Street
Main Avenue	from Lincoln Street to Wall Street
Manito Boulevard	from Manito Park to Division Street
Market Street	from Broad Avenue to Bismarck Avenue
Perry Street	from 9 th Avenue to 12 th Avenue
Post Street	from Sprague Avenue to Main Avenue
Post Street Bridge	from Spokane Falls Boulevard to Lincoln Street and Bridge Avenue
Pacific Avenue	from Chestnut Street to Elm Street
Spokane Falls Boulevard	from Lincoln Street to Wall Street
Spokane Falls Boulevard	from Post Street to Wall Street
<u>Sprague Avenue</u>	<u>from Bernard Street to Division Street</u>
Summit Parkway	from Jefferson Lane to Cedar Street
Wall Street	from Main Avenue to Spokane Falls Boulevard

- C. Nothing in this section shall be construed to require the City to permit any special event or the closure of any designated festival street.
- D. City staff shall develop policies and procedures to standardize the temporary closure of festival streets, including but not limited to coordination with Spokane Transit Authority.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 12/15/2025**Committee Agenda type:** Discussion**Date Rec'd**

12/9/2025

Clerk's File #

ORD C36823

Cross Ref #**Project #****Council Meeting Date:** 01/26/2026**Submitting Dept**

INTEGRATED CAPITAL

Bid #**Contact Name/Phone**

INGA NOTE 509-625-6331

Requisition #**Contact E-Mail**

INOTE@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**

2025 OFFICIAL ARTERIAL STREET MAP CHANGES

Agenda Wording

Updating the Official Arterial Street Map in SMC 12.08.040 to better match with current street usage and future capital projects.

Summary (Background)

The City uses the Official Arterial Street Map in SMC 12.08.040 to designate arterial streets. After discussion with the Streets Department, the following changes are proposed. 1. Wall from SFB to Main - remove arterial designation. Does not function as arterial. 2. Freya from Palouse Highway to city limits - designate as Major Collector to match Spokane County and WSDOT Federal Functional Classification designation. 3. Wellesley from Hartley to Assembly - designate as Minor Collector to match usage following construction of Flett Middle School, and to allow Arterial Street Funds to pay for paving the shoulders concurrent with our Safe Routes to School project. 4. Summit Parkway from Nettleton to Cedar - designate as Minor Collector to match existing usage and WSDOT Federal Functional Classification designation. 5. Wieber Drive from Shawnee Avenue to Navaho Drive - designate as Minor Collector as it's the primary access for several large subdivisions in the City and County. Would be eligible for Arterial Street Funds to pay for future asphalt work.

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. 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?

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 work is consistent with the Comprehensive Plan and code requirements to designate arterial streets.

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Select \$	#
Funding Source	
Funding Source Type	Select
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	Additional Approvals
<u>Dept Head</u>	GBYRD
<u>Division Director</u>	GBYRD
<u>Accounting Manager</u>	GBYRD
<u>Legal</u>	GBYRD
<u>For the Mayor</u>	GBYRD
Distribution List	
	inote@spokanecity.org
ceharris@spokanecity.org	eraea@spokanecity.org

ORDINANCE NO. C36823

An ordinance relating to arterial streets; updating Section 12.08.040 of the Spokane Municipal Code.

WHEREAS, the Spokane City Council has adopted an Official Arterial Street Map (Ordinance NO. C36316, 2023); and

WHEREAS, the proposed Shared Street Ordinance states that candidate locations may not be arterials and must be removed the Official Arterial Street Map; and

WHEREAS, the Streets Department and Integrated Capital Management Department recommend removal of Wall Street (Main to Spokane Falls Blvd) from the arterial map due to low traffic volume; and

WHEREAS, the Streets Department and Integrated Capital Management Department recommend the addition of Wellesley Avenue from Hartley Street to Assembly Street to the arterial map due to its growing traffic volume and future transit service; and

WHEREAS, the Streets Department and Integrated Capital Management Department recommend the addition of Summit Parkway from Nettleton Street to Cedar Street to the arterial map due to its current traffic volume and use; and

WHEREAS, the Streets Department and Integrated Capital Management Department recommend the addition of Freya Street from Palouse Highway to 55th Avenue to the arterial map due to its current traffic volume, continuity with Spokane County’s system and continuity with WSDOT’s Federal Functional Classification Map; and

WHEREAS, the Streets Department and Integrated Capital Management Department recommend the addition of Wieber Drive from Shawnee Avenue to Navaho Avenue due to its current volumes and use; and

WHEREAS, these changes will be incorporated into the Comprehensive Plan map TR 12 during the 2026 periodic update; and

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That there is adopted a new Official Arterial Street Map for Section 12.08.040 of the Spokane Municipal Code as attached:

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

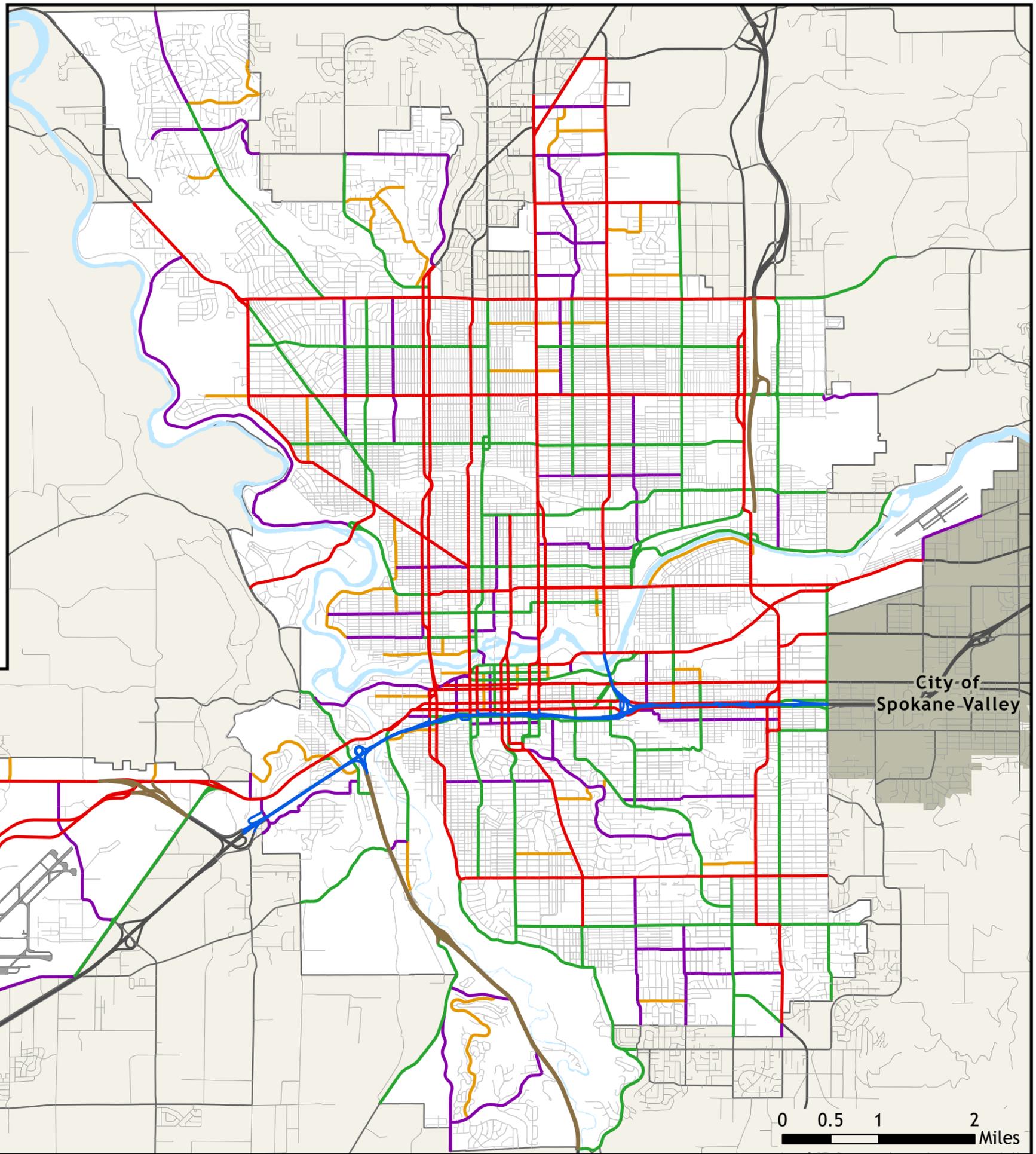
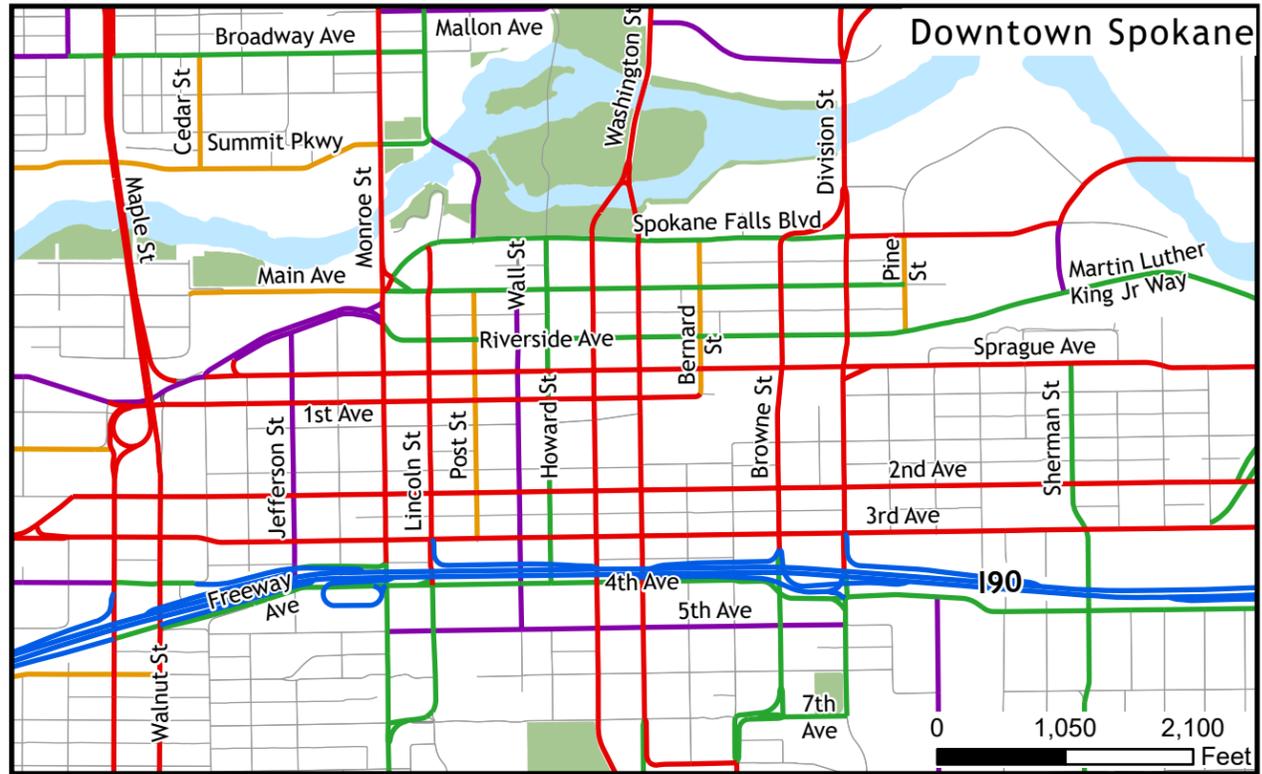
City Attorney

Mayor

Date

Effective Date

City of Spokane Arterial Street Map SMC 12.08.040



Legend

- Urban Interstate
- Urban Other Freeways and Expressways
- Urban Principal Arterial
- Urban Minor Arterial
- Urban Major Collector
- Urban Minor Collector
- Urban Local Access
- City of Spokane
- Stream or River



Date: October 2025

THIS IS NOT A LEGAL DOCUMENT:
 The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 12/08/2025**Committee Agenda type:** Discussion**Date Rec'd**

12/3/2025

Clerk's File #

ORD C36824

Cross Ref #**Project #****Council Meeting Date:** 01/26/2026**Submitting Dept**

DEVELOPMENT SERVICES CENTER

Bid #**Contact Name/Phone**

TAMI 6157

Requisition #**Contact E-Mail**

TPALMQUIST@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**

DEVELOPMENT SERVICES FEE AMENDMENTS

Agenda Wording

An Ordinance relating to fees and charges amending Chapter 08.02 of the Spokane Municipal Code. Specifically amending the Development Fee Schedule for the annual CPI increase.

Summary (Background)

City Council approved the new fee schedules for the DSC on December 9, 2024 that included an annual CPI increase.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
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	
Dept Head	PALMQUIST, TAMI
Division Director	MACDONALD, STEVEN
Accounting Manager	ZOLLINGER, NICHOLAS
Legal	PICCOLO, MIKE
For the Mayor	PICCOLO, MIKE
Distribution List	
	smacdonald@spokanecity.org
tpalmquist@spokanecity.org	akiehn@spokanecity.org
nzollinger@spokanecity.org	

ORDINANCE NO C36824

An Ordinance relating to fees and charges amending Chapter 08.02 of the Spokane Municipal Code. Specifically amending the Development Fee Schedule and setting an effective date, and other matters properly related thereto.

The City of Spokane does hereby ordain:

Section 1. That SMC section 08.02 is amended to include the 2026 Development Fee Schedule.

Section 2: Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

	Current Fee	New Proposal Raw increase	New Proposal Rounded to the Nearest Dime	Backstop Adjustment 4.08% (Max Adjustment Allowed)	New Fees Rounded to nearest dollar or dime. Limited by upper backstop	Percentage Increase
	Fee Adjustment Factor 2025	3.5292%				
Development Fee Schedule						
	Fee Amount					
Shared Fees						
Processing/Application Fee (except as otherwise identified)	\$65.00				Not Adjusted	
Technology Fee	2.50%					
Development Services Review Fee	\$115.00	\$119.059	\$119.10	\$119.68	\$119.00	3.48%
Re-Inspection Fee	\$150.00	\$155.294	\$155.30	\$156.11	\$156.00	4.00%
Work Beyond Scope of Permit	\$150.00	\$155.294	\$155.30	\$156.11	\$156.00	4.00%
Work Done Without Permit/Investigative Fees - Greater Of:2x the Inspection Fee(s) or \$300	300	\$310.588	\$310.60	\$312.21	\$311.00	3.67%
Inspection Outside Normal Working Hours (2-hr minimum)	\$115	\$119.059	\$119.10	\$119.68	\$119.00	3.48%
Additional, Excessive, Phased Reviews	50% Original Review Fee					
Additional, Excessive, Phased Inspections	\$105.00	\$108.706	\$108.70	\$109.27	\$109.00	3.81%
Trade Review	\$115	\$119.059	\$119.10	\$119.68	\$119.00	3.48%
Refund Administration Fee - Plan Review and Processing/Application Fees are non-refundable, no refunds of	N/A					
State Building Code Fee	State Determined Fee					
Permit or Application Extension Fee	\$45.00	\$46.588	\$46.60	\$46.83	\$46.60	3.56%
Recording Fee	County Determined Fee					
State Environmental Policy Act (SEPA)						
SEPA Environmental Checklist Initial Review	\$500.00	\$517.646	\$517.60	\$520.35	\$518.00	3.60%
Threshold Determination of MDNS	\$325.00	\$336.470	\$336.50	\$338.23	\$337.00	3.69%
Threshold Determination Resulting in Declaration of Significance	Actual Cost					
Threshold Determination Resulting in Declaration of Significance - Deposit	\$3,250.00	\$3,364.700		\$3,382.28	\$3,365.00	3.54%
Public Notice	Actual Cost					
Environmental Document Reproduction	Actual Cost					
Appeal Fees						
Appeal of Administrative Decision to Hearing Examiner	\$350.00	\$362.352	\$362.40	\$364.25	\$363.00	3.71%
Exception: Junk Vehicle Determination Appeal	\$200.00	\$207.058	\$207.10	\$208.14	\$208.00	4.00%
Appeal of Hearing Examiner Decision to City Council	\$700.00	\$724.705	\$724.70	\$728.49	\$725.00	3.57%
Appeal Preparation Fee	Actual Cost					
Request for Reconsideration	\$250.00	\$258.823	\$258.80	\$260.18	\$259.00	3.60%
Blasting Licenses and Permits						
Blaster's License	\$55.00	\$56.941	\$56.90	\$57.24	\$57.00	3.64%
Blasting Permit	\$275.00	\$284.705	\$284.70	\$286.19	\$285.00	3.64%
Boiler and Gas Heating Mechanic License Fees						
License Application and Examination Fee	\$110.00	\$113.882	\$113.90	\$114.48	\$114.00	3.64%
Annual License Fee	\$55.00	\$56.941	\$56.90	\$57.24	\$57.00	3.64%

Annual Inspector License Fee	\$55.00	\$56.941	\$56.90	\$57.24	\$57.00	3.64%
Boiler Installation Inspection Fees						
Low Pressure & Hot Water Boiler < 500,000 BTUs	\$157.00	\$162.541	\$162.50	\$163.39	\$163.00	3.82%
LP & HWB 500,000 to < 2,000,000 BTUs	\$265.00	\$274.352	\$274.40	\$275.79	\$275.00	3.77%
LP & HWB 2,000,000 BTUs and greater	\$425.00	\$439.999	\$440.00	\$442.30	\$440.00	3.53%
Power Boilers < 1,000,000 BTUs	\$425.00	\$439.999	\$440.00	\$442.30	\$440.00	3.53%
Power Boilers from 1,000,000 to < 5,000,000 BTUs	\$850.00	\$879.999	\$880.00	\$884.60	\$880.00	3.53%
Power Boilers 5,000,000 BTUs and greater - Base	\$850.00	\$879.999	\$880.00	\$884.60	\$880.00	3.53%
Power Boilers 5,000,000 BTUs and greater - Additional Charge per million BTUs	\$25.00	\$25.882	\$25.90	\$26.02	\$26.00	4.00%
Electric Boiler less than or equal to ≤ 250 kw	\$250.00	\$258.823	\$258.80	\$260.18	\$259.00	3.60%
Unfired Pressure Vessel	\$60.00	\$62.118	\$62.10	\$62.44	\$62.10	3.50%
Boiler Operating Permit & Accessory Fees						
Boilers - Base City Inspected Operating Permit Fee	\$85.00	\$88.000	\$88.00	\$88.46	\$88.00	3.53%
Boilers - per Vessel	\$35.00	\$36.235	\$36.20	\$36.42	\$36.20	3.43%
Hydrostatic Pressure Test	\$145.00	\$150.117	\$150.10	\$150.90	\$150.00	3.45%
Repair Inspections - Hourly	\$115.00	\$119.059	\$119.10	\$119.68	\$119.00	3.48%
Building Permit Fees						
\$1 - \$2,000 Job Value Fee - Base	\$73.00				Not Adjusted	
\$2,001 - \$25,000 Job Value Fee - Base	\$73.00				Not Adjusted	
\$2,001 - \$25,000 Job Value Fee - Variable per \$1000 over \$2000	\$13.00				Not Adjusted	
\$25,001 - \$50,000 Job Value Fee - Base	\$372.00				Not Adjusted	
\$25,001 - \$50,000 Job Value Fee - Variable per \$1000 over \$25,000	\$10.00				Not Adjusted	
\$50,001 - \$100,000 Job Value Fee - Base	\$622.00				Not Adjusted	
\$50,001 - \$100,000 Job Value Fee - Variable per \$1000 over \$50,000	\$7.00				Not Adjusted	
\$100,001 - \$500,000 Job Value Fee - Base	\$972.00				Not Adjusted	
\$100,001 - \$500,000 Job Value Fee - Variable per \$1000 over \$100,000	\$5.00				Not Adjusted	
\$500,001 - \$1,000,000 Job Value Fee - Base	\$2,972.00				Not Adjusted	
\$500,001 - \$1,000,000 Job Value Fee - Variable per \$1000 over \$500,000	\$4.00				Not Adjusted	
Over \$1,000,000 Job Value Fee - Base	\$4,972.00				Not Adjusted	
Over \$1,000,000 Job Value Fee - Variable per \$1000 over \$1,000,000	\$3.00				Not Adjusted	
Plan Review for Commercial & Multi-Family over 2 units	65% of Job Value Fee					
Fast Track Plan Review Fee	125% of Job Value Fee					
Early Start and Fast Track Approval	25% Additional fee					
Stock Plan Review Fee	25% of Job Value Fee					
Reduced Plan Review Fee	25% of Job Value Fee					
*Applications for successive identical buildings on a single site submitted simultaneously are eligible for the Reduced Plan Review Fee. In these instances, the full plan review fee applies to the first of the duplicate buildings.						
Plan Review for New Single-Family Residences (SFR), Accessory Dwelling Units, & Duplexes	50% of Job Value Fee					
Plan Review for SFR & Duplex Accessory Structures & Additions	25% of Job Value Fee					
Revision Review Fee - Hourly	\$115	\$119.059	\$119.10	\$119.68	\$119.00	3.48%
Plan Review for SFR & Duplex Accessory Structure Remodels	25% of Job Value Fee					
Demolition of SFR or Duplex	\$45.00	\$46.588	\$46.60	\$46.83	\$46.60	3.56%

Demolition of Other Structures - Per 1,000 Sq Ft - [maximum fee \$450]	\$45.00	\$46.588	\$46.60	\$46.83	\$46.60	3.56%
Demolition of Residential Accessory Structures - (i.e. -garages, pools)	\$35.00	\$36.235	\$36.20	\$36.42	\$36.20	3.43%
*Additional fees may be required for historically eligible or listed properties in accordance with Historic Preservation's Fee Schedule						
Fence Permit Fee per 100 linear feet or fraction thereof	\$20.00	\$20.706	\$20.70	\$20.81	\$20.70	3.50%
Grading Permit Fee for 10,000 cubic yards or less	\$145.00	\$150.117	\$150.10	\$150.90	\$150.00	3.45%
Grading Permit Fee for each additional 10,000 cubic yards or fraction thereof	\$30.00	\$31.059	\$31.10	\$31.22	\$31.10	3.67%
Grading Plan Review for 1,000 cubic yards or less	\$75.00	\$77.647	\$77.60	\$78.05	\$78.00	4.00%
Grading Plan Review for 1,001 - 100,000 cubic yards	\$190.00	\$196.706	\$196.70	\$197.73	\$197.00	3.68%
Grading Plan Review for each 10,000 cubic yards over 100,000	\$10.00	\$10.353	\$10.40	\$10.41	\$10.40	4.00%
Sign Permit Fee for Wall, Projecting, and Incidental Signs - Per Sign	\$47.00	\$48.659	\$48.70	\$48.91	\$48.70	3.62%
Sign Permit Fee for Pole and Billboard - Per Sign	\$117.00	\$121.129	\$121.10	\$121.76	\$121.00	3.42%
Sign Review Fee	\$115.00	\$119.059	\$119.10	\$119.68	\$119.00	3.48%
Factory Built Housing - Per Section	\$75.00	\$77.647	\$77.60	\$78.05	\$78.00	4.00%
Manufactured (Mobile) Home - Per Section	\$75.00	\$77.647	\$77.60	\$78.05	\$78.00	4.00%
Temporary Structures - 1st 180 days	\$250.00	\$258.823	\$258.80	\$260.18	\$259.00	3.60%
Temporary Structures - 2nd 180 days	\$550.00	\$569.411	\$569.40	\$572.39	\$570.00	3.64%
Relocation Determination Fee	\$75.00	\$77.647	\$77.60	\$78.05	\$78.00	4.00%
Swimming Pool Permit Fee (when accessory to SFR or Duplex)	\$95.00	\$98.353	\$98.40	\$98.87	\$98.40	3.58%
Swimming Pool Permit Fee (for all others)	\$215.00	\$222.588	\$222.60	\$223.75	\$223.00	3.72%
Adult Family Home Inspection	\$245.00	\$253.647	\$253.60	\$254.97	\$254.00	3.67%
Family Home Child Care Capacity Inspection	\$245.00	\$253.647	\$253.60	\$254.97	\$254.00	3.67%
Safety Inspection - Commercial Building - Per hour (2-hr minimum)	\$115.00	\$119.059	\$119.10	\$119.68	\$119.00	3.48%
Safety Inspection - SFR, Electrical Only	\$95.00	\$98.353	\$98.40	\$98.87	\$98.40	3.58%
Safety Inspection - SFR, 2 or more categories	\$190.00	\$196.706	\$196.70	\$197.73	\$197.00	3.68%
Safety Inspection - Duplex	\$245.00	\$253.647	\$253.60	\$254.97	\$254.00	3.67%
Safety Inspection - Multi-Family 3 to 6 units	\$315.00	\$326.117	\$326.10	\$327.82	\$327.00	3.81%
Safety Inspection - Multi-Family over 6 units - Base	\$315.00	\$326.117	\$326.10	\$327.82	\$327.00	3.81%
Safety Inspection - Multi-Family over 6 units - Variable per unit over 6	\$35.00	\$36.235	\$36.20	\$36.42	\$36.20	3.43%
Electrical Service Reconnect - Residence	\$40.00	\$41.412	\$41.40	\$41.63	\$41.40	3.50%
Electrical Service Reconnect - Commercial	\$95.00	\$98.353	\$98.40	\$98.87	\$98.40	3.58%
Expired Building Permit Renewal when No Inspections	100% of Permit Fee					
Expired Building Permit Renewal when Foundation Approved	75% of Permit Fee					
Expired Building Permit Renewal when All Rough-ins Approved	25% of Permit Fee					
Expired Building Permit Renewal with Additional Work	Job Value Fee					
Expired Plumbing Permit Renewal when No Inspections	100% of Permit Fee					
Expired Plumbing Permit Renewal when Top Outs Approved	25% of Permit Fee					
Expired Mechanical Permit Renewal when No Inspections	100% of Permit Fee					
Expired Mechanical Permit Renewal when Rough-Ins Approved	25% of Permit Fee					
Expired Electrical Permit Renewal when No Inspections	100% of Permit Fee					
Expired Electrical Permit Renewal when Rough-Ins/Service Approved	25% of Permit Fee					
Certificate of Occupancy Fees						
For Change of Occupancy when no work is required	\$90.00	\$93.176	\$93.20	\$93.66	\$93.20	3.56%
Temporary Certificate of Occupancy Issuance (not to exceed 100% of the building permit fee)	\$500.00	\$517.646	\$517.60	\$520.35	\$518.00	3.60%
Temporary Certificate of Occupancy Extension (not to exceed 100% of the building permit fee)	\$250.00	\$258.823	\$258.80	\$260.18	\$259.00	3.60%

Solar Fees						
SFR-Duplex Solar Plan Review Fee (DSC)	\$75.00	\$77.647	\$77.60	\$78.05	\$78.00	4.00%
SFR-Duplex Solar Inspection Fee (DSC)	\$150.00	\$155.294	\$155.30	\$156.11	\$156.00	4.00%
MFCOM Solar Plan Review Fee (DSC)	65% of Job Value Fee					
MFCOM Solar Inspection Fee (DSC)	Job Value Based					
Electrical fees assessed as applicable to the scope of work	See Electrical Fees					
Fire Review and Inspection Fees assessed in accordance with the Fire Codes	See Fire Code					
Electrical Permit Fees						
New Square Footage up to 5000 sq ft - Variable per 100 sq ft	\$5.00			Not Adjusted		
New Square Footage over 5,000 sq ft - Base	\$250.00			Not Adjusted		
New Square Footage over 5,000 sq ft - Variable per 100 sq. ft.	\$3.00			Not Adjusted		
Alterations/Wiring of Existing Space (per circuit)	\$7.00	\$7.247	\$7.20	\$7.28	\$7.20	2.86%
Light Standard	\$10.00	\$10.353	\$10.40	\$10.41	\$10.40	4.00%
Service, 1-200 Amps	\$50.00	\$51.765	\$51.80	\$52.04	\$52.00	4.00%
Service, 201-400 Amps	\$62.00	\$64.188	\$64.20	\$64.52	\$64.20	3.55%
Service, 401-600 Amps	\$75.00	\$77.647	\$77.60	\$78.05	\$78.00	4.00%
Service, 601-800 Amps	\$87.00	\$90.070	\$90.10	\$90.54	\$90.10	3.56%
Service, 801-1,000 Amps	\$100.00	\$103.529	\$103.50	\$104.07	\$104.00	4.00%
Service, Over 1,000 Amps - Base	\$100.00	\$103.529	\$103.50	\$104.07	\$104.00	4.00%
Service, Over 1,000 Amps - Variable per 100 Amps over 1,000 Amps	\$7.00	\$7.247	\$7.20	\$7.28	\$7.20	2.86%
Service, Over 600V, Surcharge	\$60.00	\$62.118	\$62.10	\$62.44	\$62.10	3.50%
Alarms, Telecommunications, and other Low Voltage Circuits and Systems (per 2,500 sq. ft.)	\$13.00	\$13.459	\$13.50	\$13.53	\$13.50	3.85%
Temporary Service	\$45.00	\$46.588	\$46.60	\$46.83	\$46.60	3.56%
Transformer - Base	\$40.00	\$41.412	\$41.40	\$41.63	\$41.40	3.50%
Transformer - Variable per 200 Amps or fraction thereof	\$12.00	\$12.424	\$12.40	\$12.49	\$12.40	3.33%
Generator (emergency, standby, and resource recovery) - Base	\$40.00	\$41.412	\$41.40	\$41.63	\$41.40	3.50%
Generator (emergency, standby, and resource recovery) - Variable per 200 Amps or fraction thereof	\$12.00	\$12.424	\$12.40	\$12.49	\$12.40	3.33%
Note: Generators of 50 kW or less are considered equivalent to a 200 Amp service	NA					
Feeder or Subpanel	\$20.00	\$20.706	\$20.70	\$20.81	\$20.70	3.50%
Ground Work-Ground Ufer	\$30.00	\$31.059	\$31.10	\$31.22	\$31.10	3.67%
Extensive Ground Work	\$105.00	\$108.706	\$108.70	\$109.27	\$109.00	3.81%
Annual Electrical Permit, 12 Inspections/1 - 3 Electricians	\$2,300.00			Not Adjusted		
Annual Electrical Permit, 24 Inspections/4 - 6 Electricians	\$4,600.00			Not Adjusted		
Annual Electrical Permit, 36 Inspections/7 - 12 Electricians	\$6,900.00			Not Adjusted		
Annual Electrical Permit, 52 Inspections/13+ Electricians	\$8,200.00			Not Adjusted		
Load Test	\$45.00	\$46.588	\$46.60	\$46.83	\$46.60	3.56%
Energy Storage Systems	\$50.00	\$51.765	\$51.80	\$52.04	\$52.00	4.00%
Elevator Permit Fees						
Install: Elevator, Escalator, or Moving Walk \$5,000 Value or Less	\$250.00	\$258.823	\$258.80	\$260.18	\$259.00	3.60%
Install: Elevator, Escalator, or Moving Walk Install > \$5,000 Value - Base	\$250.00	\$258.823	\$258.80	\$260.18	\$259.00	3.60%
Install: Elevator, Escalator, or Moving Walk Install > \$5,000 Value - Variable per \$1,000 in valuation over \$5,000	\$4.00	\$4.141	\$4.10	\$4.16	\$4.10	2.50%
Install: Stair Climber or Platform Lift	\$88.00	\$91.106	\$91.10	\$91.58	\$91.10	3.52%
Install: Dumbwaiter or Material Lift	\$177.00	\$183.247	\$183.20	\$184.20	\$184.00	3.95%

Install: Temporary Personnel Hoist (Construction Lift)	\$350.00	\$362.352	\$362.40	\$364.25	\$363.00	3.71%
Operating Permit: Hydraulic Elevator - Annual, Base	\$177.00	\$183.247	\$183.20	\$184.20	\$184.00	3.95%
Operating Permit: Hydraulic Elevator - Annual, Variable per stop over two	\$22.00	\$22.776	\$22.80	\$22.90	\$22.80	3.64%
Operating Permit: Cable Elevator - Annual, Base	\$353.00	\$365.458	\$365.50	\$367.37	\$366.00	3.68%
Operating Permit: Cable Elevator - Annual, Variable per stop over two	\$22.00	\$22.776	\$22.80	\$22.90	\$22.80	3.64%
Operating Permit: Escalator or Moving Walk	\$353.00	\$365.458	\$365.50	\$367.37	\$366.00	3.68%
Operating Permit: Dumbwaiter, Platform/Material Lift, or Stair Climber	\$88.00	\$91.106	\$91.10	\$91.58	\$91.10	3.52%
Alteration or Repair: \$5,000 Value or Less	\$250.00	\$258.823	\$258.80	\$260.18	\$259.00	3.60%
Alteration or Repair: > \$5,000 Value - Base	\$250.00	\$258.823	\$258.80	\$260.18	\$259.00	3.60%
Alteration or Repair: > \$5,000 Value – Variable for each \$1,000 over \$5,000	\$4.00	\$4.141	\$4.10	\$4.16	\$4.10	2.50%
Elevator Reinspection: Hourly	\$115.00	\$119.059	\$119.10	\$119.68	\$119.00	3.48%
Uncorrected Deficiencies (assessed at 90, 120, and 150 days)	\$177.00	\$183.247	\$183.20	\$184.20	\$184.00	3.95%
Document Replacement Fee	\$65.00			Not Adjusted		
Temp Hoist: Semi-Annual or Jump Inspection	\$177.00	\$183.247	\$183.20	\$184.20	\$184.00	3.95%
Temp Hoist: Semi-Annual Operating Permit	\$177.00	\$183.247	\$183.20	\$184.20	\$184.00	3.95%
Temporary Operating Permit Fee - Base	\$115.00	\$119.059	\$119.10	\$119.68	\$119.00	3.48%
Temporary Operating Permit Fee – Variable per stop over two	\$15.00	\$15.529	\$15.50	\$15.61	\$15.50	3.33%
Plan Review for Installs and Major Alterations	\$115.00	\$119.059	\$119.10	\$119.68	\$119.00	3.48%
Variance Request w/ Site Visit - Base	\$177.00	\$183.247	\$183.20	\$184.20	\$184.00	3.95%
Variance Request w/ Site Visit - Variable	\$88.00	\$91.106	\$91.10	\$91.58	\$91.10	3.52%
Variance Request via Desk Evaluation (w/o site visit)	\$88.00	\$91.106	\$91.10	\$91.58	\$91.10	3.52%
Technical Advice Site Visit Fee - Base	\$177.00	\$183.247	\$183.20	\$184.20	\$184.00	3.95%
Technical Advice Site Visit Fee – Variable per hour more than two	\$88.00	\$91.106	\$91.10	\$91.58	\$91.10	3.52%
Decommissioning Conveyance Fee	\$177.00	\$183.247	\$183.20	\$184.20	\$184.00	3.95%
Re-Commissioning Conveyance Fee - Base	\$177.00	\$183.247	\$183.20	\$184.20	\$184.00	3.95%
Re-Commissioning Conveyance Fee – Variable per hour more than two	\$88.00	\$91.106	\$91.10	\$91.58	\$91.10	3.52%
Operating a Conveyance w/o Permit: 30 Day Penalty Fee		\$169.788	\$169.80	\$170.67	\$170.00	3.66%
<i>Conveyances in operation without a permit more than 120 days may be removed from service by the inspector</i>	\$164.00					
Mechanical Permit Fees						
Air Handler (per 10,000 cfm or fraction of)	\$17.00	\$17.600	\$17.60	\$17.69	\$17.60	3.53%
Clothes Dryer (Gas)	\$15.00	\$15.529	\$15.50	\$15.61	\$15.50	3.33%
Ductwork System	\$15.00	\$15.529	\$15.50	\$15.61	\$15.50	3.33%
Evaporative Cooler	\$15.00	\$15.529	\$15.50	\$15.61	\$15.50	3.33%
Gas Log	\$15.00	\$15.529	\$15.50	\$15.61	\$15.50	3.33%
Gas Piping: per outlet	\$4.00	\$4.141	\$4.10	\$4.16	\$4.10	2.50%
Water Heater	\$15.00	\$15.529	\$15.50	\$15.61	\$15.50	3.33%
Hot Water Tank Heat Pump	\$15.00	\$15.529	\$15.50	\$15.61	\$15.50	3.33%
Heat Pump, Compressor, or A/C: less than 15 tons	\$23.00	\$23.812	\$23.80	\$23.94	\$23.80	3.48%
Heat Pump, Compressor, or A/C: 15 to 50 tons	\$45.00	\$46.588	\$46.60	\$46.83	\$46.60	3.56%
Heat Pump, Compressor, or A/C: Over 50 tons	\$75.00	\$77.647	\$77.60	\$78.05	\$78.00	4.00%
Heating Equipment: 1 to 100,000 BTUs or 32 kW	\$17.00	\$17.600	\$17.60	\$17.69	\$17.60	3.53%
Heating Equipment: More than 100,000 BTUs or 32 kW	\$25.00	\$25.882	\$25.90	\$26.02	\$26.00	4.00%
Hood: Type I (per 12 ft or 12 ft portion of hood)	\$70.00	\$72.470	\$72.50	\$72.85	\$72.50	3.57%

Hood: Type II	\$15.00	\$15.529	\$15.50	\$15.61	\$15.50	3.33%
Hydronic Piping: per outlet	\$4.00	\$4.141	\$4.10	\$4.16	\$4.10	2.50%
Miscellaneous (items not covered elsewhere)	\$15.00	\$15.529	\$15.50	\$15.61	\$15.50	3.33%
Propane Tanks	\$15.00	\$15.529	\$15.50	\$15.61	\$15.50	3.33%
Range/Cooking Equipment (Gas)	\$15.00	\$15.529	\$15.50	\$15.61	\$15.50	3.33%
Refrigeration or Absorption System: 1 - 500,000 BTUs	\$25.00	\$25.882	\$25.90	\$26.02	\$26.00	4.00%
Refrigeration or Absorption System: 500,001 - 1,750,000 BTUs	\$45.00	\$46.588	\$46.60	\$46.83	\$46.60	3.56%
Refrigeration or Absorption System: Over 1,750,000 BTUs	\$75.00	\$77.647	\$77.60	\$78.05	\$78.00	4.00%
Unlisted or Unused Appliance: Up to 400,000 BTUs	\$75.00	\$77.647	\$77.60	\$78.05	\$78.00	4.00%
Unlisted or Unused Appliance: Over 400,000 BTUs	\$125.00	\$129.412	\$129.40	\$130.09	\$130.00	4.00%
Vent Fans	\$10.00	\$10.353	\$10.40	\$10.41	\$10.40	4.00%
Wood/Pellet Stove or Insert	\$40.00	\$41.412	\$41.40	\$41.63	\$41.40	3.50%
Electrical Disconnects/Reconnects for HVAC replacements and thermostat wiring are assessed at the "Alterations... per circuit" rate found within the Electrical Permit Fees.						
Plumbing Permit Fees						
Per Plumbing Fixture on a trap	\$13.00	\$13.459	\$13.50	\$13.53	\$13.50	3.85%
*** Includes, <i>but is not limited to</i> , installs, relocations, replacements, and rough-ins of backflow devices, dishwashers, garbage disposals, drains, showers, sinks, toilets, tubs, water softeners, etc.						
Medical Gas Outlet	\$13.00	\$13.459	\$13.50	\$13.53	\$13.50	3.85%
Sewage Ejector	\$13.00	\$13.459	\$13.50	\$13.53	\$13.50	3.85%
Vacuum Breaker/Backflow Device	\$13.00	\$13.459	\$13.50	\$13.53	\$13.50	3.85%
Miscellaneous (plumbing not covered elsewhere)	\$13.00	\$13.459	\$13.50	\$13.53	\$13.50	3.85%
<i>Water Heaters are covered within Mechanical Permit Fees</i>						
Code Enforcement: Existing Building and Conservation Code Fees						
General: Bill equal to all costs and expenses incurred by City	Cost Incurred	Not Adjusted				
Boarding and Securing	Cost Incurred	Not Adjusted				
Property Monitoring	\$300.00	Not Adjusted				
Annual Hearing Processing Fee - First Year	\$2,000.00	Not Adjusted				
Annual Hearing Processing Fee - Each Subsequent Year	\$5,000.00	Not Adjusted				
Code Enforcement: Obstruction From Vegetation and Debris Fees						
Vegetation and Debris Abatement	Cost Incurred	Not Adjusted				
Vegetation and Debris Abatement Surcharge	\$250.00	Not Adjusted				
Code Enforcement: Existing Building and Conservation Code Fees						
Annual Foreclosure Property Registration Fee	\$350.00	Not Adjusted				
Sidewalk Café Fees						
Sidewalk Café Annual Fee	\$150.00	\$155.294	\$155.30	\$156.11	\$156.00	4.00%
Site Modification Review Fee	\$275.00	\$284.705	\$284.70	\$286.19	\$285.00	3.64%
Initial Review Fee	\$300.00	\$310.588	\$310.60	\$312.21	\$311.00	3.67%
Parklets and Streateries						
Annual License Fee	\$150.00	\$155.294	\$155.30	\$156.11	\$156.00	4.00%
Site Modification Review Fee	\$275.00	\$284.705	\$284.70	\$286.19	\$285.00	3.64%
Initial Review Fee	\$300.00	\$310.588	\$310.60	\$312.21	\$311.00	3.67%
Refundable Cash Bond	\$1,000.00	Not Adjusted				

2-hour zone per square foot per month	\$3.04					Not Adjusted
4-hour and all-day zones per square foot per month	\$2.05					Not Adjusted
Time-restricted fee parking	\$1.05					Not Adjusted
Device Removal and Replacement Fee - Single Space Meter	\$60.00					Not Adjusted
Device Removal and Replacement Fee - Dual Space Meter	\$120.00					Not Adjusted
Device Removal and Replacement Fee - Kiosk	\$500.00					Not Adjusted
Streets and Airspace Fees						
Skywalk Application to Hearing Examiner	\$7,160.00	\$7,412.693	\$7,412.70	\$7,451.41	\$7,413.00	3.53%
Skywalk Annual Inspection	\$588.00	\$608.752	\$608.80	\$611.93	\$609.00	3.57%
Skywalk Renewal (within 20 years of permit issuance)	\$2,290.00	\$2,370.820	\$2,370.80	\$2,383.20	\$2,371.00	3.54%
Street Address Assignment	\$15.00	\$15.529	\$15.50	\$15.61	\$15.50	3.33%
Street Address Change	\$61.00	\$63.153	\$63.20	\$63.48	\$63.20	3.61%
ROW Obstruction: Dumpster or Temp Storage Unit (Pod) per 15-day period	\$150.00	\$155.294	\$155.30	\$156.11	\$156.00	4.00%
ROW Obstruction: Long-term (more than 20 days) per square foot per month	\$0.20	\$0.207	\$0.20	\$0.21	\$0.20	0.00%
ROW Obstruction: With Excavation 1-3 Days	\$150.00	\$155.294	\$155.30	\$156.11	\$156.00	4.00%
ROW Obstruction: No Excavation 1-3 Days	\$40.00	\$41.412	\$41.40	\$41.63	\$41.40	3.50%
ROW Obstruction: Each Additional Day	\$20.00	\$20.706	\$20.70	\$20.81	\$20.70	3.50%
Master Annual Permit	Expense based					
Obstruction W/O Permit or Exempt Notification	\$500.00	\$517.646	\$517.60	\$520.35	\$518.00	3.60%
Work Beyond Scope of Permit	\$250.00	\$258.823	\$258.80	\$260.18	\$259.00	3.60%
No Fee for Activities Done Under City Contract	\$0.00				\$0.00	
Traffic Control Plan Review Fee	\$78.00	\$80.753	\$80.80	\$81.17	\$81.00	3.85%
Building Move Permit	\$172.00	\$178.070	\$178.10	\$179.00	\$179.00	4.07%
Road Oiling (and other dust palliatives)	\$156.00	\$161.506	\$161.50	\$162.35	\$162.00	3.85%
Street Vacation Application Fee	\$623.00	\$644.987	\$645.00	\$648.36	\$645.00	3.53%
Approach Permit: Commercial	\$52.00	\$53.835	\$53.80	\$54.12	\$54.00	3.85%
Approach Permit: Residential Driveway	\$31.00	\$32.094	\$32.10	\$32.26	\$32.10	3.55%
IT Plan Review for Fiber Projects	\$95	\$98.353	\$98.40	\$98.87	\$98.40	3.58%
House Move Rescheduling Fee – <i>This is an additional processing fee assessed for house moves that are rescheduled after arrangements for staff had already been made .</i>	\$65.00					Not Adjusted
						Not Adjusted
						Not Adjusted
Oversize or Overweight Movements						
Oversize Load - Per 30 Days or fraction of	\$78.00	\$80.753	\$80.80	\$81.17	\$81.00	3.85%
Overweight Load (on specified route) - Per 30 Days or fraction of	\$117.00	\$121.129	\$121.10	\$121.76	\$121.00	3.42%
Superload - Per Trip	\$117.00	\$121.129	\$121.10	\$121.76	\$121.00	3.42%
(Engineering) Private Construction Plan Review Fee Table:						
\$1 - \$10,000 Job Value Fee	\$300.00					Not Adjusted
\$10,001 - \$50,000 Job Value Fee - Base	\$300.00					Not Adjusted
\$10,001 - \$50,000 Job Value Fee - Variable for each \$1,000 over \$10,000	\$15.00					Not Adjusted
\$50,001 - \$100,000 Job Value Fee - Base	\$900.00					Not Adjusted
\$50,001 - \$100,000 Job Value Fee - Variable for each \$1,000 over \$50,000	\$13.00					Not Adjusted
\$100,001 - \$500,000 Job Value Fee - Base	\$1,550.00					Not Adjusted
\$100,001 - \$500,000 Job Value Fee - Variable for each \$1,000 over \$100,000	\$10.50					Not Adjusted

\$500,001 - \$1,000,000 Job Value Fee - Base	\$5,750.00				Not Adjusted	
\$500,001 - \$1,000,000 Job Value Fee - Variable for each \$1,000 over \$500,000	\$9.50				Not Adjusted	
Over \$1,000,000 Job Value Fee - Base	\$10,500.00				Not Adjusted	
Over \$1,000,000 Job Value Fee - Variable for each \$1,000 over \$1,000,000	\$8.75				Not Adjusted	
Additional Review (for excessive plan changes) per hour	\$115	\$119.059	\$119.10	\$119.68	\$119.00	3.48%
On-Site Water Systems Review Fee - outside City limits or no bldg permit	\$250.00	\$258.823	\$258.80	\$260.18	\$259.00	3.60%
On-Site Sanitary Sewer Systems Review - outside City limits or no bldg permit	\$250.00	\$258.823	\$258.80	\$260.18	\$259.00	3.60%
Standard (Simple) Stormwater Systems Review: Under 10 lots - Base	\$400.00	\$414.117	\$414.10	\$416.28	\$415.00	3.75%
Standard (Simple) Stormwater Systems Review: Under 10 lots - Variable per lot	\$10.00	\$10.353	\$10.40	\$10.41	\$10.40	4.00%
Standard (Simple) Stormwater Systems Review: 10 - 100 lots - Base	\$500.00	\$517.646	\$517.60	\$520.35	\$518.00	3.60%
Standard (Simple) Stormwater Systems Review: 10 - 100 lots - Variable per lot	\$10.00	\$10.353	\$10.40	\$10.41	\$10.40	4.00%
Standard (Simple) Stormwater Systems Review: Over 100 lots - Base	\$700.00	\$724.705	\$724.70	\$728.49	\$725.00	3.57%
Standard (Simple) Stormwater Systems Review: Over 100 lots - Variable per lot	\$10.00	\$10.353	\$10.40	\$10.41	\$10.40	4.00%
Stormwater Review Fee Up to 2 acres - outside City limits or no bldg permit	\$250.00	\$258.823	\$258.80	\$260.18	\$259.00	3.60%
Stormwater Review Fee Over 2 acres - outside City limits or no bldg permit	\$500.00	\$517.646	\$517.60	\$520.35	\$518.00	3.60%
Complex Stormwater Systems Review: Under 10 lots - Base	\$500.00	\$517.646	\$517.60	\$520.35	\$518.00	3.60%
Complex Stormwater Systems Review: Under 10 lots - Variable per lot	\$10.00	\$10.353	\$10.40	\$10.41	\$10.40	4.00%
Complex Stormwater Systems Review: 10 - 100 lots - Base	\$750.00	\$776.469	\$776.50	\$780.53	\$777.00	3.60%
Complex Stormwater Systems Review: 10 - 100 lots - Variable per lot	\$15.00	\$15.529	\$15.50	\$15.61	\$15.50	3.33%
Complex Stormwater Systems Review: Over 100 lots - Base	\$1,000.00	\$1,035.292	\$1,035.30	\$1,040.70	\$1,036.00	3.60%
Complex Stormwater Systems Review: Over 100 lots - Variable per lot	\$15.00	\$15.529	\$15.50	\$15.61	\$15.50	3.33%
Stormwater Review Fee Up to 2 acres - outside City limits or no bldg permit	\$500.00	\$517.646	\$517.60	\$520.35	\$518.00	3.60%
Stormwater Review Fee Over 2 acres - outside City limits or no bldg permit	\$1,000.00	\$1,035.292	\$1,035.30	\$1,040.70	\$1,036.00	3.60%
Storm Sewer Review - in accordance with subsection (A) above.	No Charge					
Waiver or Variance Review	\$115.00	\$119.059	\$119.10	\$119.68	\$119.00	3.48%
Site Development Plan Review	\$250.00	\$258.823	\$258.80	\$260.18	\$259.00	3.60%
Traffic Impact Analysis Review Fee	\$200.00	\$207.058	\$207.10	\$208.14	\$208.00	4.00%
Hydraulic Analysis Review Fee	\$580.00	\$600.470	\$600.50	\$603.61	\$601.00	3.62%
(Engineering) Private Construction Inspection Fee Table:						
\$1 - \$5,000 Job Value Fee	\$500.00				Not Adjusted	
\$5,001 - \$10,000 Job Value Fee	\$1,000.00				Not Adjusted	
\$10,001 - \$50,000 Job Value Fee - Base	\$1,000.00				Not Adjusted	
\$10,001 - \$50,000 Job Value Fee - Variable for each \$1,000 over \$10,000	\$25.00				Not Adjusted	
\$50,001 - \$100,000 Job Value Fee - Base	\$2,000.00				Not Adjusted	
\$50,001 - \$100,000 Job Value Fee - Variable for each \$1,000 over \$50,000	\$20.00				Not Adjusted	
\$100,001 - \$500,000 Job Value Fee - Base	\$3,000.00				Not Adjusted	
\$100,001 - \$500,000 Job Value Fee - Variable for each \$1,000 over \$100,000	\$15.00				Not Adjusted	
\$500,001 - \$1,000,000 Job Value Fee - Base	\$9,000.00				Not Adjusted	
\$500,001 - \$1,000,000 Job Value Fee - Variable for each \$1,000 over \$500,000	\$10.00				Not Adjusted	
Over \$1,000,000 Job Value Fee - Base	\$14,000.00				Not Adjusted	
Over \$1,000,000 Job Value Fee - Variable for each \$1,000 over \$1,000,000	\$5.00				Not Adjusted	
Non-Typical, Specialty Project Inspection	\$115.00	\$119.059	\$119.10	\$119.68	\$119.00	3.48%
Non-Typical, Specialty Project Overtime Inspection	1.5x the Inspection Fee(s)					

Non-Typical, Specialty Project Survey Crew Inspection	\$115.00	\$119.059	\$119.10	\$119.68	\$119.00	3.48%
Non-Typical, Specialty Project Survey Crew Overtime Inspection	1.5x the Inspection Fee(s)					
Multi-Family Housing Property Tax Incentive Program						
Multi-Family Tax Exemption (MFTE) Application	\$1,000.00	Not Adjusted				
MFTE Extension Application	\$1,000.00	Not Adjusted				
MFTE Final Certificate	\$2,000.00	Not Adjusted				
MFTE Final Certificate Conversion from 12 to 8 year	\$500.00	Not Adjusted				
Shorelines Management						
\$2,500 - \$10,000 Project Value Fee	\$1,200.00	\$1,242.351	\$1,242.40	\$1,248.84	\$1,243.00	3.58%
\$10,001 - \$50,000 Project Value Fee	\$1,600.00	\$1,656.468	\$1,656.50	\$1,665.12	\$1,657.00	3.56%
\$50,001 - \$250,000 Project Value Fee	\$3,000.00	\$3,105.877	\$3,105.90	\$3,122.10	\$3,106.00	3.53%
\$250,001 - \$1,000,000 Project Value Fee	\$5,800.00	\$6,004.696	\$6,004.70	\$6,036.06	\$6,005.00	3.53%
Over \$1,000,000 Project Value Fee - Base	\$7,000.00	\$7,247.047	\$7,247.00	\$7,284.90	\$7,248.00	3.54%
Over \$1,000,000 Project Value Fee - Variable	0.1% of project valuation					
Variance Fee	\$2,300.00	\$2,381.172	\$2,381.20	\$2,393.61	\$2,382.00	3.57%
Conditional Use Fee	\$2,000.00	\$2,070.585	\$2,070.60	\$2,081.40	\$2,071.00	3.55%
Pre-Submittal Review	\$600.00	\$621.175	\$621.20	\$624.42	\$622.00	3.67%
Shoreline Exemption Fee	\$600.00	\$621.175	\$621.20	\$624.42	\$622.00	3.67%
Permit Amendment Fee	80% of fee in this schedule					
Plats						
One-Year Extension of Preliminary Plat Approval	\$500.00	\$517.646	\$517.60	\$520.35	\$518.00	3.60%
Phasing of Approved Preliminary Plat	\$600.00	\$621.175	\$621.20	\$624.42	\$622.00	3.67%
Vacation of Approved Preliminary Plat	\$800.00	\$828.234	\$828.20	\$832.56	\$829.00	3.63%
Final Long Plat - Base	\$3,305.00	\$3,421.641	\$3,421.60	\$3,439.51	\$3,422.00	3.54%
Final Long Plat - Additional fee per lot	\$30.00	Not Adjusted				
Alteration of Approved Preliminary, Final Long Plat or BSP	80% of fee in this schedule					
Final Short Plat Filing Fee	\$2,271.00	\$2,351.149	\$2,351.10	\$2,363.43	\$2,352.00	3.57%
Final Short Plat Filing Fee - Additional fee per lot	\$30.00	Not Adjusted				
Final Short Plat Filing Fee with Minor Engineering Review	\$350.00	Not Adjusted				
Final Short Plat Filing Fee with Minor Engineering Review - Additional fee per lot	\$30.00	Not Adjusted				
Final Binding Site Plan	\$2,970.00	\$3,074.818	\$3,074.80	\$3,090.88	\$3,075.00	3.54%
Final Binding Site Plan - fee per additional acre	\$30.00	Not Adjusted				
Boundary Line Adjustment Filing Fee	\$370.00	\$383.058	\$383.10	\$385.06	\$384.00	3.78%
Street Name Change	\$2,500.00	\$2,588.231	\$2,588.20	\$2,601.75	\$2,589.00	3.56%
Use of Planning Staff Not Covered by Plat Fees	\$115.00	\$119.059	\$119.10	\$119.68	\$119.00	3.48%
Concurrency Inquiry Application	\$200.00	\$207.058	\$207.10	\$208.14	\$208.00	4.00%
Zoning						
Staff Preparation of Notification Map and Associated Documents	\$207.00	\$214.306	\$214.30	\$215.42	\$215.00	3.86%
Type I Application	\$1,085.00	\$1,123.292	\$1,123.30	\$1,129.16	\$1,124.00	3.59%
Type II Application	\$4,325.00	\$4,477.640	\$4,477.60	\$4,501.03	\$4,478.00	3.54%
Type II Application - per additional acre	\$60.00	\$62.118	\$62.10	\$62.44	\$62.10	3.50%
Type II Application with Minor Engineering Review	\$1,085.00	\$1,123.292	\$1,123.30	\$1,129.16	\$1,124.00	3.59%
Type III Application	\$4,590.00	\$4,751.992	\$4,752.00	\$4,776.81	\$4,752.00	3.53%

Type III Application - per additional acre	\$215.00	\$222.588	\$222.60	\$223.75	\$223.00	3.72%
Site Plan Review and/or Modification	\$815.00	\$843.763	\$843.80	\$848.17	\$844.00	3.56%
Site Plan Review and/or Modification - per additional 10 acres	\$550.00	\$569.411	\$569.40	\$572.39	\$570.00	3.64%
Planned Unit Development (PUD) Bonus Density	\$880.00	\$911.057	\$911.10	\$915.82	\$912.00	3.64%
Final PUD	\$3,295.00	\$3,411.288	\$3,411.30	\$3,429.11	\$3,412.00	3.55%
Temporary Use Permit	\$675.00	\$698.822	\$698.80	\$702.47	\$699.00	3.56%
Floodplain Development Permit	\$1,139.00	\$1,179.198	\$1,179.20	\$1,185.36	\$1,180.00	3.60%
Floodplain Development Permit -per additional acre	\$55.00	\$56.941	\$56.90	\$57.24	\$57.00	3.64%
Formal Written Interpretation of Zoning Code	\$727.00	\$752.658	\$752.70	\$756.59	\$753.00	3.58%
Public Hearing for Other Matters	\$1,895.00	\$1,961.879	\$1,961.90	\$1,972.13	\$1,962.00	3.54%
Use of Planning Staff Not Covered by Above Fees - Hourly	\$115.00	\$119.059	\$119.10	\$119.68	\$119.00	3.48%
Zoning Verification Letter	\$115.00	\$119.059	\$119.10	\$119.68	\$119.00	3.48%
Design Review						
Design Review by Urban Design Staff	\$600.00				Not Adjusted	
Design Review by Design Review Board	\$1,275.00				Not Adjusted	
Comprehensive Plan and Land Use Code Amendments						
Threshold Review Fee	\$500.00				Not Adjusted	
Comp Plan, Map, Text, or other Land Use Code Amendment - Base	\$7,000.00				Not Adjusted	
Comp Plan, Map, Text, or other Land Use Code Amendment - Variable per additional 10 acres	\$1,075.00				Not Adjusted	
Use of Planning Staff Not Covered by Above Fees	\$115.00				Not Adjusted	
Formal Written Interpretation of Comp Plan	\$1,075.00				Not Adjusted	
Short Term Rental License Fee						
Registration for STR - Residential Zone - Application	\$200.00				Not Adjusted	
Registration for STR - Residential Zone - Renewal	\$100.00				Not Adjusted	
Registration for STR - Other Zone - Application	\$300.00				Not Adjusted	
Registration for STR - Other Zone - Renewal	\$150.00				Not Adjusted	

Development Fee Schedule 2026

Automatic Annual Adjustment

Effective January 1, 2026, and the first January of each year thereafter, the development fees shall be adjusted by the City of Spokane Building Official for an amount equal to the weighted average of the 2nd quarter Employment Cost Index for State and Local Government Workers (ECI GW) with a weight of 0.7 and the June to June Consumer Price Index for All Urban Consumers West Class BC (CPI-U West BC) with a weight of 0.3. The calculated adjustment factor shall not exceed the three-year average of the weighted values from the previous periods. The new determined fees will be rounded to the nearest dollar if they are over \$100 and the nearest dime if they are below. Rounded fees shall not exceed the calculated upper limit “average percentage”. In addition, the adjusted fees shall be presented to the city council for approval and a copy of the approved fees filed with the city clerk and city building official before becoming effective. No other fee schedules shall be affected by such automatic adjustments unless expressly noted.

Building permit fees shall not be included in the annual automatic adjustment because updates occur semi-annually through the International Code Council (ICC) published updates.

All hourly and other variable fees are based on the designated metric or fraction thereof.

Development Fee Schedule	Fee Amount
Shared Fees	
Processing/Application Fee <i>(except as otherwise identified)</i>	\$65.00
Technology Fee	2.5%
Development Services Review Fee	\$119.00
Re-Inspection Fee	\$156.00
Work Beyond Scope of Permit	\$156.00
Work Done Without Permit/Investigative Fees - Greater Of:	2x the Inspection Fee(s) or \$311
Inspection Outside Normal Working Hours (2-hr minimum)	\$119.00 per hour
Additional, Excessive, Phased Reviews	50% Original Review Fee
Additional, Excessive, Phased Inspections	\$109.00
Trade Review	\$119.00 per hour
Refund Administration Fee - Plan Review and Processing/Application Fees are non-refundable, no refunds of less than \$30 unless City error.	N/A
State Building Code Fee	State Determined Fee
Permit or Application Extension Fee	\$46.60
Recording Fee	County Determined Fee
State Environmental Policy Act (SEPA)	
SEPA Environmental Checklist Initial Review	\$518.00
Threshold Determination of MDNS	\$337.00
Threshold Determination Resulting in Declaration of Significance	Actual Cost
Threshold Determination Resulting in Declaration of Significance - Deposit	\$3,365.00

Public Notice	Actual Cost
Environmental Document Reproduction	Actual Cost
<u>Appeal Fees</u>	
Appeal of Administrative Decision to Hearing Examiner	\$363.00
Exception: Junk Vehicle Determination Appeal	\$208.00
Appeal of Hearing Examiner Decision to City Council	\$725.00
Appeal Preparation Fee	Actual Cost
Request for Reconsideration	\$259.00
<u>Blasting Licenses and Permits</u>	
Blaster's License	\$57.00
Blasting Permit	\$285.00
<u>Boiler and Gas Heating Mechanic License Fees</u>	
License Application and Examination Fee	\$114.00
Annual License Fee	\$57.00
Annual Inspector License Fee	\$57.00
<u>Boiler Installation Inspection Fees</u>	
Low Pressure & Hot Water Boiler < 500,000 BTUs	\$163.00
LP & HWB 500,000 to < 2,000,000 BTUs	\$275.00
LP & HWB 2,000,000 BTUs and greater	\$440.00
Power Boilers < 1,000,000 BTUs	\$440.00
Power Boilers from 1,000,000 to < 5,000,000 BTUs	\$880.00
Power Boilers 5,000,000 BTUs and greater - Base	\$880.00
Power Boilers 5,000,000 BTUs and greater - Additional Charge per million BTUs	\$26.00
Electric Boiler less than or equal to 250 kw	\$259.00
Unfired Pressure Vessel	\$62.10
<u>Boiler Operating Permit & Accessory Fees</u>	
Boilers - Base City Inspected Operating Permit Fee	\$88.00
Boilers - per Vessel	\$36.20
Hydrostatic Pressure Test	\$150.00
Repair Inspections - Hourly	\$119.00
<u>Building Permit Fees</u>	
\$1 - \$2,000 Job Value Fee - Base	\$73.00
\$2,001 - \$25,000 Job Value Fee - Base	\$73.00
\$2,001 - \$25,000 Job Value Fee - Variable per \$1000 over \$2000	\$13.00
\$25,001 - \$50,000 Job Value Fee - Base	\$372.00
\$25,001 - \$50,000 Job Value Fee - Variable per \$1000 over \$25,000	\$10.00
\$50,001 - \$100,000 Job Value Fee - Base	\$622.00
\$50,001 - \$100,000 Job Value Fee - Variable per \$1000 over \$50,000	\$7.00
\$100,001 - \$500,000 Job Value Fee - Base	\$972.00
\$100,001 - \$500,000 Job Value Fee - Variable per \$1000 over \$100,000	\$5.00
\$500,001 - \$1,000,000 Job Value Fee - Base	\$2,972.00

\$500,001 - \$1,000,000 Job Value Fee - Variable per \$1000 over \$500,000	\$4.00
Over \$1,000,000 Job Value Fee - Base	\$4,972.00
Over \$1,000,000 Job Value Fee - Variable per \$1000 over \$1,000,000	\$3.00
Plan Review for Commercial & Multi-Family over 2 units	65% of Job Value Fee
Fast Track Plan Review Fee	125% of Job Value Fee
Early Start and Fast Track Approval	25% Additional fee
Stock Plan Review Fee	25% of Job Value Fee
Reduced Plan Review Fee	25% of Job Value Fee
*Applications for successive identical buildings on a single site submitted simultaneously are eligible for the Reduced Plan Review Fee. In these instances, the full plan review fee applies to the first of the duplicate buildings.	
Plan Review for New Single-Family Residences (SFR), Accessory Dwelling Units, & Duplexes	50% of Job Value Fee
Plan Review for SFR & Duplex Accessory Structures & Additions	25% of Job Value Fee
Revision Review Fee - Hourly	\$119.00 per hour
Plan Review for SFR & Duplex Accessory Structure Remodels	25% of Job Value Fee
Demolition of SFR or Duplex	\$46.60
Demolition of Other Structures - Per 1,000 Sq Ft - [maximum fee \$450]	\$46.60
Demolition of Residential Accessory Structures - (i.e. -garages, pools)	\$36.20
*Additional fees may be required for historically eligible or listed properties in accordance with Historic Preservation's Fee Schedule	
Fence Permit Fee per 100 linear feet or fraction thereof	\$20.00
Grading Permit Fee for 10,000 cubic yards or less	\$150.00
Grading Permit Fee for each additional 10,000 cubic yards or fraction thereof	\$31.10
Grading Plan Review for 1,000 cubic yards or less	\$78.00
Grading Plan Review for 1,001 - 100,000 cubic yards	\$197.00
Grading Plan Review for each 10,000 cubic yards over 100,000	\$10.40
Sign Permit Fee for Wall, Projecting, and Incidental Signs - Per Sign	\$48.70
Sign Permit Fee for Pole and Billboard - Per Sign	\$121.00
Sign Review Fee	\$119.00
Factory Built Housing - Per Section	\$78.00
Manufactured (Mobile) Home - Per Section	\$78.00
Temporary Structures - 1st 180 days	\$259.00
Temporary Structures - 2nd 180 days	\$570.00
Relocation Determination Fee	\$78.00
Swimming Pool Permit Fee (when accessory to SFR or Duplex)	\$98.40
Swimming Pool Permit Fee (for all others)	\$223.00
Adult Family Home Inspection	\$254.00
Family Home Child Care Capacity Inspection	\$254.00
Safety Inspection - Commercial Building - Per hour (2-hr minimum)	\$119.00 per hour
Safety Inspection - SFR, Electrical Only	\$98.40
Safety Inspection - SFR, 2 or more categories	\$197.00
Safety Inspection - Duplex	\$254.00
Safety Inspection - Multi-Family 3 to 6 units	\$327.00
Safety Inspection - Multi-Family over 6 units - Base	\$327.00
Safety Inspection - Multi-Family over 6 units - Variable per unit over 6	\$36.20
Electrical Service Reconnect - Residence	\$41.40
Electrical Service Reconnect - Commercial	98.40

Expired Building Permit Renewal when No Inspections	100% of Permit Fee
Expired Building Permit Renewal when Foundation Approved	75% of Permit Fee
Expired Building Permit Renewal when All Rough-ins Approved	25% of Permit Fee
Expired Building Permit Renewal with Additional Work	Job Value Fee
Expired Plumbing Permit Renewal when No Inspections	100% of Permit Fee
Expired Plumbing Permit Renewal when Top Outs Approved	25% of Permit Fee
Expired Mechanical Permit Renewal when No Inspections	100% of Permit Fee
Expired Mechanical Permit Renewal when Rough-Ins Approved	25% of Permit Fee
Expired Electrical Permit Renewal when No Inspections	100% of Permit Fee
Expired Electrical Permit Renewal when Rough-Ins/Service Approved	25% of Permit Fee
Certificate of Occupancy Fees	
For Change of Occupancy when no work is required	\$93.20
Temporary Certificate of Occupancy Issuance (<u>not to exceed 100% of the building permit fee</u>)	\$518.00
Temporary Certificate of Occupancy Extension (<u>not to exceed 100% of the building permit fee</u>)	\$259.00
Solar Fees	
SFR-Duplex Solar Plan Review Fee (DSC)	\$78.00
SFR-Duplex Solar Inspection Fee (DSC)	\$156.00
MFCOM Solar Plan Review Fee (DSC)	65% of Job Value Fee
MFCOM Solar Inspection Fee (DSC)	Job Value Based
Electrical fees assessed as applicable to the scope of work	See Electrical Fees
Fire Review and Inspection Fees assessed in accordance with the Fire Codes	See Fire Code
Electrical Permit Fees	
New Square Footage up to 5000 sq ft - Variable per 100 sq ft	\$5.00
New Square Footage over 5,000 sq ft - Base	\$250.00
New Square Footage over 5,000 sq ft - Variable per 100 sq. ft.	\$3.00
Alterations/Wiring of Existing Space (per circuit)	\$7.20
Light Standard	\$10.40
Service, 1-200 Amps	\$52.00
Service, 201-400 Amps	\$64.20
Service, 401-600 Amps	\$78.00
Service, 601-800 Amps	\$90.10
Service, 801-1,000 Amps	\$104.00
Service, Over 1,000 Amps - Base	\$104.00
Service, Over 1,000 Amps - Variable per 100 Amps over 1,000 Amps	\$7.20
Service, Over 600V, Surcharge	\$62.10
Alarms, Telecommunications, and Other Low-Voltage Control Circuits and Systems (per 2,500 sq. ft.)	\$13.50
Temporary Service	\$46.60
Transformer - Base	\$41.40
Transformer - Variable per 200 Amps or fraction thereof	\$12.40
Generator (emergency, standby, and resource recovery) - Base	\$41.40
Generator (emergency, standby, and resource recovery) - Variable per 200 Amps or fraction thereof	\$12.40

*Note: Generators of 50 kW or less are considered equivalent to a 200 Amp service	NA
Feeder or Subpanel	\$20.70
Ground Work-Ground Ufer	\$31.10
Extensive Ground Work	\$109.00
Annual Electrical Permit, 12 Inspections/1 - 3 Electricians	\$2,300.00
Annual Electrical Permit, 24 Inspections/4 - 6 Electricians	\$4,600.00
Annual Electrical Permit, 36 Inspections/7 - 12 Electricians	\$6,900.00
Annual Electrical Permit, 52 Inspections/13+ Electricians	\$8,200.00
Load Test	\$46.60
Energy Storage Systems	\$52.00
Elevator Permit Fees	
Install: Elevator, Escalator, or Moving Walk \$5,000 Value or Less	\$259.00
Install: Elevator, Escalator, or Moving Walk Install > \$5,000 Value - Base	\$259.00
Install: Elevator, Escalator, or Moving Walk Install > \$5,000 Value – Variable per \$1,000 in valuation over \$5,000	\$4.10
Install: Stair Climber or Platform Lift	\$91.10
Install: Dumbwaiter or Material Lift	\$184.00
Install: Temporary Personnel Hoist (Construction Lift)	\$363.00
Operating Permit: Hydraulic Elevator - Annual, Base	\$184.00
Operating Permit: Hydraulic Elevator - Annual, Variable per stop over two	\$22.80
Operating Permit: Cable Elevator - Annual, Base	\$366.00
Operating Permit: Cable Elevator - Annual, Variable per stop over two	\$22.80
Operating Permit: Escalator or Moving Walk	\$366.00
Operating Permit: Dumbwaiter, Platform/Material Lift, or Stair Climber	\$91.10
Alteration or Repair: \$5,000 Value or Less	\$259.00
Alteration or Repair: > \$5,000 Value - Base	\$259.00
Alteration or Repair: > \$5,000 Value – Variable for each \$1,000 over \$5,000	\$4.10
Elevator Reinspection: Hourly	\$119.00
Uncorrected Deficiencies (assessed at 90, 120, and 150 days)	\$184.00
Document Replacement Fee	\$65.00
Temp Hoist: Semi-Annual or Jump Inspection	\$184.00
Temp Hoist: Semi-Annual Operating Permit	\$184.00
Temporary Operating Permit Fee - Base	\$119.00
Temporary Operating Permit Fee – Variable per stop over two	\$15.50
Plan Review for Installs and Major Alterations	\$119.00
Variance Request w/ Site Visit - Base	\$184.00
Variance Request w/ Site Visit - Variable	\$91.10
Variance Request via Desk Evaluation (w/o site visit)	\$91.10
Technical Advice Site Visit Fee - Base	\$184.00
Technical Advice Site Visit Fee – Variable per hour more than two	\$91.10
Decommissioning Conveyance Fee	\$184.00
Re-Commissioning Conveyance Fee - Base	\$184.00
Re-Commissioning Conveyance Fee – Variable per hour more than two	\$91.10
Operating a Conveyance w/o Permit: 30 Day Penalty Fee <i>Conveyances in operation without a permit more than 120 days may be removed from service by the inspector</i>	\$170.00

Mechanical Permit Fees	
Air Handler (per 10,000 cfm or fraction of)	\$17.60
Clothes Dryer (Gas)	\$15.50
Ductwork System	\$15.50
Evaporative Cooler	\$15.50
Gas Log	\$15.50
Gas Piping: per outlet	\$4.10
Water Heater	\$15.50
Hot Water Tank Heat Pump	\$15.50
Heat Pump, Compressor, or A/C: less than 15 tons	\$23.80
Heat Pump, Compressor, or A/C: 15 to 50 tons	\$46.60
Heat Pump, Compressor, or A/C: Over 50 tons	\$78.00
Heating Equipment: 1 to 100,000 BTUs or 32 kW	\$17.60
Heating Equipment: More than 100,000 BTUs or 32 kW	\$26.00
Hood: Type I (per 12 ft or 12 ft portion of hood)	\$72.50
Hood: Type II	\$15.50
Hydronic Piping: per outlet	\$4.10
Miscellaneous (items not covered elsewhere)	\$15.50
Propane Tanks	\$15.50
Range/Cooking Equipment (Gas)	\$15.50
Refrigeration or Absorption System: 1 - 500,000 BTUs	\$26.00
Refrigeration or Absorption System: 500,001 - 1,750,000 BTUs	\$46.60
Refrigeration or Absorption System: Over 1,750,000 BTUs	\$78.00
Unlisted or Unused Appliance: Up to 400,000 BTUs	\$78.00
Unlisted or Unused Appliance: Over 400,000 BTUs	\$130.00
Vent Fans	\$10.40
Wood/Pellet Stove or Insert	\$41.40
Electrical Disconnects/Reconnects for HVAC replacements and thermostat wiring are assessed at the "Alterations... per circuit" rate found within the Electrical Permit Fees.	
Plumbing Permit Fees	
Per Plumbing Fixture on a trap	\$13.50
*** Includes, <i>but is not limited to</i> , installs, relocations, replacements, and rough-ins of backflow devices, dishwashers, garbage disposals, drains, showers, sinks, toilets, tubs, water softeners, etc.	
Medical Gas Outlet	\$13.50
Sewage Ejector	\$13.50
Vacuum Breaker/Backflow Device	\$13.50
Miscellaneous (plumbing not covered elsewhere)	\$13.50
<i>Water Heaters are covered within Mechanical Permit Fees</i>	
Code Enforcement: Existing Building and Conservation Code Fees	
General: Bill equal to all costs and expenses incurred by City	Cost Incurred
Boarding and Securing	Cost Incurred
Property Monitoring	\$300.00
Annual Hearing Processing Fee - First Year	\$2,000.00

Annual Hearing Processing Fee - Each Subsequent Year	\$5,000.00
Code Enforcement: Obstruction From Vegetation and Debris Fees	
Vegetation and Debris Abatement	Cost Incurred
Vegetation and Debris Abatement Surcharge	\$250.00
Code Enforcement: Existing Building and Conservation Code Fees	
Annual Foreclosure Property Registration Fee	\$350.00
Sidewalk Café Fees	
Sidewalk Café Annual Fee	\$156.00
Site Modification Review Fee	\$285.00
Initial Review Fee	\$311.00
Parklets and Streateries	
Annual License Fee	\$156.00
Site Modification Review Fee	\$285.00
Initial Review Fee	\$311.00
Refundable Cash Bond	\$1,000.00
2-hour zone per square foot per month	\$3.04
4-hour and all-day zones per square foot per month	\$2.05
Time-restricted fee parking	\$1.05
Device Removal and Replacement Fee - Single Space Meter	\$60.00
Device Removal and Replacement Fee - Dual Space Meter	\$120.00
Device Removal and Replacement Fee - Kiosk	\$500.00
Streets and Airspace Fees	
Skywalk Application to Hearing Examiner	\$7,413.00
Skywalk Annual Inspection	\$609.00
Skywalk Renewal (within 20 years of permit issuance)	\$2,371.00
Street Address Assignment	\$15.50
Street Address Change	\$63.20
ROW Obstruction: Dumpster or Temp Storage Unit (Pod) per 15-day period	\$156.00
ROW Obstruction: Long-term (more than 20 days) per square foot per month	\$0.20
ROW Obstruction: With Excavation 1-3 Days	\$156.00
ROW Obstruction: No Excavation 1-3 Days	\$41.40
ROW Obstruction: No-Each Additional Day	\$20.70
Master Annual Permit	Expense based
Obstruction W/O Permit or Exempt Notification	\$518.00
Work Beyond Scope of Permit	\$259.00
No Fee for Activities Done Under City Contract	\$0.00
Traffic Control Plan Review Fee	\$81.00
Building Move Permit	\$179.00
Road Oiling (and other dust palliatives)	\$162.00
Street Vacation Application Fee	\$645.00
Approach Permit: Commercial	\$54.00
Approach Permit: Residential Driveway	\$32.10

IT Plan Review for Fiber Projects	\$98.40 per hour
House Move Rescheduling Fee – <i>This is an additional processing fee assessed for house moves that are rescheduled after arrangements for staff had already been made.</i>	\$65.00
Oversize or Overweight Movements	
Oversize Load - Per 30 Days or fraction of	\$81.00
Overweight Load (on specified route) - Per 30 Days or fraction of	\$121.00
Superload - Per Trip	\$121.00
(Engineering) Private Construction Plan Review Fee Table:	
\$1 - \$10,000 Job Value Fee	\$300.00
\$10,001 - \$50,000 Job Value Fee - Base	\$300.00
\$10,001 - \$50,000 Job Value Fee - Variable for each \$1,000 over \$10,000	\$15.00
\$50,001 - \$100,000 Job Value Fee - Base	\$900.00
\$50,001 - \$100,000 Job Value Fee - Variable for each \$1,000 over \$50,000	\$13.00
\$100,001 - \$500,000 Job Value Fee - Base	\$1,550.00
\$100,001 - \$500,000 Job Value Fee - Variable for each \$1,000 over \$100,000	\$10.50
\$500,001 - \$1,000,000 Job Value Fee - Base	\$5,750.00
\$500,001 - \$1,000,000 Job Value Fee - Variable for each \$1,000 over \$500,000	\$9.50
Over \$1,000,000 Job Value Fee - Base	\$10,500.00
Over \$1,000,000 Job Value Fee - Variable for each \$1,000 over \$1,000,000	\$8.75
Additional Review (for excessive plan changes)	\$119 per hour
On-Site Water Systems Review Fee - outside City limits or no bldg permit	\$259.00
On-Site Sanitary Sewer Systems Review - outside City limits or no bldg permit	\$259.00
Standard (Simple) Stormwater Systems Review: Under 10 lots - Base	\$415.00
Standard (Simple) Stormwater Systems Review: Under 10 lots - Variable per lot	\$10.40
Standard (Simple) Stormwater Systems Review: 10 - 100 lots - Base	\$518.00
Standard (Simple) Stormwater Systems Review: 10 - 100 lots - Variable per lot	\$10.40
Standard (Simple) Stormwater Systems Review: Over 100 lots - Base	\$725.00
Standard (Simple) Stormwater Systems Review: Over 100 lots - Variable per lot	\$10.40
Stormwater Review Fee Up to 2 acres - outside City limits or no bldg permit	\$259.00
Stormwater Review Fee Over 2 acres - outside City limits or no bldg permit	\$518.00
Complex Stormwater Systems Review: Under 10 lots - Base	\$518.00
Complex Stormwater Systems Review: Under 10 lots - Variable per lot	\$10.40
Complex Stormwater Systems Review: 10 - 100 lots - Base	\$777.00
Complex Stormwater Systems Review: 10 - 100 lots - Variable per lot	\$15.50
Complex Stormwater Systems Review: Over 100 lots - Base	\$1,036.00
Complex Stormwater Systems Review: Over 100 lots - Variable per lot	\$15.50
Stormwater Review Fee Up to 2 acres - outside City limits or no bldg permit	\$518.00
Stormwater Review Fee Over 2 acres - outside City limits or no bldg permit	\$1,036.00
Storm Sewer Review - in accordance with subsection (A) above.	No Charge
Waiver or Variance Review	\$119.00
Site Development Plan Review	\$259.00
Traffic Impact Analysis Review Fee	\$208.00
Hydraulic Analysis Review Fee	\$601.00

(Engineering) Private Construction Inspection Fee Table:	
\$1 - \$5,000 Job Value Fee	\$500.00
\$5,001 - \$10,000 Job Value Fee	\$1,000.00
\$10,001 - \$50,000 Job Value Fee - Base	\$1,000.00
\$10,001 - \$50,000 Job Value Fee - Variable for each \$1,000 over \$10,000	\$25.00
\$50,001 - \$100,000 Job Value Fee - Base	\$2,000.00
\$50,001 - \$100,000 Job Value Fee - Variable for each \$1,000 over \$50,000	\$20.00
\$100,001 - \$500,000 Job Value Fee - Base	\$3,000.00
\$100,001 - \$500,000 Job Value Fee - Variable for each \$1,000 over \$100,000	\$15.00
\$500,001 - \$1,000,000 Job Value Fee - Base	\$9,000.00
\$500,001 - \$1,000,000 Job Value Fee - Variable for each \$1,000 over \$500,000	\$10.00
Over \$1,000,000 Job Value Fee - Base	\$14,000.00
Over \$1,000,000 Job Value Fee - Variable for each \$1,000 over \$1,000,000	\$5.00
Non-Typical, Specialty Project Inspection	\$119.00
Non-Typical, Specialty Project Overtime Inspection	1.5x the Inspection Fee(s)
Non-Typical, Specialty Project Survey Crew Inspection	\$119.00
Non-Typical, Specialty Project Survey Crew Overtime Inspection	1.5x the Inspection Fee(s)
Multi-Family Housing Property Tax Incentive Program	
Multi-Family Tax Exemption (MFTE) Application	\$1,000.00
MFTE Extension Application	\$1,000.00
MFTE Final Certificate	\$2,000.00
MFTE Final Certificate Conversion from 12 to 8 year	\$500.00
Shorelines Management	
\$2,500 - \$10,000 Project Value Fee	\$1,243.00
\$10,001 - \$50,000 Project Value Fee	\$1,657.00
\$50,001 - \$250,000 Project Value Fee	\$3,106.00
\$250,001 - \$1,000,000 Project Value Fee	\$6,005.00
Over \$1,000,000 Project Value Fee - Base	\$7,248.00
Over \$1,000,000 Project Value Fee - Variable	0.1% of project valuation
Variance Fee	\$2,382.00
Conditional Use Fee	\$2,071.00
Pre-Submittal Review	\$622.00
Shoreline Exemption Fee	\$622.00
Permit Amendment Fee	80% of fee in this schedule
Plats	
One-Year Extension of Preliminary Plat Approval	\$518.00
Phasing of Approved Preliminary Plat	\$622.00
Vacation of Approved Preliminary Plat	\$829.00
Final Long Plat - Base	\$3,422.00
Final Long Plat - Additional fee per lot	\$30.00

Alteration of Approved Preliminary, Final Long Plat or BSP	80% of fee in this schedule
Final Short Plat Filing Fee	\$2,352.00
Final Short Plat Filing Fee - Additional fee per lot	\$30.00
Final Short Plat Filing Fee with Minor Engineering Review	\$350.00
Final Short Plat Filing Fee with Minor Engineering Review - Additional fee per lot	\$30.00
Final Binding Site Plan	\$3,075.00
Final Binding Site Plan - fee per additional acre	\$30.00
Boundary Line Adjustment Filing Fee	\$384.00
Street Name Change	\$2,589.00
Use of Planning Staff Not Covered by Plat Fees	\$119.00
Concurrency Inquiry Application	\$208.00
Zoning	
Staff Preparation of Notification Map and Associated Documents	\$215.00
Type I Application	\$1,124.00
Type II Application	\$4,478.00
Type II Application - per additional acre	\$62.10
Type II Application with Minor Engineering Review	\$1,124.00
Type III Application	\$4,752.00
Type III Application - per additional acre	\$223.00
Site Plan Review and/or Modification	\$844.00
Site Plan Review and/or Modification - per additional 10 acres	\$570.00
Planned Unit Development (PUD) Bonus Density	\$912.00
Final PUD	\$3,412.00
Temporary Use Permit	\$699.00
Floodplain Development Permit	\$1,180.00
Floodplain Development Permit -per additional acre	\$57.00
Formal Written Interpretation of Zoning Code	\$753.00
Public Hearing for Other Matters	\$1,962.00
Use of Planning Staff Not Covered by Above Fees - Hourly	\$119.00
Zoning Verification Letter	\$119.00
Design Review	
Design Review by Urban Design Staff	\$600.00
Design Review by Design Review Board	\$1,275.00
Comprehensive Plan and Land Use Code Amendments	
Threshold Review Fee	\$500.00
Comp Plan, Map, Text, or other Land Use Code Amendment - Base	\$7,000.00
Comp Plan, Map, Text, or other Land Use Code Amendment - Variable per additional 10 acres	\$1,075.00
Use of Planning Staff Not Covered by Above Fees	\$119.00
Formal Written Interpretation of Comp Plan	\$1,075.00
Short Term Rental License Fee	
Registration for STR - Residential Zone - Application	\$200.00
Registration for STR - Residential Zone - Renewal	\$100.00

Registration for STR - Other Zone - Application	\$300.00
Registration for STR - Other Zone - Renewal	\$150.00

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 12/01/2025**Committee Agenda type:** Discussion**Date Rec'd** 11/26/2025**Clerk's File #** ORD C36820**Cross Ref #****Project #****Council Meeting Date:** 01/12/2026**Submitting Dept** MAYOR**Bid #****Contact Name/Phone** ADAM 6779**Requisition #****Contact E-Mail** AMCDANIEL@SPOKANECITY.ORG**Agenda Item Type** First Reading Ordinance**Council Sponsor(s)** PDILLON ZZAPPONE**Sponsoring at Administrators Request** YES**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name** ORDINANCE PROHIBITING THE SALE AND DISTRIBUTION OF KRATOM**Agenda Wording**

An ordinance prohibiting the sale and distribution of kratom products in the city of Spokane; adopting a new Chapter 10.83 of the Spokane Municipal Code.

Summary (Background)

Kratom is a psychoactive plant containing alkaloids including mitragynine and 7-hydroxymitragynine (7-OH) at low levels that can have stimulant and opioid-like effects. The U.S. Food and Drug Administration (FDA) has warned consumers not to use products containing 7-hydroxymitragynine because of the risk of "serious adverse events, including liver toxicity, seizures, and substance use disorder (SUD)". The Washington Poison Center has seen a "vertical spike" in kratom-related calls, including more calls related to 7-hydroxymitragynine and children. Kratom products and synthetic products containing 7-hydroxymitragynine (7-OH) concentrate can be found at local gas stations, smoke shops, and convenience stores. This ordinance prohibits the sale and distribution of kratom products in the city of Spokane.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Select \$	#
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	
Dept Head	MCDANIEL, ADAM
Division Director	
Accounting Manager	BUSTOS, KIM
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Distribution List	

ORDINANCE NO. C36820

An ordinance prohibiting the sale and distribution of kratom products in the city of Spokane; adopting a new Chapter 10.83 of the Spokane Municipal Code.

WHEREAS, kratom is a psychoactive plant containing alkaloids including mitragynine and 7-hydroxymitragynine (7-OH) at low levels that can have stimulant and opioid-like effects; and

WHEREAS, the U.S. Food and Drug Administration (FDA) has warned consumers not to use products containing 7-hydroxymitragynine because of the risk of “serious adverse events, including liver toxicity, seizures, and substance use disorder (SUD)”; and

WHEREAS, the University of Washington Addictions, Drug & Alcohol Institute reports 7-hydroxymitragynine (7-OH) as an emerging drug with a higher risk of overdose and use disorder than kratom; and

WHEREAS, the FDA reports kratom-related substance use disorder where individuals have cravings for kratom, use kratom for longer or more than intended, and experience withdrawal symptoms when kratom use is stopped; and

WHEREAS, the Washington Poison Center has seen a “vertical spike” in kratom-related calls, including more calls related to 7-hydroxymitragynine and children; and

WHEREAS, kratom products and synthetic products containing 7-hydroxymitragynine (7-OH) concentrate can be found online and at local gas stations, smoke shops, and convenience stores; and

WHEREAS, the sale and distribution of kratom products have been regulated or prohibited in many states and municipalities, but are not yet regulated in Washington state; and

WHEREAS, based on the public health data, prohibiting the sale and distribution of kratom products containing 7-hydroxymitragynine until regulated by the state or federal government may reduce the risk of accidental overdose, substance misuse, and long-term health impacts, and protect the public health, safety, and welfare of residents and visitors to Spokane.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. There is enacted a new chapter 10.83 to Title 10 of the Spokane Municipal Code to read as follows:

Chapter 10.83 Sale or Distribution of Kratom Products Prohibited

- 10.83.010 Purpose and Intent
- 10.83.020 Definitions
- 10.83.030 Prohibition on Sale or Distribution of Kratom Products
- 10.83.040 Sunset Upon State or Federal Regulation

Section 10.83.010 Purpose and Intent

It is the purpose and intent of this ordinance to protect the public health and safety of Spokane residents by prohibiting the sale and distribution of kratom (*Mitragyna speciosa*) products to all individuals, including any products containing 7-hydroxymitragynine, mitragynine, or an extract, synthetic alkaloid, or synthetically derived compound.

Section 10.83.020 Definitions

Term	Definition
Distribute	Distribute means to furnish, give away, exchange, transfer, deliver or supply, whether or not for monetary gain.
Kratom Product	Kratom product means any kratom analogue, food product, food ingredient, dietary ingredient, dietary supplement, or beverage intended for human consumption which contains any part of the leaf of the plant <i>Mitragyna speciosa</i> or an extract, synthetic alkaloid, or synthetically derived compound of such plant and is manufactured as a powder, capsule, pill, beverage, or other edible form.
Kratom Retailer	Kratom retailer means any person that sells or distributes kratom products or that advertises, represents, or holds itself out as selling or maintaining kratom products within the city of Spokane.

Section 10.83.030 Prohibition on Sale or Distribution of Kratom Products

- A. A person shall not distribute, sell, or permit to be sold a kratom product to any person.
- B. Any person violating this section shall be guilty of a civil infraction and shall be subject to the escalating penalties and repeat offender provisions prescribed in [SMC 01.05.151](#).

C. Any kratom retailer found guilty of violating this section may have its business license revoked or denied under the procedures prescribed in [SMC 08.01.321](#).

Section 10.83.040 Sunset Upon State or Federal Regulation

This chapter shall be effective until preempted by the State of Washington or the federal government.

Section 2. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 3. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date



7-Hydroxymitragynine (7-OH): An Assessment of the Scientific Data and Toxicological Concerns Around an Emerging Opioid Threat

7-Hydroxymitragynine (7-OH):

**An Assessment of the Scientific Data and
Toxicological Concerns Around
an Emerging Opioid Threat**

FDA Center for Drug Evaluation and Research

Authors

Chad J. Reissig, PhD, Supervisory Pharmacologist, Controlled Substance Staff (CSS), CDER
Dominic Chiapperino, PhD, Director, CSS, CDER
Amy Seitz, PhD, MPH, Team Lead for Nonmedical Drug Use Team 3, Division of Epidemiology II (DEPI), Office of Pharmacovigilance and Epidemiology (OPE), Office of Surveillance and Epidemiology (OSE), CDER
Regina Lee, Pharm.D., Safety Evaluator, Division of Pharmacovigilance II, OPE, OSE, CDER
Rose Radin, PhD, Associate Director for Science, DEPI, OPE, OSE, CDER
Jana McAninch, MD, MPH, MS, Associate Director for Public Health Initiatives, OSE, CDER

Acknowledgments

Matthew Daubresse, DrPH, MHS, Epidemiologist, DEPI, OPE, OSE, CDER
Tamra Meyer, PhD, MPH, Associate Director for Nonmedical Drug Use, DEPI, OPE, OSE, CDER
Marta Sokolowska, PhD, Deputy Center Director for Substance Use and Behavioral Health, CDER

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EXECUTIVE SUMMARY

Recent reports indicate increased availability and marketing of 7-hydroxymitragynine (7-OH) in the U.S., raising public health concerns due to its pharmacology. This report provides an overview on the chemical, pharmacological, and epidemiological data on 7-OH. It focuses on the characterization of 7-OH-containing products in the marketplace, the evidence of increasing human exposures, and the extensive body of preclinical studies in the scientific literature that indicate the predominant mu opioid agonist pharmacology of 7-OH. These data sources indicate that 7-OH is a potent opioid that poses an emerging public health threat, especially when considering the increasing availability of enhanced or concentrated 7-OH products in the marketplace.

7-OH is a naturally occurring substance in the kratom plant (*Mitragyna speciosa*), but only a minor constituent that comprises less than 2% of the total alkaloid content in natural kratom leaves. However, 7-OH demonstrates substantially greater mu-opioid receptor potency than kratom's primary alkaloid constituent mitragynine, as well as other classical opioids such as morphine. In vitro studies reveal 7-OH exhibits high binding affinity for mu-opioid receptors ($K_i = 7.2-70$ nM), with functional activity as a mu agonist. Animal behavioral studies demonstrate its rewarding effects from self-administration and conditioned place preference methods, consistent with its opioid properties. Critically, 7-OH produces respiratory depression, physical dependence, and withdrawal symptoms characteristic of classical opioids, such as morphine, fentanyl, oxycodone, and hydrocodone.

Recently, there has been a concerning proliferation of concentrated 7-OH products that are sold over the counter and online. The enhanced amount of 7-OH in these products is likely synthetically derived through oxidate chemical conversion of mitragynine isolates or kratom extracts. Given the trace amounts of 7-OH that are naturally present in kratom, direct extraction of 7-OH from plant material would simply be unfeasible economically.

Surveillance data from multiple sources, including America's Poison Centers National Poison Data System (NPDS), Drug Enforcement Administration toxicology testing programs, and social media monitoring, suggest increasing human exposure to these concentrated 7-OH products. Clinical presentations include euphoria, sedation, respiratory depression, and opioid-like withdrawal syndromes, with users acknowledging its significant addiction potential.

The pharmacological profile, abuse liability, and emerging patterns of non-medical use establish 7-OH as a dangerous substance. Current regulatory gaps have enabled widespread availability of these products despite their opioid-like properties and necessitate immediate policy intervention to address this emerging threat to American public health.

INTRODUCTION

The Context for 7-OH Concerns

7-Hydroxymitragynine (7-OH) is a component of the plant kratom (*Mitragyna speciosa*), a tropical evergreen tree in the Rubiaceae family that grows in the wetlands of Southeast Asia (Brown et al., 2017). Kratom leaves contain over 50 alkaloids, with mitragynine and 7-OH being the primary psychoactive constituents (Warner et al., 2016). Its leaves, consumed as a tea or in dry leaf form, have been used for centuries in both medicinal and recreational settings, largely due to the properties of its alkaloids mitragynine and 7-OH. Typically, 7-OH occurs in botanical kratom in amounts no more than ~.01-.04 percent by dry weight (Heywood et al., 2024). Medicinally, kratom has been used to treat headaches, diarrhea, insomnia, anxiety, opioid use withdrawal, and more, while in recreational use cases, it has been associated with feelings of euphoria (Hill et al., 2025). Currently, there are no FDA-approved drugs containing kratom or kratom-derived drug substances such as 7-OH for any therapeutic indications.

Kratom products have grown in popularity since the mid-2000's; however, kratom, mitragynine, and 7-OH have faced regulatory scrutiny in the United States due to concerns about their safety and potential for abuse. None of these substances are lawful when added to conventional foods, as dietary supplements, or as ingredients in any FDA-approved drug, and yet, these substances are still sold in various markets. At the state level, some jurisdictions have implemented restrictions on their sale and use. Until now, 7-OH has not been the sole target of a regulatory response but has always been addressed alongside the kratom plant and mitragynine.

FDA issued its first import alert for kratom in 2012. At the time, kratom was being marketed in various forms for human consumption despite a lack of approved drug uses or established safety as a dietary ingredient. In the years since, additional import alerts have been issued by the Agency. The Drug Enforcement Administration (DEA) and the Department of Health and Human Services (HHS) had given consideration to kratom, as well as its constituents, mitragynine and 7-OH, to determine whether these substances should be recommended for control under the Controlled Substances Act (CSA). Those actions were ultimately suspended in 2018, with the Assistant Secretary for Health at that time stating that the science was incomplete, and the available data were not adequate to support a recommendation to control these substances under the CSA.

Contemporary Outlook

Given the concerning trends with 7-OH and other kratom-related products, FDA has now determined that a more comprehensive assessment of available scientific and medical data on 7-OH is warranted. Many of the products available today, which are often associated with or advertised as kratom, no longer resemble botanical kratom. Instead, they contain “enhanced” or concentrated amounts of 7-OH and are formulated as powders, capsules, and liquid extracts designed to generate a stronger effect on users. Other products are explicitly advertised as 7-OH-containing products. One analysis of websites selling 7-OH products found that most (82.2 %) were formulated as chewable/sublingual tablets, shots, or gummies and marketed specifically as 7-OH only products (92%). The mean cost per recommended dose/serving was \$3.97 (Hill et al., 2025).

As described below, research has shown that 7-OH is a potent mu-opioid receptor agonist, demonstrating pharmacological characteristics that define classical opioids like morphine and fentanyl. Based on its opioid pharmacology, there is significant potential for abuse of 7-OH. In fact, in various preclinical studies it has demonstrated greater potency than classical opioids. For example, 7-OH produces respiratory depression with more than 3-fold greater potency than morphine. Since the substance's therapeutic and psychoactive effects are mediated through the same mu-opioid receptor pathways as classical opioids, it can be considered to have opioid properties warranting similar regulatory consideration (Hill et al., 2025; Obeng et al., 2021).

In this report, FDA presents its new assessment of the available scientific data and literature on 7-OH, as well as more recent law enforcement data and the rapidly evolving trends in kratom-related products. FDA still has concerns about the safety of kratom products more broadly and the unlawful marketing of them under several regulated product categories in the Federal Food, Drug, and Cosmetic Act. However, there is a recognized need for more immediate action to address 7-OH because it is a substance with potent mu opioid agonist properties and significant abuse liability.

ANALYSIS OF DATA ON 7-HYDROXYMITRAGYNE (7-OH)

7-OH Sources and Products vs. Kratom

The alkaloid 7-hydroxymitragynine (7-OH) is a naturally occurring substance in the kratom plant (*Mitragyna speciosa*), but only a minor constituent, described as early as 1994, when it was reported to comprise about 1.6% of the total alkaloid content of kratom leaves (Ponglux et al., 1994). This early reported value is in agreement with more recent assessments that have consistently demonstrated 7-OH as comprising less than 2% of the total alkaloid content in natural kratom as noted below.

7-OH has the chemical structure shown in Figure 1. Its IUPAC name is methyl (E)-2-[(2S,3S,7aS,12bS)-3-ethyl-7a-hydroxy-8-methoxy-2,3,4,6,7,12b-hexahydro-1H-indolo[2,3-a]quinolizin-2-yl]-3-methoxyprop-2-enoate, and it has the molecular formula $C_{23}H_{30}N_2O_5$, with a molecular weight of 414.40 amu.

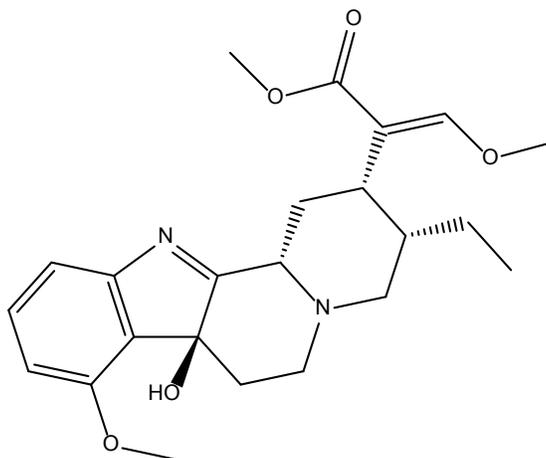


Figure 1. 7-Hydroxymitragynine Chemical Structure

Although details are not well-known, 7-OH is present in some products in amounts far exceeding its natural levels in the kratom plant. The 7-OH in these products is likely derived from the kratom plant. These 7-OH-enhanced products likely involve additional chemical synthetic steps by the producers of these products, converting the more abundant plant alkaloid mitragynine into 7-OH via chemical oxidation.

Data are available regarding 7-OH as a percentage of the total alkaloid content in kratom, and also as a percentage of dried botanical kratom leaf material and other kratom-derived products in the U.S. marketplace. One recent review reports 7-OH as comprising 2% of the total alkaloid content in kratom (Hossain et al., 2023) and this result can be extended to samples of kratom grown in the U.S. (Leon et al., 2009). In another analysis of 13 commercial products purported to contain kratom, the 7-OH content by weight ranged from 0.01-0.04% (Kikura-Hanajiri et al., 2009) a finding in agreement with others that have reported 7-OH to account for less than 0.05% by weight, substantially lower than reported mitragynine amounts (Kruegel et al., 2019). A more

recent study used ecological momentary assessment to evaluate the motivations and patterns of use of adult U.S. kratom consumers (Smith, Panlilio, Feldman, et al., 2024; Smith, Panlilio, Sharma, et al., 2024). As part of the study, subjects provided samples for quantitative testing of their own kratom products that they obtained and were self-administering. Across the 341 samples, the 7-OH content (expressed as a percentage by weight/weight or weight/volume, as indicated) ranged from below the limit of quantitation (< 0.005%) to a maximum of 0.21% with a mean of 0.01% (Sharma et al., 2025). These data suggest 7-OH is present in botanical kratom (i.e., leaf) at relatively low or trace amounts and may be a postharvest oxidative derivative of mitragynine (Karunakaran et al., 2024).

Common forms of kratom sold online include powders, capsules, resin extracts, crushed leaves, and tablets, although loose powder and prepared capsules have been reported to be the most frequently used formulations (Garcia-Romeu et al., 2020; Smith, Panlilio, et al., 2024). While kratom use characteristics are complicated by the diversity of products in the marketplace, survey studies have reported on consumption patterns. Garcia-Romeu collected data from regular kratom users and found that most users reported using 1-3g (49%) or 4-6g (33.4%) of botanical kratom per consumption (Garcia-Romeu et al., 2020). In other survey studies, the self-reported average consumption of kratom powder was 4-5 g per serving with serving sizes ranging between 2.6- 7.5 g (Rogers et al., 2024; Smith et al., 2022). When quantifying the amount of mitragynine consumed through the use of kratom, individuals self-reported consuming an average of 31.3 mg of mitragynine/serving and a range of 78.3 – 134.6 mg of mitragynine per day (Sharma et al., 2025).

Mitragynine, as the most abundant alkaloid in kratom, accounts for about 66% of the *total alkaloid content* of kratom and less than 2% of dried leaf content *by weight*, although there are reports of regional and seasonal variability in the tree's alkaloid composition (Arndt et al., 2011; Leon et al., 2009; Sengnon et al., 2023). For example, Chear and colleagues collected fresh kratom leaves from different locations in Peninsular Malaysia and determined their alkaloid profiles. The mitragynine concentration ranged from 9.38 to 18.85 mg/g or 0.38% to 1.89% of dried leaf weight while the 7-OH concentration ranged from 0.05 to 0.15 mg/g or 0.005% to 0.015% (Chear et al., 2021).

Despite the low amounts of 7-OH in botanical kratom, there are reports of its more-enhanced presence in commercial kratom-related products (Grundmann et al., 2024), although some products have been identified in reports from nearly a decade ago. For example, Lydecker and colleagues tested eight commercially available kratom products for their alkaloid content(s). In seven of the eight products tested, they found levels of 7-OH to be 109-509% higher than expected, based on naturally occurring levels of 7-OH reported in the kratom plant (Lydecker et al., 2016). More recently, the Tampa Bay Times purchased twenty kratom-derived products from local stores. One of those products consisted of pressed pills and contained 15 mg/pill of 7-OH, an amount far greater than observed in any botanical kratom preparation to date (Ogozalek, 2023). In addition to the verified amounts of 7-OH in the products obtained by Lydecker et al. and the Tampa Bay Times, other products *labeled and/or purported* to have high levels of 7-OH appear to be readily available for purchase online.

In summary, the low amounts of 7-OH in natural botanical kratom products is well-established as a percentage of alkaloid content, as a percentage of dried kratom leaf material, and in products representing other dosage forms made from natural kratom and consistent with its natural

composition. However, there are also a concerning and increasing number of products being sold that have unexpectedly and unnaturally high levels of 7-OH. This poses a threat to public health that is more clearly understood based on the pharmacological properties and effects of 7-OH, discussed in the preclinical data section below, and also in the limited information available on known patterns of human use and resulting harms discussed below. These sections will present and discuss the evidence in the available data that establishes the mu opioid agonist pharmacology associated with 7-OH in particular.

Patterns of 7-OH Use, Human Exposures, and Law Enforcement Data

There are several sources of information to characterize the current patterns of 7-OH use and the resulting harms to individuals who knowingly or unknowingly are exposed to 7-OH at significant doses from 7-OH-enhanced products, as described in the subsections below.

National Drug Early Warning System (NDEWS)

The National Drug Early Warning System (NDEWS) provides real-time surveillance from sentinel sites across U.S. to detect early signals of potential drug epidemics using novel (e.g., street reporting, web monitoring) and traditional data sources (e.g., OD deaths, treatment admissions).

NDEWS analyzed Reddit posts mentioning 7-OH during January to September 2024 and found that posts increased over this time. These posts are broad and can vary in content but have included warnings from Reddit users about respiratory depression, potency, dependence and long-lasting withdrawal (NDEWS, 2024).

Social Media

A variety of social media outlets were assessed for mentions and/or discussions of 7-OH. Websites included:

- erowid.org - a member-supported organization providing access to information about psychoactive plants, chemicals, and related issues;
- bluelight.org - an international message board that educates the public about responsible drug use by promoting free discussion, advocating harm reduction, and attempting to eliminate misinformation;
- reddit.com - online forum that functions as a vast collection of user-driven communities, known as sub-Reddits, each centered around specific topics.

It is important to note that all considerations of these social media sources are, at best, anecdotal in considering the risks and abuse potential associated with 7-OH products. However, it is clear that there is fairly widespread understanding of the availability of products specifically targeting high levels of the substance 7-OH, distinct from kratom products generally. In analyzing these social media posts, some relevant themes have been identified and include mention of the following: euphoria and an opioid-like “buzz”/high as motivation for consuming 7-OH; availability of “candy-like” formulations which users acknowledge as having a risk of overconsumption to their own detriment; perceptions of therapeutic value of 7-OH in self-treating pain and anxiety; concerns over loss of access to these products if they were to be banned; acknowledgement that use of these products could lead to overdose and serious

outcomes including death; and acknowledgement that use could lead to addiction and has caused users to experience withdrawal symptomology much like that produced by other commonly abused opioids.

Drug Enforcement Administration Toxicology Testing Program (DEA TOX)

The Drug Enforcement Administration Toxicology Testing program (DEA TOX) conducts analyses of voluntarily submitted leftover or previously collected biological samples from drug overdose victims to identify novel psychoactive substances (NPS) and other drugs of abuse in subjects with fatal and nonfatal overdose. The DEA TOX database was queried for reports of mitragynine, 7-OH, or mitragynine pseudoindoxyl from 2019-2025. A total of 103 cases, some fatal and some non-fatal, were identified in this selected sample; this database does not include all overdose cases, and the number of samples voluntarily submitted for analysis may vary year to year based on unknown factors.

It is notable that the utility of the DEA TOX data is limited because it generally cannot be discerned whether deaths are related to mitragynine, 7-OH, or mitragynine pseudoindoxyl, or some combination thereof. In addition, although 7-OH and mitragynine pseudoindoxyl are not typically found in appreciable amounts in fresh kratom leaves (Hill et al., 2025), both are metabolites of mitragynine, complicating forensic assessments of causality (Kamble et al., 2020). These are significant limitations in making inferences from these data; however, the number of fatal overdose cases in which one or more of these substances were detected for 2023 to 2025 are approximately three-fold higher than for the years 2019 through 2022, coinciding with the more recent entry of more-concerning kratom-related products in the marketplace, such as 7-OH.

Human Exposures in Pharmacokinetic Studies

Pharmacokinetic (PK) data for 7-OH are sparse, as to our knowledge, no clinical studies have been performed using isolated or purified 7-OH. Nonetheless, there are 7-OH PK data derived from a small number of studies using botanical kratom. Most available clinical PK data for 7-OH are variable, which may be for several reasons such as genetic differences in kratom plants, different formulations (e.g., teas, capsules, etc.), and methods of analysis. Much of the data is also from non-controlled studies making it difficult to interpret the results. Huestis and colleagues conducted a randomized, between-subject, double-blind, placebo-controlled dose escalation study of 500-4000 mg encapsulated dried kratom leaf powder corresponding to mitragynine doses of 6.65-53.2 mg. Twelve subjects enrolled in the study (n=12). Blood plasma levels of mitragynine and 7-OH were assessed after a single dose, and then again after 15 days of continuous dosing. According to the study authors, peak plasma levels of 7-OH (i.e., C_{max} values) and exposure (i.e., area under the curve, (AUC)) were lower than mitragynine but increased in a dose proportional manner and ranged from 3.6 to 22.7 ng/mL while the time to peak plasma levels (i.e., T_{max} values) ranged from 1.2 – 1.8 h. The half-life of 7-OH increased with increasing dose and ranged from a mean of 1.7 to 4.7 hours. During the multiple dose phase of the study, 7-OH steady state was reached in about 7 days (Huestis et al., 2024).

In another study examining the PK properties of 7-OH, sixteen healthy subjects (n=16) received kratom tea containing 23.6 mg of mitragynine. Subjects were administered tea in two sessions: once with tea alone, and in a second session following pretreatment with itraconazole, a

CYP3A4 inhibitor. The 7-OH C_{max} was 12.81 ± 3.39 ng/mL which occurred 1.7 h after administration (T_{max}). In the second session after pretreatment with itraconazole (200 mg), the C_{max} decreased 56% with a concomitant 43% decrease in AUC. These data describe the PK of 7-OH and demonstrate that the metabolism of mitragynine to 7-OH is heavily dependent on CYP3A4 (Mongar et al., 2024).

Tanna et. al., assessed the PK of a single orally administered dose of kratom (2 g), in the form of a tea, to healthy adult subjects ($n = 5$ completers). According to the authors, there were only trace amounts of 7-OH ($< LOQ$) in the starting product, therefore, the assumption was made that 7-OH was generated from the metabolism of mitragynine *in vivo*. The authors identified a PK difference between enantiomers of kratom alkaloids in either the 3S or 3R configuration. 7-OH has a 3S configuration which, according to the authors, leads to a shorter T_{max} , lower exposure (AUC), longer terminal half-life, and a higher volume of distribution during the terminal phase compared to the 3R alkaloids. Measured 7-OH in plasma samples demonstrated that 7-OH had a $C_{max} = 16.1$ nM, $T_{max} = 1$ h, half-life = 5.67h, and an $AUC_{0-120h} = 103$ nM x h.(Tanna et al., 2022).

Epidemiological Data Sources

Limitations with the Epidemiological Data Sources

Because 7-OH appears to be a novel, emerging public health threat, the ability of public health surveillance systems to monitor 7-OH specific risks may be limited. For example, large national surveys such as the National Survey on Drug Use and Health include questions about use of kratom, but not 7-OH. Additionally, there may be a lack of awareness among consumers of kratom-related products that they are obtaining 7-OH enhanced products, and thus use of 7-OH would likely be underreported in data collected using self-report. Many forensic laboratories test for mitragynine as a marker of kratom use. In these cases, 7-OH overdose cases and fatalities may incorrectly be classified as kratom and/or mitragynine-related (Smith, Boyer, et al., 2024). Furthermore, toxicology reports documenting presence of 7-OH are difficult to interpret, because 7-OH is a known metabolite of mitragynine in humans. All of these issues complicate the real-world assessment of risks associated with use of 7-OH containing products as distinct from risks associated with kratom and other mitragynine-containing products.

FDA's Adverse Event Reporting System

Although FDA's Adverse Event Reporting System (FAERS) has documented cases reporting adverse events (13 cases, including 2 deaths) suspected to involve 7-OH, ambiguity about the contributory role of 7-OH from uncharacterized products or concomitant medications and underlying disease limits interpretation. Therefore, we do not include further analysis of these FAERS cases here.

America’s Poison Centers, National Poison Data System

National Poison Data System (NPDS) receives near real-time data from the nation’s poison centers (PC), providing information and assistance to callers on exposures to prescription drugs, over-the-counter medications, unapproved products, and other substances. PC healthcare professionals systematically follow up on exposure cases to document medical and clinical effects. Quality control measures are used to ensure data accuracy and completeness. Notably, 7-OH specific NPDS codes were only recently added (Feb-May 2025), and therefore the NPDS reporting period is limited to 2/1/2025-4/30/2025. As shown below, there were a total of 53 exposure cases involving 7-OH during this time period, the majority of which involved abuse-related reasons for use (i.e., “intentional abuse”). Most single-substance 7-OH exposure cases resulted in minor or moderate clinical outcomes, with several documented has having major clinical outcomes.

Table 1. National Poison Data System Closed Human Exposure Cases*, 2/1/2025-4/30/2025

	Number of exposure cases**	Number of abuse cases**	Single substance exposure cases	Single substance abuse cases
Total cases involving 7-OH	53	24	37	16
Reason				
Adverse drug reaction	4		2	
Intentional- abuse	24		16	
Intentional- misuse	4		3	
Intentional - Suspected suicide	2		0	
Other – Withdrawal	8		6	
Unintentional – general	4		4	
Unintentional- misuse	1		1	
Unintentional therapeutic error	4		3	
Unknown reason	2		2	
Related clinical outcomes				
Minor			6	3
Moderate			13	6
Major			3	1
Not followed, minimal clinical effects possible			5	3
Unable to follow, judged as potentially toxic exposure			1	0
Age				
<18 years	6	1	5	0
≥ 18 years	46	23	32	16
Unknown age	1	0	0	0
*Excludes cases classified as 'confirmed non-exposure'				
**Cases may involve other substances, besides 7-OH				
Related clinical outcomes include cases with clinical effects deemed “related” to exposure based on timing, severity, and assessment of clinical effects by Poison Center Specialists. Definitions available from America’s Poison Centers: NPDS Full Report 2023. Page 235.				

Note: This analysis used the case listing data in NPDS to identify and characterize cases documented as involving 7-OH. As of July 2025, an in-depth review NPDS case narrative data was ongoing; this further review may yield different numbers from those presented here.

Summary of Epidemiological Data and 7-OH Concerns

Available surveillance data indicate that abuse of 7-OH is occurring and is associated with serious harms; however, as noted previously, it is difficult to quantify the public health burden because surveillance systems do not provide estimates for the prevalence of 7-OH use and are only beginning to track the specific involvement of 7-OH enhanced products in exposure cases and overdoses. The current epidemiologic data on 7-OH exposures often lack sufficient detail to distinguish with confidence involvement of botanical kratom products from 7-OH enhanced products.

Preclinical Data Characterizing 7-OH Pharmacology

Although there are limited data from human studies to characterize effects of 7-OH in humans, as noted above, there is a large body of *in vitro* and animal studies that provide extensive evidence of 7-OH as a potent mu opioid agonist, as described in below subsections.

In Vitro Data

Receptor Binding Studies

7-OH has been shown to have affinity and activity at mu opioid receptors. In a study using human embryonic kidney (HEK) cells with cloned, human opioid receptors, 7-OH demonstrated high affinity for the mu opioid receptor ($K_i = 47 \text{ nM}$) relative to kappa ($K_i = 188 \text{ nM}$) and delta opioid receptors ($K_i = 219 \text{ nM}$) (Kruegel et al., 2016). In a second study using HEK 293 cells expressing human mu and other opioid receptors, 7-OH demonstrated high affinity for mu opioid receptors ($K_i = 16 \pm 1 \text{ nM}$) and its affinity was greater than mitragynine ($K_i = 238 \pm 28 \text{ nM}$) and lower than morphine ($K_i = 1.50 \pm 0.04 \text{ nM}$) (Todd et al., 2020). Using an *in vitro* radioligand binding assay with CHO cells expressing murine-derived opioid receptors, 7-OH demonstrated relatively high affinity for mu-opioid receptors ($K_i = 37 \pm 4 \text{ nM}$), relative to mitragynine ($K_i = 230 \pm 47 \text{ nM}$), although its affinity was lower than morphine ($K_i = 4.6 \pm 1.8 \text{ nM}$) (Varadi et al., 2016). Other studies conducted using whole brain homogenates of guinea pig brain tissue have also demonstrated that 7-OH has high affinity at mu opioid receptors ($K_i = 8.0 \text{ nM}$) relative to kappa ($K_i = 6.7 \text{ nM}$) and delta opioid receptors ($K_i = 6.8 \text{ nM}$) (Matsumoto et al., 2004). Obeng and colleagues evaluated the binding affinity of 7-OH using human recombinant HEK 293 cells expressing mu opioid receptors. Their results are in agreement with the data presented above where the authors found that 7-OH binds with high affinity ($K_i = 7.2 \text{ nM}$) to mu opioid receptors relative to delta ($K_i = 236 \text{ nM}$) and kappa ($K_i = 74.1 \text{ nM}$) receptor subtypes (Obeng et al., 2020). A number of additional binding studies are in keeping with the data described above, demonstrating the affinity of 7-OH for mu opioid receptors across a variety of binding assays (Chakraborty et al., 2021; Matsumoto et al., 2008; Obeng et al., 2021; Takayama et al., 2002).

The results of the receptor binding studies with 7-OH are in keeping with *in silico* receptor binding models that suggest 7-OH has high affinity for the mu opioid receptor. The *in silico* modeling results were subsequently confirmed with a radioligand binding assay where 7-OH demonstrated high affinity for cloned, human mu opioid receptors ($K_i = 70 \text{ nM}$). (Ellis et al.,

2020). Collectively, the available receptor binding data demonstrate the affinity and binding of 7-OH to mu opioid receptors.

Functional Studies

Many of the studies referenced above performed additional assessments of 7-OH to determine its functional activity after binding (i.e., agonist or antagonist effects). These studies have consistently demonstrated that 7-OH produces mu-opioid agonist effects. For example, Kruegel and colleagues examined the functional activity of 7-OH and mitragynine in HEK cells expressing opioid receptors using a bioluminescence resonance energy transfer (BRET) assay. Both mitragynine and 7-OH functioned as partial agonists, producing E_{max} values of 34% and 47% respectively and EC₅₀ values of 339 ± 178 nM and 34.5 ± 4.5 nM (Kruegel et al., 2016). Activation of the mu opioid receptor pathway was also investigated using forskolin-stimulated cyclic adenosine monophosphate (cAMP) accumulation in Chinese Hamster Ovary (CHO) cells expressing mu opioid receptors. In this assay, 7-OH produced a maximal activation (E_{max}) of 85.9%, a value similar to that produced by the positive control comparators DAMGO (86.2%) and morphine (86.9%). These data suggest 7-OH acts a full mu opioid agonist (Todd et al., 2020). Similarly, Matsumoto and colleagues concluded that 7-OH was “found to have an opioid agonist property on μ- and/or κ-opioid receptors” based on its ability to inhibit contraction of isolated guinea pig ileum. In this assay, 7-OH displayed approximately 13-fold greater potency than morphine and 46-fold greater potency than mitragynine. The inhibition was reversed by naloxone, suggesting the effects are mediated via mu opioid receptors (Matsumoto et al., 2004). Other functional assays produced results that are aligned with Matsumoto and colleagues. For example, using a cAMP mobilization assay as a measure of functional effects, 7-OH acted as a full agonist with an EC₅₀ of 7.6 nM, and was more potent than mitragynine (EC₅₀ 307.5 nM) (Obeng et al., 2020). Likewise, when evaluating the agonist activity of 7-OH in an electrically stimulated guinea pig ileum, 7-OH acted as a full agonist and was more potent than morphine (Takayama et al., 2002). Finally, using a [³⁵S] GTPγS functional assay, 7-OH produced an E_{max} of 77% with an EC₅₀ of 53.4 nM, further demonstrating its agonist effects (Varadi et al., 2016).

Animal Data on Behavioral and Physiological Effects

Conditioned Place Preference

Conditioned place preference (CPP) is a commonly utilized animal model to study the rewarding effects of drugs. In this paradigm, an animal is conditioned to associate a particular environment with a drug treatment, and an alternative environment with a non-drug condition. After repeated sessions, the animal is then observed under non-drug conditions to determine which environment the animal prefers. CPP is established if the animal spends more time in the drug-paired compartment vs. the vehicle-paired compartment (Mombelli, 2022; Prus et al., 2009). Many drugs of abuse produce CPP, though notably, it is not a direct measure of reinforcing effects.

Using the CPP paradigm, several studies have demonstrated the ability of 7-OH to produce rewarding effects and that it does so more potently than morphine. Gutridge and colleagues employed C57BL/6 mice and demonstrated the development of CPP after 3 mg/kg 7-OH. CPP was observed after both doses although 7-OH required more sessions (4 sessions) whereas morphine (6 mg/kg) was able to establish CPP in two sessions (Gutridge et al., 2020). Similarly,

other studies have demonstrated the ability of 7-OH (2 mg/kg) to produce CPP, and that it does so with greater potency than morphine (Matsumoto et al., 2008).

Drug Discrimination

Drug discrimination is an experimental method in which animals identify whether a test drug produces interoceptive effects similar to those produced by a drug to which the animals are trained to differentiate from placebo, and which has known pharmacological properties. If the known drug is one with abuse potential, drug discrimination methods can be used to predict if a test drug will have abuse potential in humans (Balster & Bigelow, 2003; Solinas et al., 2006).

For abuse assessment purposes, an animal is trained to press one bar when it receives a known drug of abuse (the training drug) and another bar when it receives placebo. A challenge session with the test drug determines which of the two bars the animal presses more often as an indicator of whether the test drug is more like the known drug of abuse or more like placebo. A test drug is said to have “full generalization” to the training drug when the test drug produces bar pressing >80% on the bar associated with the training drug (Ator & Griffiths, 2003; Swedberg, 2016; Walker, 2018; Young, 2009). A test drug that generalizes to a known drug of abuse will likely be abused by humans (Balster and Bigelow, 2003).

Male Sprague Dawley rats were trained to discriminate morphine (5.0 mg/kg i.p.) from saline using a 30 min pretreatment time and FR10 schedule of reinforcement. After successful training, substitution tests with 7-OH (0.3, 1.0 and 3.0 mg/kg) were performed. The highest dose of 7-OH (3.0 mg/kg) produced complete substitution for the morphine stimulus cue. Moreover, pretreatment with naloxone significantly reversed the 7-OH substitution and resulted in saline-like responding. Notably, in this study, 7-OH was more potent than morphine (Harun et al., 2015).

In a second study, the discriminative stimulus effects of 7-OH were examined in separate groups of rats trained to discriminate either morphine (3.2 mg/kg i.p., 15 min pretreatment) or mitragynine (32 mg/kg i.p., 30 min pretreatment) from saline. After successful acquisition of discrimination training 7-OH was administered in substitution tests. 7-OH was administered i.p., with a 15 min pretreatment time in a dose range of 0.1-17.8 mg/kg. In the morphine-trained rats, 7-OH produced complete substitution at doses above 0.56 mg/kg, with the 1.0 mg/kg dose producing 100% drug-lever-appropriate responding and a resultant ED₅₀ of 0.28 mg/kg. Notably, the dose-response curve was shifted to the left, demonstrating an increased potency of 7-OH relative to morphine. In addition, pretreatment with 0.032 mg/kg naltrexone shifted the dose-response curve to the right suggesting substitution was mediated via mu-opioid receptors (Obeng et al., 2021). Taken together, the drug discrimination data demonstrate the ability of 7-OH to substitute and mimic the stimulus effects of morphine, and that 7-OH is more potent in doing so. These data are a strong indication that 7-OH produces subjective effects in humans that are similar to opioids, along with an associated abuse potential.

Self-Administration

Self-administration is a method that assesses whether a drug produces reinforcing effects that increase the likelihood of behavioral responses in order to obtain additional drug (i.e., whether an animal will press a lever for a drug injection). Drugs that are self-administered by animals are

likely to produce rewarding effects in humans, which is indicative of abuse potential. Generally, a good correlation exists between those drugs that are self-administered by animals and those that are abused by humans (Balster & Bigelow, 2003; Brady et al., 1987; Johanson & Schuster, 1981; Panlilio & Goldberg, 2007). It is notable that self-administration is a behavior that is produced by drugs that have been placed into every schedule of the CSA. Additionally, rates of self-administration for a particular drug will go up or down if the available drug dose or the work requirement (bar pressing for drug) is altered. Positive results from a self-administration study provide an abuse potential signal, suggesting that a drug has rewarding properties, but not necessarily that it produces more rewarding effects than another drug in humans.

7-OH produces reinforcing effects and is self-administered by rodents. In the study, rodents were trained to self-administer morphine (100 µg/infusion) and faded to 50 µg/infusion once stable responding was achieved. Thereafter, extinction sessions were performed to confirm acquisition of the self-administration training prior to substitution tests. Substitution tests were performed with 7-OH doses of 2.5, 5, 10 and 20 µg/infusion. In the substitution tests, 7-OH produced an inverted U-shaped curve and the number of infusions for 5 and 10 µg/infusion of 7-OH were significantly greater than vehicle, demonstrating the reinforcing effects of 7-OH (Hemby et al., 2019).

The self-administration of 7-OH was blocked by both a mu opioid antagonist (naloxonazine) and a delta opioid antagonist (naltrindole), suggesting its reinforcing effects are mediated via opioid receptors. In addition, peak morphine self-administration occurred at 50 µg/infusion while peak 7-OH infusions occurred at 5 µg/infusion, demonstrating a substantially increased potency of 7-OH relative to morphine.

There are some pharmacokinetic (PK) data available from animal studies involving the administration of isolated, i.e., single entity, 7-OH. Following a single oral dose (1 mg/kg 7-OH) to beagle dogs, absorption was rapid, with a peak plasma concentration (i.e., C_{max}) of 56 ± 1.6 ng/mL 15 minutes post-dose. The elimination half-life was slower, producing a mean of 3.6 ± 0.5 h. No AEs were observed, and no abnormal laboratory findings were reported (Maxwell et al., 2021). In adult male and female mice, the PK parameters of 7-OH were investigated after a single oral dose of 50 mg/kg 7-OH. The tissue distribution of 7-OH was observed in descending order: liver > kidney > spleen > lung > brain. Plasma C_{max} values were 0.6 and 0.9 µg/mL in males and females with a T_{max} value of 0.5 hr. Area under the curve (AUC) values over 48 hours (AUC_{0-48} hr* µg/mL) were 1.4 and 2.9 in male and female mice (Berthold et al., 2022).

Antinociceptive Effects

The antinociceptive effects of 7-OH were investigated in mice using the tail flick and hot plate tests. These tests are commonly used to examine pain and analgesic effects in rodents (D'Amour & Smith, 1941). In these tests, rodents are subject to a heat stimulus and timed for the duration it takes to move their tail (i.e., tail flick) or produce a response such as jumping, licking, or shaking of limbs (i.e., hot plate).

In the tail flick test, subcutaneous administration of 7-OH (2.5 – 10 mg/kg) produced both time and dose-related antinociceptive effects. Notably, the dose-effect curve for 7-OH was shifted to the left, indicating a greater potency than the positive control comparator, morphine. Similar results were observed in the hot plate test, and when morphine and 7-OH were administered

orally. Naloxone (2 mg/kg s.c.) inhibited the effects of 7-OH and morphine in both tests (Matsumoto et al., 2004; Matsumoto et al., 2008). Concurrent results were observed by Obeng and colleagues using the hot plate test. In their study, 7-OH (0.0032 – 3.2 mg/kg, i.v.) produced maximum antinociceptive effects and was more potent morphine but less potent than fentanyl when administered intravenously. Likewise, naltrexone (0.1 mg/kg) reversed the antinociceptive effects of 7-OH suggesting the antinociception was mediated via mu opioid receptors (Obeng et al., 2020).

Respiratory Depression

A major risk of opioid exposure and cause of opioid-induced death is respiratory depression (Baldo & Rose, 2022; Bateman et al., 2023). To examine the respiratory effects of 7-OH in rodents, whole body plethysmography was used in freely moving, awake rats. Both morphine (10 and 32 mg/kg, i.v.) and 7-OH (1, 3.2, and 10 mg/kg, i.v.) induced significant respiratory depression as assessed by minute volume, tidal volume, and breathing frequency. The mu-opioid agonist naloxone (1.0 mg/kg i.v.) reversed these effects, a finding consistent with the mu opioid effects of 7-OH (Zuarth Gonzalez et al., 2025). These data highlight a potential risk factor of 7-OH exposure and suggest 7-OH may expose individuals to similar risks as classic opioids, including respiratory depression.

Physical Dependence and Withdrawal

It is well-established that chronic administration of opioids leads to the development of tolerance and physical dependence that may culminate into a withdrawal syndrome. In parallel with some of the hot plate tests described above, the ability of 7-OH to produce physical dependence and withdrawal was examined. Mice were treated with subcutaneous 7-OH (10 mg/kg b.i.d.) or morphine (10 mg/kg b.i.d.) for five days. Tolerance was assessed as a reduction of analgesia in the hot plate test. After five days of treatment, both morphine and 7-OH showed a decreased analgesic response on the hot plate test, demonstrating the development of tolerance. In addition, cross-tolerance was also observed between morphine and 7-OH suggesting a similar mechanism of action between the drugs. Finally, after five days of escalating doses of 7-OH and morphine (8-45 mg/kg b.i.d.) the development of withdrawal was assessed with a 3 mg/kg s.c., dose of naloxone injected two hours after 7-OH administration. Both morphine and 7-OH treatment produced signs of withdrawal such as jumping, rearing, urination, ptosis, forepaw tremor, and diarrhea (Matsumoto et al., 2005).

Summary of Preclinical Data

From the studies described above, 7-OH has high affinity for mu opioid receptors and functional activity as an agonist at these receptors. Consistent with this pharmacological activity, 7-OH is self-administered by animals, substitutes for morphine in drug discrimination studies, produces antinociception, and physical dependence leading to withdrawal when administered to rodents. Moreover, 7-OH has consistently demonstrated an increased potency relative to morphine in preclinical rodent studies. These observations suggest 7-OH has pharmacological properties representative of a full mu opioid agonist and an associated high potential for abuse.

CONCLUSIONS

The data described in this report indicate that 7-OH has a significant potential for abuse and associated harms. Conclusively, 7-OH has high affinity and agonist activity at mu opioid receptors. Consistent with this pharmacological mechanism of action, 7-OH demonstrates rewarding effects in that it is self-administered by animals and also produces conditioned place preference, two well-established animal behavioral models measuring rewarding effects as a predictor of abuse potential in humans. In animal drug discrimination studies, 7-OH substitutes for morphine with full generalization. 7-OH is also demonstrated to produce antinociception consistent with opioid pharmacology, and to produce physical dependence when administered to rodents, as evidenced by a classic set of withdrawal signs associated with opioid withdrawal upon discontinuation of opioid administration. Moreover, 7-OH in all above models has consistently demonstrated an increased potency relative to morphine.

Due to the fact that 7-OH is both a metabolite of mitragynine and naturally present in low amounts in botanical kratom, using toxicology results to identify 7-OH as a primary or sole contributor in human exposures is challenging. There is also a need for improved clinical awareness and population surveillance to better characterize patterns of 7-OH use, the products that people are obtaining, and individual treatment needs following 7-OH exposure. Additionally, questions on 7-OH are not generally included in national surveys, and other data sources that rely on self-reported use of 7-OH likely underestimate the number of 7-OH exposure cases, as individuals may be unaware of the distinction from kratom products. Nonetheless, since specific codes were added earlier this year to document 7-OH exposure cases, U.S. poison centers have identified multiple single-substance cases of 7-OH exposure resulting in serious adverse clinical outcomes. Also, although anecdotal, social media and online forums indicate growing awareness and use of 7-OH, and many testimonials of the negative opioid-mediated effects users have experienced, including 7-OH dependence, associated withdrawal syndrome, and addiction.

In the current marketplace in the U.S., 7-OH is increasingly being marketed over-the-counter and online, in concentrated forms or sufficient doses to cause harms to those individuals engaging, knowingly or unknowingly, in use of 7-OH. Based on demonstrated pharmacology, repeated or prolonged use of 7-OH would lead to tolerance, physical dependence, and potentially to opioid addiction— typical of mu opioid agonist drugs of abuse. This public health threat is troubling and requires immediate and impactful policies to educate consumers and take regulatory action that limits access to 7-OH containing products.

REFERENCES

- Ator, N. A., & Griffiths, R. R. (2003). Principles of drug abuse liability assessment in laboratory animals. *Drug Alcohol Depend*, 70(3 Suppl), S55-72. [https://doi.org/10.1016/s0376-8716\(03\)00099-1](https://doi.org/10.1016/s0376-8716(03)00099-1)
- Baldo, B. A., & Rose, M. A. (2022). Mechanisms of opioid-induced respiratory depression. *Arch Toxicol*, 96(8), 2247-2260. <https://doi.org/10.1007/s00204-022-03300-7>
- Balster, R. L., & Bigelow, G. E. (2003). Guidelines and methodological reviews concerning drug abuse liability assessment. *Drug Alcohol Depend*, 70(3 Suppl), S13-40. [https://doi.org/10.1016/s0376-8716\(03\)00097-8](https://doi.org/10.1016/s0376-8716(03)00097-8)
- Bateman, J. T., Saunders, S. E., & Levitt, E. S. (2023). Understanding and countering opioid-induced respiratory depression. *Br J Pharmacol*, 180(7), 813-828. <https://doi.org/10.1111/bph.15580>
- Berthold, E. C., Kamble, S. H., Raju, K. S., Kuntz, M. A., Senetra, A. S., Mottinelli, M., Leon, F., Restrepo, L. F., Patel, A., Ho, N. P., Hiranita, T., Sharma, A., McMahon, L. R., & McCurdy, C. R. (2022). The Lack of Contribution of 7-Hydroxymitragynine to the Antinociceptive Effects of Mitragynine in Mice: A Pharmacokinetic and Pharmacodynamic Study. *Drug Metab Dispos*, 50(2), 158-167. <https://doi.org/10.1124/dmd.121.000640>
- Brady, J. V., Griffiths, R. R., Hienz, R. D., Ator, N. A., Lukas, S. E., & Lamb, R. J. (1987). Assessing Drugs for Abuse Liability and Dependence Potential in Laboratory Primates. In M. A. Bozarth (Ed.), *Methods of Assessing the Reinforcing Properties of Abused Drugs* (pp. 45-85). Springer New York. https://doi.org/10.1007/978-1-4612-4812-5_3
- Chakraborty, S., Uprety, R., Slocum, S. T., Irie, T., Le Rouzic, V., Li, X., Wilson, L. L., Scouller, B., Alder, A. F., Kruegel, A. C., Ansonoff, M., Varadi, A., Eans, S. O., Hunkele, A., Allaoa, A., Kalra, S., Xu, J., Pan, Y. X., Pintar, J.,...Majumdar, S. (2021). Oxidative Metabolism as a Modulator of Kratom's Biological Actions. *J Med Chem*, 64(22), 16553-16572. <https://doi.org/10.1021/acs.jmedchem.1c01111>
- Chear, N. J., Leon, F., Sharma, A., Kanumuri, S. R. R., Zwolinski, G., Abboud, K. A., Singh, D., Restrepo, L. F., Patel, A., Hiranita, T., Ramanathan, S., Hampson, A. J., McMahon, L. R., & McCurdy, C. R. (2021). Exploring the Chemistry of Alkaloids from Malaysian *Mitragyna speciosa* (Kratom) and the Role of Oxindoles on Human Opioid Receptors. *J Nat Prod*, 84(4), 1034-1043. <https://doi.org/10.1021/acs.jnatprod.0c01055>
- Cinosi, E., Martinotti, G., Simonato, P., Singh, D., Demetrovics, Z., Roman-Urrestarazu, A., Bersani, F. S., Vicknasingam, B., Piazzon, G., Li, J. H., Yu, W. J., Kapitany-Foveny, M., Farkas, J., Di Giannantonio, M., & Corazza, O. (2015). Following "the Roots" of Kratom (*Mitragyna speciosa*): The Evolution of an Enhancer from a Traditional Use to Increase Work and Productivity in Southeast Asia to a Recreational Psychoactive Drug in Western Countries. *Biomed Res Int*, 2015, 968786. <https://doi.org/10.1155/2015/968786>
- D'Amour, F. E., & Smith, D. L. (1941). A METHOD FOR DETERMINING LOSS OF PAIN SENSATION. *The Journal of Pharmacology and Experimental Therapeutics*, 72(1), 74-79. [https://doi.org/10.1016/S0022-3565\(25\)03823-6](https://doi.org/10.1016/S0022-3565(25)03823-6)
- Ellis, C. R., Racz, R., Kruhlak, N. L., Kim, M. T., Zakharov, A. V., Southall, N., Hawkins, E. G., Burkhart, K., Strauss, D. G., & Stavitskaya, L. (2020). Evaluating kratom alkaloids using PHASE. *PLoS One*, 15(3), e0229646. <https://doi.org/10.1371/journal.pone.0229646>
- Garcia-Romeu, A., Cox, D. J., Smith, K. E., Dunn, K. E., & Griffiths, R. R. (2020). Kratom (*Mitragyna speciosa*): User demographics, use patterns, and implications for the opioid

- epidemic. *Drug Alcohol Depend*, 208, 107849. <https://doi.org/10.1016/j.drugalcdep.2020.107849>
- Grundmann, O., Garcia-Romeu, A., McCurdy, C. R., Sharma, A., Smith, K. E., Swogger, M. T., & Weiss, S. T. (2024). Not all kratom is equal: The important distinction between native leaf and extract products. *Addiction*, 119(1), 202-203. <https://doi.org/10.1111/add.16366>
- Gutridge, A. M., Robins, M. T., Cassell, R. J., Uprety, R., Mores, K. L., Ko, M. J., Pasternak, G. W., Majumdar, S., & van Rijn, R. M. (2020). G protein-biased kratom-alkaloids and synthetic carfentanil-amide opioids as potential treatments for alcohol use disorder. *Br J Pharmacol*, 177(7), 1497-1513. <https://doi.org/10.1111/bph.14913>
- Harun, N., Hassan, Z., Navaratnam, V., Mansor, S. M., & Shoaib, M. (2015). Discriminative stimulus properties of mitragynine (kratom) in rats. *Psychopharmacology (Berl)*, 232(13), 2227-2238. <https://doi.org/10.1007/s00213-015-3866-5>
- Hemby, S. E., McIntosh, S., Leon, F., Cutler, S. J., & McCurdy, C. R. (2019). Abuse liability and therapeutic potential of the *Mitragyna speciosa* (kratom) alkaloids mitragynine and 7-hydroxymitragynine. *Addict Biol*, 24(5), 874-885. <https://doi.org/10.1111/adb.12639>
- Hill, K., Boyer, E. W., Grundmann, O., & Smith, K. E. (2025). De facto opioids: Characterization of novel 7-hydroxymitragynine and mitragynine pseudoindoxyl product marketing. *Drug Alcohol Depend*, 272, 112701. <https://doi.org/10.1016/j.drugalcdep.2025.112701>
- Hossain, R., Sultana, A., Nuinon, M., Noonong, K., Tangpong, J., Hossain, K. H., & Rahman, M. A. (2023). A Critical Review of the Neuropharmacological Effects of Kratom: An Insight from the Functional Array of Identified Natural Compounds. *Molecules*, 28(21). <https://doi.org/10.3390/molecules28217372>
- Huestis, M. A., Brett, M. A., Bothmer, J., & Atallah, R. (2024). Human Mitragynine and 7-Hydroxymitragynine Pharmacokinetics after Single and Multiple Daily Doses of Oral Encapsulated Dried Kratom Leaf Powder. *Molecules*, 29(5). <https://doi.org/10.3390/molecules29050984>
- Johanson, C. E., & Schuster, C. R. (1981). Animal models of drug self-administration. *Advances in Substance Abuse*, 2, 219-297.
- Kamble, S. H., Leon, F., King, T. I., Berthold, E. C., Lopera-Londono, C., Siva Rama Raju, K., Hampson, A. J., Sharma, A., Avery, B. A., McMahon, L. R., & McCurdy, C. R. (2020). Metabolism of a Kratom Alkaloid Metabolite in Human Plasma Increases Its Opioid Potency and Efficacy. *ACS Pharmacol Transl Sci*, 3(6), 1063-1068. <https://doi.org/10.1021/acsptsci.0c00075>
- Karunakaran, T., Vicknasingam, B., & Chawarski, M. C. (2024). Phytochemical analysis of water and ethanol liquid extracts prepared using freshly harvested leaves of *Mitragyna speciosa* (Korth.). *Nat Prod Res*, 1-8. <https://doi.org/10.1080/14786419.2024.2362428>
- Kikura-Hanajiri, R., Kawamura, M., Maruyama, T., Kitajima, M., Takayama, H., & Goda, Y. (2009). Simultaneous analysis of mitragynine, 7-hydroxymitragynine, and other alkaloids in the psychotropic plant "kratom" (*Mitragyna speciosa*) by LC-ESI-MS. *Forensic Toxicology*, 27(2), 67-74. <https://doi.org/10.1007/s11419-009-0070-5>
- Kruegel, A. C., Gassaway, M. M., Kapoor, A., Varadi, A., Majumdar, S., Filizola, M., Javitch, J. A., & Sames, D. (2016). Synthetic and Receptor Signaling Explorations of the *Mitragyna* Alkaloids: Mitragynine as an Atypical Molecular Framework for Opioid Receptor Modulators. *J Am Chem Soc*, 138(21), 6754-6764. <https://doi.org/10.1021/jacs.6b00360>
- Leon, F., Habib, E., Adkins, J. E., Furr, E. B., McCurdy, C. R., & Cutler, S. J. (2009). Phytochemical characterization of the leaves of *Mitragyna speciosa* grown in U.S.A. *Nat Prod Commun*, 4(7), 907-910. <https://www.ncbi.nlm.nih.gov/pubmed/19731590>

- Lydecker, A. G., Sharma, A., McCurdy, C. R., Avery, B. A., Babu, K. M., & Boyer, E. W. (2016). Suspected Adulteration of Commercial Kratom Products with 7-Hydroxymitragynine. *J Med Toxicol*, 12(4), 341-349. <https://doi.org/10.1007/s13181-016-0588-y>
- Matsumoto, K., Horie, S., Ishikawa, H., Takayama, H., Aimi, N., Ponglux, D., & Watanabe, K. (2004). Antinociceptive effect of 7-hydroxymitragynine in mice: Discovery of an orally active opioid analgesic from the Thai medicinal herb *Mitragyna speciosa*. *Life Sci*, 74(17), 2143-2155. <https://doi.org/10.1016/j.lfs.2003.09.054>
- Matsumoto, K., Horie, S., Takayama, H., Ishikawa, H., Aimi, N., Ponglux, D., Murayama, T., & Watanabe, K. (2005). Antinociception, tolerance and withdrawal symptoms induced by 7-hydroxymitragynine, an alkaloid from the Thai medicinal herb *Mitragyna speciosa*. *Life Sci*, 78(1), 2-7. <https://doi.org/10.1016/j.lfs.2004.10.086>
- Matsumoto, K., Takayama, H., Narita, M., Nakamura, A., Suzuki, M., Suzuki, T., Murayama, T., Wongseripipatana, S., Misawa, K., Kitajima, M., Tashima, K., & Horie, S. (2008). MGM-9 [(E)-methyl 2-(3-ethyl-7a,12a-(epoxyethoxy)-9-fluoro-1,2,3,4,6,7,12,12b-octahydro-8-methoxyindolo[2,3-a]quinolizin-2-yl)-3-methoxyacrylate], a derivative of the indole alkaloid mitragynine: a novel dual-acting mu- and kappa-opioid agonist with potent antinociceptive and weak rewarding effects in mice. *Neuropharmacology*, 55(2), 154-165. <https://doi.org/10.1016/j.neuropharm.2008.05.003>
- Maxwell, E. A., King, T. I., Kamble, S. H., Raju, K. S. R., Berthold, E. C., Leon, F., Hampson, A., McMahon, L. R., McCurdy, C. R., & Sharma, A. (2021). Oral Pharmacokinetics in Beagle Dogs of the Mitragynine Metabolite, 7-Hydroxymitragynine. *Eur J Drug Metab Pharmacokinet*, 46(3), 459-463. <https://doi.org/10.1007/s13318-021-00684-2>
- McCurdy, C. R., Sharma, A., Smith, K. E., Veltri, C. A., Weiss, S. T., White, C. M., & Grundmann, O. (2024). An update on the clinical pharmacology of kratom: uses, abuse potential, and future considerations. *Expert Rev Clin Pharmacol*, 17(2), 131-142. <https://doi.org/10.1080/17512433.2024.2305798>
- Mombelli, E. (2022). Animal Models of Drug Addiction. In S. Della Sala (Ed.), *Encyclopedia of Behavioral Neuroscience, 2nd edition (Second Edition)* (pp. 674-681). Elsevier. <https://doi.org/https://doi.org/10.1016/B978-0-12-819641-0.00118-3>
- Mongar, P., Jaisi, A., Inkviya, T., Wungsintaweekul, J., & Wiwattanawongsa, K. (2024). Effects of Itraconazole on Pharmacokinetics of Mitragynine and 7-Hydroxymitragynine in Healthy Volunteers. *ACS Pharmacol Transl Sci*, 7(3), 823-833. <https://doi.org/10.1021/acsptsci.3c00335>
- NDEWS. (2024). National Drug Early Warning System Weekly Briefing. (195). <https://ndews.org/newsletter/weekly-briefing-issue-195/>
- Obeng, S., Kamble, S. H., Reeves, M. E., Restrepo, L. F., Patel, A., Behnke, M., Chear, N. J., Ramanathan, S., Sharma, A., Leon, F., Hiranita, T., Avery, B. A., McMahon, L. R., & McCurdy, C. R. (2020). Investigation of the Adrenergic and Opioid Binding Affinities, Metabolic Stability, Plasma Protein Binding Properties, and Functional Effects of Selected Indole-Based Kratom Alkaloids. *J Med Chem*, 63(1), 433-439. <https://doi.org/10.1021/acs.jmedchem.9b01465>
- Obeng, S., Wilkerson, J. L., Leon, F., Reeves, M. E., Restrepo, L. F., Gamez-Jimenez, L. R., Patel, A., Pennington, A. E., Taylor, V. A., Ho, N. P., Braun, T., Fortner, J. D., Crowley, M. L., Williamson, M. R., Pallares, V. L. C., Mottinelli, M., Lopera-Londono, C., McCurdy, C. R., McMahon, L. R., & Hiranita, T. (2021). Pharmacological Comparison of Mitragynine and 7-Hydroxymitragynine: In Vitro Affinity and Efficacy for mu-Opioid Receptor and Opioid-Like Behavioral Effects in Rats. *J Pharmacol Exp Ther*, 376(3), 410-427. <https://doi.org/10.1124/jpet.120.000189>

- Ogozalek, S. (2023, December 9). The Tampa Bay Times tested 20 kratom products. Here's what we found. *Tampa Bay Times*.
<https://www.tampabay.com/investigations/2023/12/09/tampa-bay-times-tested-20-kratom-products-heres-what-we-found/>
- Panlilio, L. V., & Goldberg, S. R. (2007). Self-administration of drugs in animals and humans as a model and an investigative tool. *Addiction*, *102*(12), 1863-1870.
<https://doi.org/10.1111/j.1360-0443.2007.02011.x>
- Ponglux, D., Wongseripipatana, S., Takayama, H., Kikuchi, M., Kurihara, M., Kitajima, M., Aimi, N., & Sakai, S. (1994). A New Indole Alkaloid, 7 alpha-Hydroxy-7H-mitragynine, from *Mitragyna speciosa* in Thailand. *Planta Med*, *60*(6), 580-581. <https://doi.org/10.1055/s-2006-959578>
- Prus, A. J., James, J. R., & Rosecrans, J. A. (2009). Conditioned Place Preference. In J. J. Buccafusco (Ed.), *Methods of Behavior Analysis in Neuroscience* (2nd ed.).
<https://www.ncbi.nlm.nih.gov/pubmed/21204336>
- Rogers, J. M., Weiss, S. T., Epstein, D. H., Grundmann, O., Hill, K., & Smith, K. E. (2024). Kratom addiction per DSM-5 SUD criteria, and kratom physical dependence: Insights from dosing amount versus frequency. *Drug Alcohol Depend*, *260*, 111329.
<https://doi.org/10.1016/j.drugalcdep.2024.111329>
- Sengnon, N., Vonghirundecha, P., Chaichan, W., Juengwatanatrakul, T., Onthong, J., Kitprasong, P., Sriwiriyan, S., Chittrakarn, S., Limsuwanchote, S., & Wungsintaweekul, J. (2023). Seasonal and Geographic Variation in Alkaloid Content of Kratom (*Mitragyna speciosa* (Korth.) Havil.) from Thailand. *Plants (Basel)*, *12*(4).
<https://doi.org/10.3390/plants12040949>
- Sharma, A., Smith, K. E., Kuntz, M. A., Berthold, E. C., Elashkar, O. I., Guadagnoli, N., Kanumuri, S. R. R., Mukhopadhyay, S., Panlilio, L. V., Epstein, D. H., & McCurdy, C. R. (2025). Chemical Analysis and Alkaloid Intake for Kratom Products Available in the United States. *Drug Test Anal*. <https://doi.org/10.1002/dta.3906>
- Singh, D., Narayanan, S., & Vicknasingam, B. (2016). Traditional and non-traditional uses of Mitragynine (Kratom): A survey of the literature. *Brain Res Bull*, *126*(Pt 1), 41-46.
<https://doi.org/10.1016/j.brainresbull.2016.05.004>
- Singh, D., Narayanan, S., Vicknasingam, B., Corazza, O., Santacroce, R., & Roman-Urrestarazu, A. (2017). Changing trends in the use of kratom (*Mitragyna speciosa*) in Southeast Asia. *Hum Psychopharmacol*, *32*(3). <https://doi.org/10.1002/hup.2582>
- Smith, K. E., Boyer, E. W., Grundmann, O., McCurdy, C. R., & Sharma, A. (2024). The rise of novel, semi-synthetic 7-hydroxymitragynine products. *Addiction*.
<https://doi.org/10.1111/add.16728>
- Smith, K. E., Panlilio, L. V., Sharma, A., McCurdy, C. R., Feldman, J. D., Mukhopadhyay, S., Kanumuri, S. R. R., Kuntz, M. A., Hill, K., & Epstein, D. H. (2024). Time course of kratom effects via ecological momentary assessment, by product type, dose amount, and assayed alkaloid content. *Drug Alcohol Depend*, *264*, 112460.
<https://doi.org/10.1016/j.drugalcdep.2024.112460>
- Smith, K. E., Rogers, J. M., Dunn, K. E., Grundmann, O., McCurdy, C. R., Schriefer, D., & Epstein, D. H. (2022). Searching for a Signal: Self-Reported Kratom Dose-Effect Relationships Among a Sample of US Adults With Regular Kratom Use Histories. *Front Pharmacol*, *13*, 765917. <https://doi.org/10.3389/fphar.2022.765917>
- Solinas, M., Panlilio, L. V., Justinova, Z., Yasar, S., & Goldberg, S. R. (2006). Using drug-discrimination techniques to study the abuse-related effects of psychoactive drugs in rats. *Nat Protoc*, *1*(3), 1194-1206. <https://doi.org/10.1038/nprot.2006.167>

- Swedberg, M. D. (2016). Drug discrimination: A versatile tool for characterization of CNS safety pharmacology and potential for drug abuse. *J Pharmacol Toxicol Methods*, *81*, 295-305. <https://doi.org/10.1016/j.vascn.2016.05.011>
- Takayama, H., Ishikawa, H., Kurihara, M., Kitajima, M., Aimi, N., Ponglux, D., Koyama, F., Matsumoto, K., Moriyama, T., Yamamoto, L. T., Watanabe, K., Murayama, T., & Horie, S. (2002). Studies on the synthesis and opioid agonistic activities of mitragynine-related indole alkaloids: discovery of opioid agonists structurally different from other opioid ligands. *J Med Chem*, *45*(9), 1949-1956. <https://doi.org/10.1021/jm010576e>
- Tanna, R. S., Nguyen, J. T., Hadi, D. L., Manwill, P. K., Flores-Bocanegra, L., Layton, M. E., White, J. R., Cech, N. B., Oberlies, N. H., Rettie, A. E., Thummel, K. E., & Paine, M. F. (2022). Clinical Pharmacokinetic Assessment of Kratom (*Mitragyna speciosa*), a Botanical Product with Opioid-like Effects, in Healthy Adult Participants. *Pharmaceutics*, *14*(3). <https://doi.org/10.3390/pharmaceutics14030620>
- Todd, D. A., Kellogg, J. J., Wallace, E. D., Khin, M., Flores-Bocanegra, L., Tanna, R. S., McIntosh, S., Raja, H. A., Graf, T. N., Hemby, S. E., Paine, M. F., Oberlies, N. H., & Cech, N. B. (2020). Chemical composition and biological effects of kratom (*Mitragyna speciosa*): In vitro studies with implications for efficacy and drug interactions. *Sci Rep*, *10*(1), 19158. <https://doi.org/10.1038/s41598-020-76119-w>
- Varadi, A., Marrone, G. F., Palmer, T. C., Narayan, A., Szabo, M. R., Le Rouzic, V., Grinnell, S. G., Subrath, J. J., Warner, E., Kalra, S., Hunkele, A., Pagirsky, J., Eans, S. O., Medina, J. M., Xu, J., Pan, Y. X., Borics, A., Pasternak, G. W., McLaughlin, J. P., & Majumdar, S. (2016). Mitragynine/Corynantheidine Pseudoindoxyls As Opioid Analgesics with Mu Agonism and Delta Antagonism, Which Do Not Recruit beta-Arrestin-2. *J Med Chem*, *59*(18), 8381-8397. <https://doi.org/10.1021/acs.jmedchem.6b00748>
- Walker, E. A. (2018). A Prospective Evaluation of Drug Discrimination in Pharmacology. *Curr Top Behav Neurosci*, *39*, 319-328. https://doi.org/10.1007/7854_2018_59
- Young, R. (2009). Drug Discrimination. In J. J. Buccafusco (Ed.), *Methods of Behavior Analysis in Neuroscience* (2nd ed.). <https://www.ncbi.nlm.nih.gov/pubmed/21204332>
- Zuarth Gonzalez, J. D., Ragsdale, A. K., Mukhopadhyay, S., McCurdy, C. R., McMahan, L. R., Obeng, S., & Wilkerson, J. L. (2025). Mitragynine and 7-Hydroxymitragynine: Bidirectional Effects on Breathing in Rats. *bioRxiv*. <https://doi.org/10.1101/2025.05.16.654392>

Kratom & 7-OH: What do we know about use, safety, and overdose risk?



Mandy Sladky, MSN, RN, CARN and Caleb Banta-Green, PhD, MPH, MSW

Key Points

- Kratom is a plant from Southeast Asia. Two of its primary psychoactive components are mitragynine and 7-hydroxymitragynine (7-OH). These compounds have opioid-like properties.
- Data and reports suggest kratom use is relatively low in Washington State among those seeking substance use disorder treatment, with some cases of kratom physical dependence and use disorder.
- Kratom offers potential benefits to relieve pain, improve mood, ease opioid withdrawal, and manage symptoms of other substance use disorders, but its effects and safety profile are not fully understood.
- The most commonly reported side effects of kratom are typically mild, but it can also cause serious health issues like respiratory depression, seizures, liver toxicity, and arrhythmias.
- The number of overdose deaths involving kratom in WA State has increased but remain low. Most of these deaths involve other substances as well.
- 7-OH is present at low levels (about 2%) in kratom, however 7-OH is increasingly sold as a stand-alone and more potent product. Concerns about 7-OH's health impacts were expressed by the FDA on July 29, 2025.
 - Preliminary data indicate that 7-OH is much stronger than kratom and can cause severe respiratory depression leading to overdose, which *can* be reversed with naloxone.
 - Opioid use disorder involving 7-OH has been reported by WA State substance use treatment providers and has been successfully treated with buprenorphine.
 - Data on morbidity and mortality associated with 7-OH is very limited; however, treatment providers and the Washington Poison Center report increases in 2025.
- Kratom and kratom-related products such as 7-OH have not been approved by the Food and Drug Administration. More research is needed to evaluate their safety and efficacy and potential consumers should be cautious.
- Contact the Washington Poison Center or WA State Recovery Help Line for for additional information and support.

Introduction

Kratom is a psychoactive substance made from the leaves of the *Mitragyna speciosa* tree, native to Southeast Asia. Use and impacts of kratom are not well understood. Advertisements at gas stations are common, and there are occasional media reports of its involvement in deaths, leading to questions like: *What is kratom? Why do people use it? Is it dangerous? Can you be addicted to kratom?* We answer these common questions below.

Background

Kratom is reported to be used, and sometimes advertised, for its potential to relieve pain, increase energy, improve mood, and alleviate opioid withdrawal (opioids include substances such as morphine, oxycodone, heroin, and fentanyl). Kratom's components tend to produce stimulant-like effects at lower doses and depressant effects at higher doses.¹ The primary compounds in kratom, mitragynine and 7-hydroxymitragynine (7-OH), partially activate opioid receptors to relieve pain and induce mild euphoria. These compounds act on several neurotransmitter systems, suggesting potential antidepressant, anxiety-relieving, and antipsychotic effects.¹

While there are potential therapeutic benefits of kratom, there are also safety concerns. More research is needed to better understand kratom's effects, which may vary greatly depending on the amount taken, how it's processed, and varying quality and consistency of products.² Kratom is typically sold as dried leaves, commonly brewed into tea, or in capsules. It is more recently available as extracts or edibles, which may be considerably more potent.² The use of 7-OH as an isolated compound, typically available in tablet and liquid forms, has increased, and users report that it is much stronger than kratom. The FDA reports that 7-OH binds to opioid receptors three times stronger than morphine, indicating it has strong opioid effects.³ High potency kratom products and polysubstance use including kratom has been linked to deaths.

Kratom and 7-OH are not currently federally scheduled, meaning they are not illegal nor is a prescription required, but kratom has been banned in some states and local municipalities. These products are widely available and commonly sold online, at smoke shops, at gas stations, and in some bars. The Food and Drug Administration (FDA) has not fully evaluated or approved kratom or any kratom-related products and warns against their use.⁴

Common questions about kratom

How common is kratom use?

The number of people using kratom in the United States is difficult to determine. National surveys likely underestimate its use, with studies suggesting that 1-6 million Americans have tried kratom at some point. The American Kratom Association estimates significantly higher numbers, with 10-15 million people in the U.S. having tried kratom and about 5 million current regular users.² Evidence suggests kratom is most often used by current and former opioid users to manage pain, opioid withdrawal, and opioid cravings.⁵

How often do people in treatment for opioid use disorder report using kratom? How do they do in treatment?

Local data from Washington State's opioid treatment programs (OTPs) suggest kratom is rarely reported by clients as their primary substance of use; only 12 patients statewide among 19,162 individuals in care reported kratom as their primary substance used upon entering treatment (*Personal communication, Lauren Kula, Washington State Health Care*



Photo credit: Caleb Banta-Green.

Authority, August 4, 2025). However, improved data collection methods are needed to better understand local rates of use and use disorder.

Washington State health care and substance use disorder (SUD) treatment providers report low prevalence of kratom use among their patients, although most settings do not commonly or systematically screen for kratom. Consistent with existing research, these providers from across WA State find that patients typically use kratom to manage opioid withdrawal symptoms but then find that they become dependent on kratom or 7-OH as well. Health care providers report that the medications for opioid use disorder (OUD), methadone and buprenorphine, have worked well with people with OUD who are physically dependent on kratom or 7-OH.

We have two patients who were using heroin and then switched to exclusively using kratom for the next two years. It kept them from going into opioid withdrawal[,] so they were able to successfully get off heroin. They would feel withdrawal symptoms, however, if they didn't use the kratom for several days and came to us because they were afraid that if kratom ever became banned by the FDA, they would return to heroin (or now fentanyl). We placed them on Suboxone [a brand name for oral buprenorphine] as they dropped the kratom, and just recently they switched to Sublocade [a brand name for long-acting injectable buprenorphine]. They are doing fantastic. – Physician

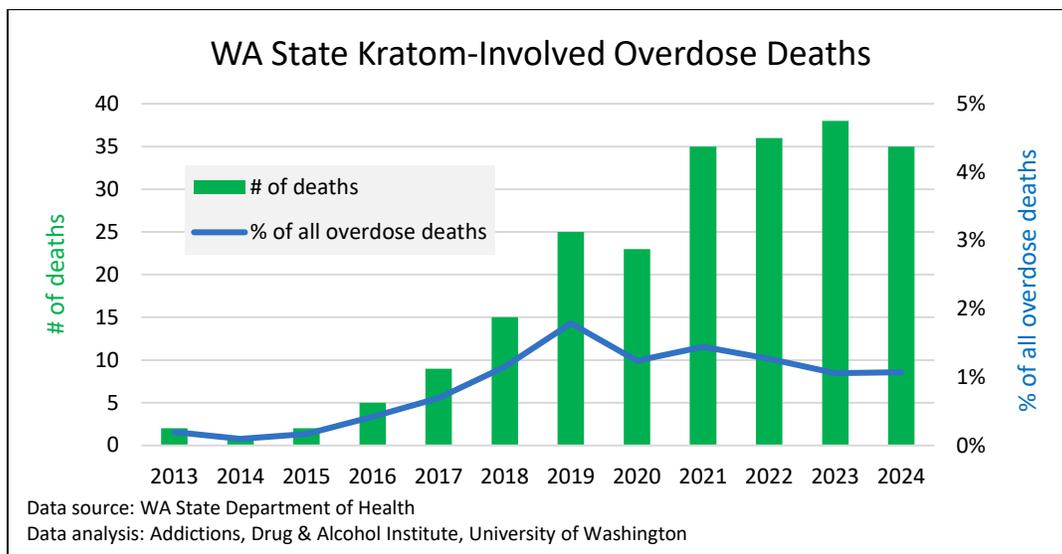
I have treated one patient for kratom dependence. They started opioids with oxycodone pills, did not like being hooked on that and found kratom kept withdrawal away...until they tried to stop that as well. [They] came to our clinic [and] did well on... [buprenorphine]. For a few years after that I would specifically ask about kratom use, including a question on our preliminary assessment form. No one else endorsed using [kratom]. I have since stopped asking. –Physician

We have been testing for kratom but rarely see it... I think it's a group that is used to 'harder' drugs and kratom just doesn't clear the bar. We have had 3-4 people come to us for medications for OUD for kratom dependence and have had fine outcomes with both buprenorphine and methadone. [In] my inpatient work we frequently see kratom dependence as a secondary problem to other use disorders and maybe one primary kratom dependence case in [about] 2 years. – Physician and OTP medical director

It's [7-OH] so much stronger than regular Kratom. Withdrawal is seriously difficult. We have treated 5 people with buprenorphine (which] works well.. – Substance use disorder professional

How often is kratom involved in overdose deaths?

The figure below shows the number of overdose deaths (also known technically as “poisoning”) in Washington State in which kratom was detected. Since 2013, when the first two deaths involving kratom were reported, the number of deaths has increased to 35 in 2024. The percent of all overdose deaths in which kratom was detected has been very low overall and only 1% in 2024. In comparison, in 2024 there were 2,275 overdose deaths in WA State involving “other synthetic opioids,” predominantly non-pharmaceutical fentanyl, representing 70% of all overdose deaths.⁶



Most drug overdoses involve multiple drugs. However, because of inconsistent coding of kratom in multiple drug categories, it is not possible to use International Classification of Diseases (ICD) coding to analyze death certificate data to identify all of the substances detected in a death. Therefore, to explore the presence of other drugs in kratom-involved overdose deaths, ADAI staff manually analyzed the “cause of death” text field from death certificate data for deaths in which kratom/mitragynine was reported in WA State for 2024. These data indicated that among the 35 kratom-involved deaths in 2024:

- 83% (n=29) involved at least one other drug
- 69% (n=24) involved at least one opioid
- 63% (n=22) involved fentanyl with or without other substances
- 17% (n=6) involved only kratom

For comparison, among 4,853 deaths in WA State in 2023 and 2024 that involved “other synthetic opioids” (mostly non-pharmaceutical fentanyl) and in which heroin was not present, 23% had no other drug detected.⁶ That is, there were many more deaths involving fentanyl than kratom, and a larger proportion of fentanyl deaths involved no other drug, suggesting kratom is a less lethal substance despite its widespread availability. It may be difficult to identify 7-OH involved overdose deaths, as it is unclear whether 7-OH would specifically be recorded on death certificates

A detailed analysis of kratom-involved deaths in Florida was conducted by the Tampa Bay Times. They analyzed data from 2013, when the first kratom-involved death was detected, through June 30, 2022. A minority of cases, 8%, involved kratom without any other substances present.⁸ Parallels with WA State data include that 2013 was the same year that a kratom-involved death was detected in both states, and both states report similar, low proportions of deaths involving just kratom.

Evidence on risks and benefits

Research on kratom, especially in the U.S., is limited, with most data coming from case studies and observation. Currently, there is not enough information on kratom to report more definitively on its impact on health and well-being. The National Institute on Drug Abuse (NIDA) notes on their webpage that “NIDA supports and conducts research to evaluate potential medicinal uses for kratom and related chemical compounds...NIDA also supports research towards better understanding the health and safety effects of kratom use. Rare but serious effects have been reported in people who use kratom.”⁹

Evidence suggests that kratom may be effective as an analgesic and may decrease the use of other drugs.¹⁰ People

who use kratom long-term report benefit in managing SUD symptoms (e.g., reducing cravings and use of other substances) and relief from withdrawal symptoms for alcohol, opioids, and other drugs.¹⁰ Results of preclinical studies in animals also strongly suggest that kratom/mitragynine is useful for alleviating pain and opioid withdrawal and has a lower risk of central nervous system effects and respiratory depression than conventional opioids.^{1,11} People who use kratom daily have also reported improvements in daily living and productivity, including reduced pain, improved mood, increased energy, and alertness. Euphoria or feeling “high” is less frequently reported.¹²

The most commonly reported side effects of kratom are typically mild and include agitation, irritability, tachycardia (high heart rate), nausea, vomiting, confusion, drowsiness, and hypertension. Kratom can also cause serious health issues like respiratory depression, seizures, liver toxicity, and irregular heart arrhythmias. Other adverse effects include hallucinations, delusions, depression, dizziness, difficulty sleeping, sweating, tremor, reduced appetite and anorexia, constipation, transient erectile dysfunction, difficulty sleeping, sweating, darkening patches of skin, and hair thinning. Higher doses of kratom and concentrated products are riskier. Using kratom with other substances can enhance the effects of those substances, which may increase negative effects.^{1,13} Furthermore, kratom’s unregulated status as a dietary supplement warrant concern for contamination, mislabeling, and varying quality and consistency, circumstances which have led to serious illness and death.^{1,9,13,14}

People who use kratom frequently can develop tolerance, dependence, and cravings, suggesting the potential for kratom use disorder. However, most users do not report social or functional impairment, a necessary component of a substance use disorder diagnosis.^{12,15} People who use kratom are more likely to have more severe symptoms of SUD related to other substances, but this does not imply that kratom *causes* this. Instead, it may be that people with severe SUD are more likely to use kratom, and thus are trying to stop the use of another, often illicit, substance.^{16,17} A small study showed regular kratom use did not significantly alter health measures, including blood chemistry, organ function, and vital signs of users over time.¹⁸

Less is known about 7-OH morbidity and mortality, but emerging pharmacological data suggests that it is more potent than kratom and mitragynine, and appears to have properties more similar to a pure opioid, including respiratory depression, thereby increasing overdose risk.¹⁹

Recommendations

More information is needed to better understand kratom’s impact. We make the following recommendations based on what is currently known:

- Individuals should carefully weigh the risks before deciding to use kratom and related products such as 7-OH and consider other approaches to manage emotional or physical pain, substance use disorders,, and opioid withdrawal. Buprenorphine and methadone are highly effective in treating opioid use disorder, and access is expanding rapidly in WA State.
- Health care providers and SUD treatment providers should be aware of kratom's popularity and potential effects, risks, and medication interactions. Recent reviews of the clinical pharmacology of kratom are available.²⁰ Ask patients about all substances they use, including kratom, in a supportive and non-judgmental way to encourage open conversations. Talk with patients about how kratom may, or may not, fit into their recovery and/or harm reduction goals and strategies.
- Kratom offers potential benefits to relieve pain, improve mood, and manage SUD symptoms, but its effects and safety profile are not fully understood. Reports from WA State data and local health care professionals suggest kratom use is relatively low and primarily for managing opioid withdrawal symptoms. Some cases of kratom dependency and use disorder have been observed. The number of overdose deaths involving kratom has increased but remain low and rarely involve only kratom. Despite its therapeutic potential, concerns about safety call for a cautious approach.
- 7-OH is an emerging drug that appears to pose a higher risk for overdose and use disorder than kratom.

References

1. Hartley, C., Bulloch, M., & Penzak, S. R. (2022). Clinical Pharmacology of the Dietary Supplement Kratom (*Mitragyna speciosa*). *Journal of Clinical Pharmacology*, 62(5), 577–593. <https://doi.org/10.1002/jcph.2001>
2. Smith, K. (2022). Dr. Kirsten Smith - Kratom. In *The Addiction Psychologist*. <https://podcasts.apple.com/mx/podcast/dr-kirsten-smith-kratom/id1517074983?i=1000565426508>
3. U.S. Food and Drug Administration *7-Hydroxymitragynine (7-OH): An Assessment of the Scientific Data and Toxicological Concerns Around an Emerging Opioid Threat* accessed August 11, 2025 <https://www.fda.gov/media/187899/download?attachment>
4. U.S. Food and Drug Administration. (2024, January 16). FDA and kratom. <https://www.fda.gov/news-events/public-health-focus/fda-and-kratom>
5. Henningfield, J. E., Grundmann, O., Garcia-Romeu, A., & Swogger, M. T. (2022). We need better estimates of kratom use prevalence. *American Journal of Preventive Medicine*, 62(1), 132–133. <https://doi.org/10.1016/j.amepre.2021.07.022>
6. Addictions, Drug & Alcohol Institute, University of Washington. (n.d.). Drug-caused deaths across Washington State. https://adai.uw.edu/wadata/major_drug_deaths.htm
7. Addictions, Drug & Alcohol Institute, University of Washington. (n.d.). Heroin and fentanyl in Washington state https://adai.uw.edu/wadata/heroin_versus_fentanyl.htm
8. How the Tampa Bay Times investigated the kratom industry. (2023, Dec. 7). *Tampa Bay Times*. <https://www.tampabay.com/investigations/2023/12/07/deadly-dose-kratom-industry-tampa-bay-times-investigation/>
9. National Institute on Drug Abuse. (n.d.). Kratom. <https://nida.nih.gov/research-topics/kratom#legal>
10. Prevete, E., Kuypers, K. P. C., Theunissen, E. L., Esposito, G., Ramaekers, J. G., Pasquini, M., & Corazza, O. (2023). Clinical implications of kratom (*Mitragyna speciosa*) use: a literature review. *Current Addiction Reports*, 10(2), 317–334. <https://doi.org/10.1007/s40429-023-00478-3>
11. Prozialeck, W. C., Avery, B. A., Boyer, E. W., Grundmann, O., Henningfield, J. E., Kruegel, A. C., McMahon, L. R., McCurdy, C. R., Swogger, M. T., Veltri, C. A., & Singh, D. (2019). Kratom policy: The challenge of balancing therapeutic potential with public safety. *International Journal on Drug Policy*, 70, 70–77. <https://doi.org/10.1016/j.drugpo.2019.05.003>
12. Smith, K. E., Panlilio, L. V., Feldman, J. D., Grundmann, O., Dunn, K. E., McCurdy, C. R., Garcia-Romeu, A., & Epstein, D. H. (2024). Ecological momentary assessment of self-reported kratom use, effects, and motivations among US adults. *JAMA Network Open*, 7(1), e2353401. <https://doi.org/10.1001/jamanetworkopen.2023.53401>
13. Haden, P. (2023, July 8). Herbal supplement kratom targeted by lawsuits after a string of deaths. *NPR*. <https://www.npr.org/2023/07/08/1186514144/kratom-herbal-supplement-lawsuits-deaths-fda>
14. Krantz, M. J., Rudo, T. J., Haigney, M. C. P., Stockbridge, N., Kleiman, R. B., Klein, M., & Kao, D. P. (2023). Ventricular arrhythmias associated with over-the-counter and recreational opioids. *Journal of the American College of Cardiology*, 81(23), 2258–2268. <https://doi.org/10.1016/j.jacc.2023.04.009>
15. Smith, K. E., Dunn, K. E., Rogers, J. M., Garcia-Romeu, A., Strickland, J. C., & Epstein, D. H. (2022). Assessment of kratom use disorder and withdrawal among an online sample of US adults. *Journal of Addiction Medicine*, 16(6), 666–670. <https://doi.org/10.1097/ADM.0000000000000986>
16. Grundmann, O., Babin, J. K., Henningfield, J. E., Garcia-Romeu, A., Kruegel, A. C., Prozialeck, W. C., Raffa, R. B., Singh, D., & Smith, K. E. (2020). Kratom use in the United States: a diverse and complex profile. *Addiction*, 116(1), 202–203. <https://doi.org/10.1111/add.15173>

17. Schimmel, J., Amioka, E., Rockhill, K., Haynes, C. M., Black, J. C., Dart, R. C., & Iwanicki, J. L. (2021). Prevalence and description of kratom (*Mitragyna speciosa*) use in the United States: a cross-sectional study. *Addiction*, 116(1), 176-181. <https://doi.org/10.1111/add.15082>
18. Ramachandram, D. S., Chia Siang, K., & R, R. (2023). Comparison of biochemical and safety parameters of regular kratom (*Mitragyna speciosa* Korth.) users at two different time periods. *Journal of Substance Use*, 28(1), 20–25. <https://doi.org/10.1080/14659891.2021.1999513>
19. Zuarth Gonzalez JD, Ragsdale AK, Mukhopadhyay S, McCurdy CR, McMahan LR, Obeng S, Wilkerson JL. *Mitragynine and 7-Hydroxymitragynine: Bidirectional Effects on Breathing in Rats*. bioRxiv [Preprint]. 2025 May 21:2025.05.16.654392. doi: 10.1101/2025.05.16.654392. PMID: 40475626; PMCID: PMC12140000.
20. McCurdy, C. R., Sharma, A., Smith, K. E., Veltri, C. A., Weiss, S. T., White, C. M., & Grundmann, O. (2024). An update on the clinical pharmacology of kratom: uses, abuse potential, and future considerations. *Expert Review of Clinical Pharmacology*, 17(2), 131–142. <https://doi.org/10.1080/17512433.2024.2305798>

Citation: Sladky M, Banta-Green C. Kratom: What do we know about its use, safety, and overdose risk? Seattle, WA: Addictions, Drug & Alcohol Institute, Department of Psychiatry & Behavioral Sciences, School of Medicine, University of Washington, August 2025. URL: <https://adai.uw.edu/download/9310/>

This report was produced with support from the Washington State Health Care Authority, Division of Behavioral Health and Recovery (DBHR), however they are not responsible for the content This report is for educational purposes only and should not be considered medical advice.

From: [Spokane Harm Reduction Coalition](#)
To: [Clerks - City of Spokane](#)
Subject: Fwd: Public Testimony for Ordinance C36820 - PLEASE ADD TO PACKET
Date: Monday, January 19, 2026 9:23:58 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

"Please include the email below in the legislative packet. We are demanding a procedural pause."

----- Forwarded message -----

From: **Spokane Harm Reduction Coalition** <info@spokaneharmreduction.org>
Date: Mon, Jan 19, 2026 at 9:13 AM
Subject: FORMAL REQUEST: Halt Vote on C36820 pending Equity Impact Assessment
To: <bwilkerson@spokanecity.org>, <citycouncil@spokanecity.org>
Cc: <jhaynes@spokanecity.org>, <ocrei@spokanecity.org>, <cityattorneyinfo@spokanecity.org>

Council President Wilkerson and Members of Council-

We are formally requesting that the vote on Ordinance C36820 be tabled immediately because the City has failed to conduct a required Equity Impact Assessment regarding the "Disparate Impact" of this ban on protected classes.

This Ordinance bans a botanical tool used by thousands for pain management and harm reduction. While wealthier residents with vehicles can simply drive to the next city over to purchase this product, disabled residents and low-income residents without vehicles cannot.

By passing this ban without a mitigation plan, the City is effectively creating a "Health Access Desert" that penalizes residents based on their mobility status and economic status. As per the City's commitment to Equity, you cannot pass legislation that disproportionately burdens vulnerable populations without first studying those impacts.

We demand the vote be paused until a full Equity Impact Assessment is conducted to determine how the City plans to ensure equal access for disabled residents who rely on this natural alternative.

Signed,

Members of the Spokane Harm Reduction Coalition

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

6/10/2025

Clerk's File #

ORD C36738

Cross Ref #**Project #****Council Meeting Date:** 10/06/2025**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

CHRIS WRIGHT 625-6210

Requisition #**Contact E-Mail**

CWRIGHT@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

BWILKERSON ZZAPPONE

Sponsoring at Administrators Request

NO

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

ORDINANCE AMENDING COUNCIL MEETING DAY

Agenda Wording

An ordinance changing the day of regular meetings of the Spokane City Council and amending section 02.01.010 of the Spokane Municipal Code, and setting an effective date.

Summary (Background)

Pursuant to Section 10 of the City Charter, the City Council designates the time and place of its regular weekly meetings by ordinance. Regular council meetings have been held on Mondays of each week since at least 1960. On December 9, 2024, the City Council adopted Resolution 2024-0119 which, in addition to adopting council rules for the year 2025, also stated the council's intent to consider changing the regular meeting date starting in year 2026 and recognizing such a change should not occur without ample opportunity for public input. The ordinance currently leaves the meeting day blank and allows for council discussion and amendment prior to adoption of the ordinance.

What impacts would the proposal have on historically excluded communities?

None identified, although it is believed that moving the regular council meeting day will be in the best interests of city employees, council members and their staff, and the citizens of Spokane, including historically excluded communities.

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

See response above. The council expects that, if approved, the ordinance will generate considerable community conversation after its adoption and during its implementation in year 2026. That community input will inform council decision whether to continue with a new regular meeting day.

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

See response above.

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

Section 10 of the City Charter provides that the city council establishes its regular meeting days.

Council Subcommittee Review

None

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Select \$	#
Funding Source	N/A
Funding Source Type	Select
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	Additional Approvals
<u>Dept Head</u>	
<u>Division Director</u>	
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	
Distribution List	

ORDINANCE NO. C36738

An ordinance changing the day of regular meetings of the Spokane City Council and amending section 02.01.010 of the Spokane Municipal Code, and setting an effective date.

WHEREAS, pursuant to Section 9.B of the City Charter, the City Council is authorized to adopt its own rules of procedures; and

WHEREAS, pursuant to Section 10 of the City Charter, the City Council designates the time and place of its regular weekly meetings by ordinance; and

WHEREAS, regular council meetings have been held on Mondays of each week since at least 1960; and

WHEREAS, in Resolution 2024-0119, adopted on December 9, 2024, the City Council recognized there was merit in moving regular council meetings from Monday night, but also expressed its view that such a significant change should not occur without ample opportunity for public input; and

WHEREAS, in Resolution 2024-0119 the City Council further stated that implementing any change in council meeting days should be scheduled for 2026, after sufficient planning to ensure the transition from Monday nights is smooth and accompanied by corresponding changes to the Spokane Municipal Code; and

WHEREAS, the City Council has reviewed the relative merits of moving council meeting days, and finds that moving the regular meeting day to **[[_____]]** of each week will be in the best interests of city employees, council members and their staff, and the citizens of Spokane;

NOW, THEREFORE, the City of Spokane does hereby ordain as follows:

Section 1. Section 02.01.010 of the Spokane Municipal Code is amended as follows:

Section 02.01.010_Time & Place

- A. Regular legislative meetings of the City Council shall be held at three-thirty p.m. on ~~((Monday))~~ **[[_____]]** each week in the City Council Chambers located in the lower level of City Hall at 808 West Spokane Falls Boulevard. When a ~~((Monday))~~ **[[_____]]** is a legal holiday according to City ordinance, then

the meeting may be held on the next succeeding day which is not a City holiday, or may be cancelled at the discretion of the Council President.

- B. The regular legislative meeting shall consist of an agenda review followed by an executive session, if necessary, followed by a recess until six p.m., followed by a legislative and hearings session.
- C. The City Council may hold a study session(s) intended to provide the Council with background information and briefing from the Mayor or the Mayor's designee and selected other persons regarding forthcoming agenda matters or other items as necessary, when proper notice of the meetings has been given.
- D. An executive session may be called at any time during a regular or special meeting of the City Council as provided in RCW 42.30.110.
- E. The City Council may conduct a regular City Council meeting as a "town hall" meeting, which shall be cablecast on Channel 5 or online through the City of Spokane website and may be held outside of the regular meeting location at City Hall. Legislative business may be minimized or suspended during town hall meetings.

Section 2. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 3. Effective Date. This ordinance shall go into effect on January 1, 2026 or the effective date set by Section 19 of the City Charter, whichever is later.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

ORD C36738 (WILKERSON KLITZKE AMENDMENT) (01-22-26)

PURPOSE OF AMENDMENT: If adopted this amendment (1) revises the recitals to reflect the change in the meeting day for the legislative session, (2) makes corresponding changes to Section 1 that amends Section 02.01.010 SMC; and (3) changes the effective date to June 1, 2026.

Strike the entirety of the ordinance and substitute the following in its place:

ORDINANCE NO. C36738

An ordinance changing the day of regular meetings of the Spokane City Council and amending section 02.01.010 of the Spokane Municipal Code, and setting an effective date of June 1, 2026.

WHEREAS, pursuant to Section 9.B of the City Charter, the City Council is authorized to adopt its own rules of procedures; and

WHEREAS, pursuant to Section 10 of the City Charter, the City Council designates the time and place of its regular weekly meetings by ordinance; and

WHEREAS, regular council meetings have been held on Mondays of each week since at least 1960; and

WHEREAS, in Resolution 2024-0119, adopted on December 9, 2024, the City Council recognized there was merit in moving regular council meetings from Monday night, but also expressed its view that such a significant change should not occur without ample opportunity for public input; and

WHEREAS, in Resolution 2024-0119 the City Council further stated that implementing any change in council meeting days should be scheduled for 2026, after sufficient planning to ensure the transition from Monday nights is smooth and accompanied by corresponding changes to the Spokane Municipal Code; and

WHEREAS, the City Council has reviewed the relative merits of moving council meeting days, and finds that moving the regular legislative meeting day to Tuesday evenings is in the best interests of city employees, council members and their staff, and the citizens of Spokane; and

WHEREAS, the City Council finds that retaining the current schedule for committee meetings and agenda review sessions, combined with the change of day for

the legislative session to Tuesday evenings, will allow more time for council action at agenda review session to be reflected in council agendas;

NOW, THEREFORE, the City of Spokane does hereby ordain as follows:

Section 1. Section 02.01.010 of the Spokane Municipal Code is amended as follows:

Section 02.01.010_Time & Place

- A. Regular legislative meetings of the City Council shall be held at ~~((three-thirty))~~ six o'clock p.m. on ~~((Monday))~~ Tuesday each week in the City Council Chambers located in the lower level of City Hall at 808 West Spokane Falls Boulevard. When a ~~((Monday))~~ Tuesday is a legal holiday according to City ordinance, then the meeting may be held on the next succeeding day which is not a City holiday, or may be cancelled at the discretion of the Council President.
- B. ~~((The regular legislative meeting shall consist of an agenda review followed by an executive session, if necessary, followed by a recess until six p.m., followed by a legislative and hearings session)).~~ In addition to the regular legislative meeting, the City Council shall hold a session titled "agenda review," to consider amendments, deferrals and other changes to published council agendas for the following weeks. Agenda review shall begin at three-thirty (3:30) p.m. each Monday or may be cancelled at the discretion of the Council President to accommodate City holidays.
- C. The City Council may hold a study session(s) intended to provide the Council with background information and briefing from the Mayor or the Mayor's designee and selected other persons regarding forthcoming agenda matters or other items as necessary, when proper notice of the meetings has been given.
- D. An executive session may be called at any time during a regular or special meeting, committee meeting, or agenda review session of the City Council as provided in RCW 42.30.110.
- E. The City Council may conduct a regular City Council meeting as a "town hall" meeting, which shall be cablecast on Channel 5 or online through the City of Spokane website and may be held outside of the regular meeting location at City Hall. Legislative business may be minimized or suspended during town hall meetings.

Section 2. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 3. Effective Date. This ordinance shall go into effect on June 1, 2026 or the effective date set by Section 19 of the City Charter, whichever is later.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 01/12/2026**Committee Agenda type:** Consent**Council Meeting Date:** 02/02/2026**Date Rec'd** 1/6/2026**Clerk's File #** ORD C36842**Cross Ref #****Project #****Submitting Dept** INTEGRATED CAPITAL **Bid #****Contact Name/Phone** NATE SULYA 625-6988 **Requisition #****Contact E-Mail** NSULYA@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** AMENDING 2026 TRANSPORTATION IMPACT FEE SCHEDULE**Agenda Wording**

Amending Ordinance C36781 - 2026 Transportation Impact Fee Schedule, to correct minor clerical errors.

Summary (Background)

Correcting minor clerical errors to the previously published traffic impact fees - 17D.075.080 Appendix A

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? N/A			
Total Cost	\$ 0.00		
Current Year Cost	\$ 0.00		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
N/A			
Amount			
Budget Account			
Neutral	\$	#	
Select	\$	#	
Funding Source N/A			
Funding Source Type Select			
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence N/A			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	PICANCO, KEVIN		
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List		tax&licenses@spokanecity.org	
icmaccounting@spokanecity.org		eraea@spokanecity.org	
nsulya@spokanecity.org			

ORDINANCE NO. C36842

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



2026 Downtown District Transportation Impact Fee Schedule

Effective January 1st, 2026

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	\$249.65
Single Family Attached (duplex, townhouse)	215	dwelling	\$151.39
Multi-Family 1-2 level	220	dwelling	\$135.45
Multi-Family 3-10 level	221	dwelling	\$103.58
ADU	-	dwelling	\$103.58
Multi Family Low-Income (1-2 level)	223	dwelling	\$122.17
Assisted Living	254	bed	\$50.67
Continuing Care Retirement Comm	255	dwelling	\$40.11
Nursing Home	620	bed	\$29.56
Commercial – Services			
Hotel (3 Levels or More)	310	room	\$178.13
Hotel/Motel	320	room	\$141.90
Movie Theater	444	sq ft/GFA	\$0.51
Health Club	492	sq ft/GFA	\$0.62
Day Care	565	sq ft/GFA	\$1.26
Bank	912	sq ft/GFA	\$1.38
Commercial – Institutional			
Elementary School	520	sq ft/GFA	\$0.14
Middle School	522	sq ft/GFA	\$0.10
High School	530	sq ft/GFA	\$0.11
University/College	550	ASF	\$0.15
Religious Institute	560	sq ft/GFA	\$0.12
Library	590	sq ft/GFA	\$0.83
Hospital	610	sq ft/GFA	\$0.28
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$1.16
General Office	710	sq ft/GFA	\$0.40
Medical Office / Clinic	720	sq ft/GFA	\$0.88
Office Park	750	sq ft/GFA	\$0.39

BASE RATE PER PM TRIP		(\$277) \$227	
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	\$0.41
Specialty Retail Center	826	sq ft/GLA	\$0.24
Hardware/Paint Store	816	sq ft/GFA	\$0.42
Nursery/Garden Center	817	sq ft/GFA	\$0.77
Shopping Center	820	sq ft/GLA	\$0.35
Car Sales - New/Used	841	sq ft/GFA	(\$0.525) \$0.52
Tire Store	848	Service bay	\$462.86
Supermarket	850	sq ft/GFA	\$0.90
Convenience Market	851	sq ft/GFA	\$2.05
Pharmacy	881	sq ft/GFA	\$0.64
Furniture Store	890	sq ft/GFA	\$0.03
Quick Lubrication Vehicle Shop	941	Service Bay	\$754.00
Auto Parts & Service Center	943	sq ft/GFA	\$0.57
Service Station/Minimart/Carwash	853	VFP	\$779.20
Industrial			
Light Industry/High Technology	110	sq ft/GFA	\$0.33
Heavy Industrial	120	sq ft/GFA	\$0.23
Industrial Park	132	sq ft/GFA	(\$1.01) \$0.29
Manufacturing	140	sq ft/GFA	(\$1.67) \$0.25
Warehousing	150	sq ft/GFA	(\$2.48) \$0.11
Mini-Storage	151	sq ft/GFA	(\$0.97) \$0.06
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$1.03
Quality Restaurant	931	sq ft/GFA	\$0.99
High Turnover Restaurant	932	sq ft/GFA	\$1.01
Fast Casual	-	sq ft/GFA	\$1.67
Fast Food Restaurant	934	sq ft/GFA	\$2.48
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$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).



2026 Northwest District Transportation Impact Fee Schedule

Effective January 1st, 2026

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	\$913.93
Single Family Attached (duplex, townhouse)	215	dwelling	\$554.19
Multi-Family 1-2 level	220	dwelling	\$495.86
Multi-Family 3-10 level	221	dwelling	\$379.19
ADU	-	dwelling	\$379.19
Multi Family Low-Income (1-2 level)	223	dwelling	\$447.24
Assisted Living	254	bed	\$185.48
Continuing Care Retirement Comm	255	dwelling	\$146.84
Nursing Home	620	bed	\$108.20
Commercial - Services			
Hotel (3 Levels or More)	310	room	\$652.09
Hotel/Motel	320	room	\$519.46
Movie Theater	444	sq ft/GFA	\$1.88
Health Club	492	sq ft/GFA	\$2.27
Day Care	565	sq ft/GFA	\$4.61
Bank	912	sq ft/GFA	\$5.05
Commercial - Institutional			
Elementary School	520	sq ft/GFA	\$0.51
Middle School	522	sq ft/GFA	\$0.35
High School	530	sq ft/GFA	\$0.42
University/College	550	ASF	\$0.55
Religious Institute	560	sq ft/GFA	\$0.46
Library	590	sq ft/GFA	\$3.05
Hospital	610	sq ft/GFA	\$1.03
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$4.24
General Office	710	sq ft/GFA	\$1.45
Medical Office / Clinic	720	sq ft/GFA	\$3.20
Office Park	750	sq ft/GFA	\$1.44

BASE RATE PER PM TRIP		\$831	
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	\$1.52
Specialty Retail Center	826	sq ft/GLA	\$0.87
Hardware/Paint Store	816	sq ft/GFA	\$1.55
Nursery/Garden Center	817	sq ft/GFA	\$2.83
Shopping Center	820	sq ft/GLA	\$1.29
Car Sales - New/Used	841	sq ft/GFA	\$1.92
Tire Store	848	Service bay	\$1,694.44
Supermarket	850	sq ft/GFA	\$3.31
Convenience Market	851	sq ft/GFA	\$7.49
Pharmacy	881	sq ft/GFA	\$2.35
Furniture Store	890	sq ft/GFA	\$0.13
Quick Lubrication Vehicle Shop	941	Service Bay	\$2,760.25
Auto Parts & Service Center	943	sq ft/GFA	\$2.08
Service Station/Minimart/Carwash	853	VFP	\$2,852.49
Industrial			
Light Industry/High Technology	110	sq ft/GFA	\$1.21
Heavy Industrial	120	sq ft/GFA	\$0.85
Industrial Park	132	sq ft/GFA	\$1.06
Manufacturing	140	sq ft/GFA	\$0.91
Warehousing	150	sq ft/GFA	\$0.40
Mini-Storage	151	sq ft/GFA	\$0.21
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$3.79
Quality Restaurant	931	sq ft/GFA	\$3.64
High Turnover Restaurant	932	sq ft/GFA	\$3.68
Fast Casual	-	sq ft/GFA	\$6.13
Fast Food Restaurant	934	sq ft/GFA	\$9.09
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$3.56

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).



2026 South District Transportation Impact Fee Schedule

Effective January 1st, 2026

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	\$3,093.74
Single Family Attached (duplex, townhouse)	215	dwelling	\$1,875.99
Multi-Family 1-2 level	220	dwelling	\$1,678.52
Multi-Family 3-10 level	221	dwelling	\$1,283.57
ADU	-	dwelling	\$1,283.57
Multi Family Low-Income (1-2 level)	223	dwelling	\$1,513.96
Assisted Living	254	bed	\$627.86
Continuing Care Retirement Comm	255	dwelling	\$497.06
Nursing Home	620	bed	\$366.25
Commercial - Services			
Hotel (3 Levels or More)	310	room	\$2,207.36
Hotel/Motel	320	room	\$1,758.41
Movie Theater	444	sq ft/GFA	\$6.37
Health Club	492	sq ft/GFA	\$7.67
Day Care	565	sq ft/GFA	\$15.62
Bank	912	sq ft/GFA	\$17.09
Commercial - Institutional			
Elementary School	520	sq ft/GFA	\$1.72
Middle School	522	sq ft/GFA	\$1.19
High School	530	sq ft/GFA	\$1.42
University/College	550	ASF	\$1.88
Religious Institute	560	sq ft/GFA	\$1.55
Library	590	sq ft/GFA	\$10.32
Hospital	610	sq ft/GFA	\$3.50
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$14.34
General Office	710	sq ft/GFA	\$4.90
Medical Office / Clinic	720	sq ft/GFA	\$10.85
Office Park	750	sq ft/GFA	\$4.87

BASE RATE PER PM TRIP (\$2,703) \$2,813			
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	\$5.14
Specialty Retail Center	826	sq ft/GLA	\$2.93
Hardware/Paint Store	816	sq ft/GFA	\$5.24
Nursery/Garden Center	817	sq ft/GFA	\$9.57
Shopping Center	820	sq ft/GLA	\$4.38
Car Sales - New/Used	841	sq ft/GFA	\$6.49
Tire Store	848	Service bay	\$5,735.82
Supermarket	850	sq ft/GFA	\$11.20
Convenience Market	851	sq ft/GFA	\$25.36
Pharmacy	881	sq ft/GFA	\$7.94
Furniture Store	890	sq ft/GFA	\$0.43
Quick Lubrication Vehicle Shop	941	Service Bay	\$9,343.66
Auto Parts & Service Center	943	sq ft/GFA	\$7.03
Service Station/Minimart/Carwash	853	VFP	\$9,655.90
Industrial			
Light Industry/High Technology	110	sq ft/GFA	\$4.09
Heavy Industrial	120	sq ft/GFA	\$2.87
Industrial Park	132	sq ft/GFA	\$3.59
Manufacturing	140	sq ft/GFA	\$3.08
Warehousing	150	sq ft/GFA	\$1.35
Mini-Storage	151	sq ft/GFA	\$0.69
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$12.82
Quality Restaurant	931	sq ft/GFA	\$12.33
High Turnover Restaurant	932	sq ft/GFA	\$12.47
Fast Casual	-	sq ft/GFA	\$20.75
Fast Food Restaurant	934	sq ft/GFA	\$30.77
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$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).



2026 Northeast District Transportation Impact Fee Schedule

Effective January 1st, 2026

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	\$763.26
Single Family Attached (duplex, townhouse)	215	dwelling	\$462.83
Multi-Family 1-2 level	220	dwelling	\$414.11
Multi-Family 3-10 level	221	dwelling	\$316.67
ADU	-	dwelling	\$316.67
Multi Family Low-Income (1-2 level	223	dwelling	\$373.51
Assisted Living	254	bed	\$154.90
Continuing Care Retirement Comm	255	dwelling	\$122.63
Nursing Home	620	bed	\$90.36
Commercial - Services			
Hotel (3 Levels or More)	310	room	\$544.58
Hotel/Motel	320	room	\$433.82
Movie Theater	444	sq ft/GFA	\$1.57
Health Club	492	sq ft/GFA	\$1.89
Day Care	565	sq ft/GFA	\$3.85
Bank	912	sq ft/GFA	\$4.22
Commercial - Institutional			
Elementary School	520	sq ft/GFA	\$0.42
Middle School	522	sq ft/GFA	\$0.29
High School	530	sq ft/GFA	\$0.35
University/College	550	ASF	\$0.46
Religious Institute	560	sq ft/GFA	\$0.38
Library	590	sq ft/GFA	\$2.55
Hospital	610	sq ft/GFA	\$0.86
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$3.54
General Office	710	sq ft/GFA	\$1.21
Medical Office / Clinic	720	sq ft/GFA	\$2.68
Office Park	750	sq ft/GFA	\$1.20

BASE RATE PER PM TRIP		\$694	
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	\$1.27
Specialty Retail Center	826	sq ft/GLA	\$0.72
Hardware/Paint Store	816	sq ft/GFA	\$1.29
Nursery/Garden Center	817	sq ft/GFA	\$2.36
Shopping Center	820	sq ft/GLA	\$1.08
Car Sales - New/Used	841	sq ft/GFA	\$1.60
Tire Store	848	Service bay	\$1,415.09
Supermarket	850	sq ft/GFA	\$2.76
Convenience Market	851	sq ft/GFA	\$6.26
Pharmacy	881	sq ft/GFA	\$1.96
Furniture Store	890	sq ft/GFA	\$0.11
Quick Lubrication Vehicle Shop	941	Service Bay	\$2,305.19
Auto Parts & Service Center	943	sq ft/GFA	\$1.73
Service Station/Minimart/Carwash	853	VFP	\$2,382.22
Industrial			
Light Industry/High Technology	110	sq ft/GFA	\$1.01
Heavy Industrial	120	sq ft/GFA	\$0.71
Industrial Park	132	sq ft/GFA	\$0.88
Manufacturing	140	sq ft/GFA	\$0.76
Warehousing	150	sq ft/GFA	\$0.33
Mini-Storage	151	sq ft/GFA	\$0.17
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$3.16
Quality Restaurant	931	sq ft/GFA	\$3.04
High Turnover Restaurant	932	sq ft/GFA	\$3.08
Fast Casual	-	sq ft/GFA	\$5.12
Fast Food Restaurant	934	sq ft/GFA	\$7.59
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$2.97

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. Clunkerdagger, 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).



2026 West Plains District Transportation Impact Fee Schedule

Effective January 1st, 2026

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	\$4,451.99
Single Family Attached (duplex, townhouse)	215	dwelling	\$2,699.61
Multi-Family 1-2 level	220	dwelling	\$2,415.44
Multi-Family 3-10 level	221	dwelling	\$1,847.10
ADU	-	dwelling	\$1,847.10
Multi Family Low-Income (1-2 level)	223	dwelling	\$2,178.63
Assisted Living	254	bed	\$903.51
Continuing Care Retirement Comm	255	dwelling	\$715.28
Nursing Home	620	bed	\$527.05
Commercial - Services			
Hotel (3 Levels or More)	310	room	\$3,176.47
Hotel/Motel	320	room	\$2,530.40
Movie Theater	444	sq ft/GFA	\$9.16
Health Club	492	sq ft/GFA	\$11.04
Day Care	565	sq ft/GFA	\$22.48
Bank	912	sq ft/GFA	\$24.59
Commercial - Institutional			
Elementary School	520	sq ft/GFA	\$2.47
Middle School	522	sq ft/GFA	\$1.71
High School	530	sq ft/GFA	\$2.04
University/College	550	ASF	\$2.70
Religious Institute	560	sq ft/GFA	\$2.23
Library	590	sq ft/GFA	\$14.85
Hospital	610	sq ft/GFA	\$5.03
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$20.64
General Office	710	sq ft/GFA	\$7.06
Medical Office / Clinic	720	sq ft/GFA	\$15.61
Office Park	750	sq ft/GFA	\$7.01

BASE RATE PER PM TRIP		\$4,048	
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	\$7.40
Specialty Retail Center	826	sq ft/GLA	\$4.22
Hardware/Paint Store	816	sq ft/GFA	\$7.54
Nursery/Garden Center	817	sq ft/GFA	\$13.77
Shopping Center	820	sq ft/GLA	\$6.31
Car Sales - New/Used	841	sq ft/GFA	\$9.33
Tire Store	848	Service bay	\$8,254.03
Supermarket	850	sq ft/GFA	\$16.12
Convenience Market	851	sq ft/GFA	\$36.49
Pharmacy	881	sq ft/GFA	\$11.43
Furniture Store	890	sq ft/GFA	\$0.62
Quick Lubrication Vehicle Shop	941	Service Bay	\$13,445.84
Auto Parts & Service Center	943	sq ft/GFA	\$10.11
Service Station/Minimart/Carwash	853	VFP	\$13,895.16
Industrial			
Light Industry/High Technology	110	sq ft/GFA	\$5.89
Heavy Industrial	120	sq ft/GFA	\$4.13
Industrial Park	132	sq ft/GFA	\$5.16
Manufacturing	140	sq ft/GFA	\$4.43
Warehousing	150	sq ft/GFA	\$1.94
Mini-Storage	151	sq ft/GFA	\$1.00
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$18.45
Quality Restaurant	931	sq ft/GFA	\$17.74
High Turnover Restaurant	932	sq ft/GFA	\$17.94
Fast Casual	-	sq ft/GFA	\$29.86
Fast Food Restaurant	934	sq ft/GFA	\$44.28
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$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.

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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).



2026 Latah District Transportation Impact Fee Schedule

Effective January 1st, 2026

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	\$7,873.47
Single Family Attached (duplex, townhouse)	215	dwelling	\$4,774.34
Multi-Family 1-2 level	220	dwelling	\$4,271.78
Multi-Family 3-10 level	221	dwelling	\$3,266.65
ADU	-	dwelling	\$3,266.65
Multi Family Low-Income (1-2 level)	223	dwelling	\$3,852.97
Assisted Living	254	bed	\$1,597.89
Continuing Care Retirement Comm	255	dwelling	\$1,265.00
Nursing Home	620	bed	\$932.10
Commercial - Services			
Hotel (3 Levels or More)	310	room	\$5,617.67
Hotel/Motel	320	room	\$4,475.09
Movie Theater	444	sq ft/GFA	\$16.21
Health Club	492	sq ft/GFA	\$19.52
Day Care	565	sq ft/GFA	\$39.75
Bank	912	sq ft/GFA	\$43.49
Commercial - Institutional			
Elementary School	520	sq ft/GFA	\$4.36
Middle School	522	sq ft/GFA	\$3.02
High School	530	sq ft/GFA	\$3.61
University/College	550	ASF	\$4.78
Religious Institute	560	sq ft/GFA	\$3.94
Library	590	sq ft/GFA	\$26.26
Hospital	610	sq ft/GFA	\$8.89
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$36.49
General Office	710	sq ft/GFA	\$12.48
Medical Office / Clinic	720	sq ft/GFA	\$27.60
Office Park	750	sq ft/GFA	\$12.40

BASE RATE PER PM TRIP		\$7,159	
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	\$13.08
Specialty Retail Center	826	sq ft/GLA	\$7.47
Hardware/Paint Store	816	sq ft/GFA	\$13.34
Nursery/Garden Center	817	sq ft/GFA	\$24.34
Shopping Center	820	sq ft/GLA	\$11.16
Car Sales - New/Used	841	sq ft/GFA	\$16.51
Tire Store	848	Service bay	\$14,597.49
Supermarket	850	sq ft/GFA	\$28.50
Convenience Market	851	sq ft/GFA	\$64.53
Pharmacy	881	sq ft/GFA	\$20.22
Furniture Store	890	sq ft/GFA	\$1.10
Quick Lubrication Vehicle Shop	941	Service Bay	\$23,779.33
Auto Parts & Service Center	943	sq ft/GFA	\$17.88
Service Station/Minimart/Carwash	853	VFP	\$24,573.98
Industrial			
Light Industry/High Technology	110	sq ft/GFA	\$10.42
Heavy Industrial	120	sq ft/GFA	\$7.30
Industrial Park	132	sq ft/GFA	\$9.13
Manufacturing	140	sq ft/GFA	\$7.84
Warehousing	150	sq ft/GFA	\$3.44
Mini-Storage	151	sq ft/GFA	\$1.77
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$32.64
Quality Restaurant	931	sq ft/GFA	\$31.37
High Turnover Restaurant	932	sq ft/GFA	\$31.73
Fast Casual	-	sq ft/GFA	\$52.81
Fast Food Restaurant	934	sq ft/GFA	\$78.30
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$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)

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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).

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 01/15/2026**Committee Agenda type:** Discussion**Date Rec'd**

12/29/2025

Clerk's File #

ORD C36828

Cross Ref #**Project #****Council Meeting Date:** 02/02/2026**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

PAUL DILLON 625-6254

Requisition #**Contact E-Mail**

PDILLON@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

PDILLON KTELIS

Sponsoring at Administrators Request

NO

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

ORDINANCE RELATING TO GOOD NEIGHBOR AGREEMENTS

Agenda Wording

An ordinance modifying the terms of good neighbor agreements and amending Section 12.05.005 of the Spokane Municipal Code.

Summary (Background)

This ordinance will modify the required terms of good neighbor agreements. When establishing a good neighbor communication team, property owners shall be a part of the team. Also included is a representative of the neighborhood council where the proposed facility will be located. The ordinance also adds a provision to prioritize enforcement of camping restrictions.

What impacts would the proposal have on historically excluded communities?

This proposal would include members of the neighborhood and expand participation by other stakeholders.

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 ordinance provides for equitable participation by an increased number of interested parties.

Council Subcommittee Review

Not applicable.

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Select \$	#
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	
Dept Head	
Division Director	
Accounting Manager	BUSTOS, KIM
Legal	SCHOEDEL, ELIZABETH
For the Mayor	
Distribution List	

ORDINANCE NO C36828

An ordinance modifying the terms of good neighbor agreements and amending Section 12.05.005 of the Spokane Municipal Code.

WHEREAS, the city of Spokane values our most vulnerable community members and supports a collaborative effort to deliver services that people need in order to have a safe place to sleep; and

WHEREAS, when living facilities are operated well, and responsibilities are well defined, they have the ability to be a thriving and positive presence in the community; and

WHEREAS, a good neighbor agreement is a valuable tool to create a mutual understanding of roles and responsibilities, and it is central to have the right parties involved in creating agreement terms and guidelines for communication; and

WHEREAS, sections 12.05.062 and 12.05.063 of the Spokane Municipal Code require good neighbor agreements before siting of certain city facilities or city-funded facilities or renewed funding of such facilities; and

WHEREAS, to be effective, good neighbor agreements need the participation not only of facility operators but the owners of the property on which they are situated as well as a representative from the neighborhood where the facility will be located.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Section 12.05.005 of the Spokane Municipal Code is amended to read as follows:

- A. "Agent" means any person acting within the scope of employment by or acting on behalf of the City of Spokane including City-facility property managers.
- B. "Baby changing facility" means a table or other device suitable for changing the diaper of a child.
- C. "Employee" means any person holding a regularly compensated position of employment with the City of Spokane including elected officers.
- D. "Basic City Facility" or "Basic City Facilities" means public safety facilities, including fire and police stations; City-owned water reservoirs and other utility facilities; city-owned and city-funded facilities providing emergency shelter or transitional housing; and community centers. For purposes of this chapter, utility facilities shall not include privately constructed utility facilities, stormwater facilities and conveyance systems, or water and wastewater utility transmission and distribution

systems and related appurtenances, to include without limitation, pipe replacements and relocations; well upgrades; pump stations; lift stations, etc.

- E. “City-funded” facility with respect to an individual facility means a facility receiving \$50,000 in the aggregate in any calendar year from the City, directly or indirectly, including but not limited to the general fund expenditures, special revenue or tax funds, and grants, and including any funds for which the city is a fiscal or pass-thru agent. This term does not include any facility that provides services to domestic violence victims, as defined in RCW 70.123.020.
- F. “Emergency shelter” means a facility that provides a temporary shelter for individuals or families who are currently homeless. Emergency shelter may not require occupants to enter into a lease or an occupancy agreement. Emergency shelter facilities may include day and warming centers that do not provide overnight accommodations. This term does not include any facility that provides services to domestic violence victims, as defined in RCW 70.123.020.
- G. “Federal civil immigration enforcement operations” means an operation than has one of its objectives the identification or apprehension of a person or persons in order to investigate them for a violation of the immigration law and subject them to one or more of the following:
 - A. Civil immigration detention;
 - B. Removal proceedings; and
 - C. Removal from the United States
- H. “Good neighbor agreement” means a supplemental written agreement as part of a City contract with a provider or operator to foster communication and collaboration among parties associated with the emergency shelter or transitional housing facility, which contains the following framework:
 - 1. Establishment of a good neighbor communication team shall consist of the following stakeholders, each of whom commits to the requirements of the agreement:
 - a) Representative(s) of the operator of the emergency shelter or transitional housing facility; and
 - b) Representative(s) from the City’s Community, Housing, and Human Services (CHHS) Department; and
 - c) A representative from the City’s Office of Neighborhood Services; and
 - d) Owner of property where emergency shelter or transitional housing facility will be located; and

- e) The council chair or designee of the neighborhood council representing the geographic area where the facility is located in the neighborhood, so long as that neighborhood council designates an individual.
2. The good neighbor communication team may include any of the following, each of whom commits to the requirements of the good neighbor agreement and to the terms of the executed Good Neighbor Agreement as conditions to participation on the communications team:
- a. A resident of the emergency shelter or transitional housing subject to the Good Neighbor Agreement;
 - ~~((b. The council chair or designee of the neighborhood council representing the geographic area where the facility is located;))~~
 - ~~((e))~~ b. Property owners, residents, and tenants residing or operating a business immediately adjacent to the facility;
 - ~~((d))~~ c. The Spokane Police Chief or his/her designee;
 - ~~((e))~~ d. A member or staff employee of the City Council;
 - ~~((f))~~ e. A representative from the City's Code Enforcement and Parking Division; and
 - ~~((g))~~ f. A representative from the local school district if school-age children are expected to be served.
3. A requirement that the communication team establish and maintain regular points of contact for communications on a seven-day, 24-hour basis, including name(s), telephone number(s), electronic mail address(es) and other means of communication to address any public health and safety issues arising from the operation of the facility.
4. A designated point-of-contact ensuring a shelter availability website is updated in coordination with the Community, Housing, and Human Services (CHHS) Department.
5. A commitment of the good neighbor communication team to attend, upon reasonable advance notice and request, meetings of the neighborhood council representing the geographic area where the facility is located.
6. The executed agreement shall include specified remedies and methods of dispute resolution in the event there is a breach of the terms of the Good Neighbor Agreement.

7. The good neighbor agreement shall contain provisions for the prioritization and expedited removal of unauthorized encampments consistent with SMC 12.02.1009(C).

- I. "LEED" is a green building rating and certification system developed by the U.S. Green Building Council to evaluate environmental performance from a whole building perspective, including sites, water efficiency, energy & atmosphere, materials & resources, indoor environmental quality, locations & linkages, awareness & education, innovation in design, and regional priority.
- J. "Nonpublic" means any area of a City facility, property, or public right of way that is not generally open and accessible to the general public or for which public access is temporarily restricted, such as a permitted special event that requires express permission from the permit holder to enter, an area requiring a valid ticket for a bona fide attendee or passenger, or an area where permission to enter has been given by a City employee or an employee of a tenant in a City facility on an individual basis. Areas posted as "Restricted" in City facilities shall be considered to be non-public areas.
- K. "Transitional housing" means a project that provides housing and supportive services to homeless persons or families for up to two years and that has as its purpose facilitating the movement of homeless persons and families into independent living. The term does not include transitional housing with fewer than twenty residents.
- L. "United States Citizenship and Immigration Services" means the agency of the United States Department of Homeland Security and any successor agency charged with overseeing United States immigration laws.
- M. "United States Customs and Border Protection" means the agency of the United States Department of Homeland Security and shall include any successor federal agency charged with border enforcement.
- N. "United States Immigration and Customs Enforcement" means the agency of the United States Department of Homeland Security including Enforcement and Removal Operations and Homeland Security Investigations and shall include any successor federal agency charged with the enforcement of immigration laws.
- O. "U.S. Green Building Council" is an organization serving as the nation's foremost leaders from across the building industry working to promote buildings that are environmentally responsible, profitable, and healthy places to work and live.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of

competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 01/15/2026**Committee Agenda type:** Discussion**Date Rec'd**

1/6/2026

Clerk's File #

ORD C36829

Cross Ref #**Project #****Council Meeting Date:** 02/02/2026**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

PDILLON KKLITZKE

Sponsoring at Administrators Request

YES

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

UPDATING POSITION AND DEPARTMENTAL TITLES AND CODE PROVISIONS TO

Agenda Wording

An ordinance updating position and departmental titles and code provisions to conform to Ordinances C36752 and C36795; amending Sections 15.06.030, 15.06.050, 15.06.060, 15.06.070, 17C.420.020, and 17E.06.160 of the Spokane Municipal Code.

Summary (Background)

This ordinance updates current provisions of the Spokane Municipal Code to reflect the renaming of the Arts, Culture, and Historic Preservation Department and to make other changes to conform to Ordinances C36752 and C36795.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Select \$	#
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	
Dept Head	
Division Director	
Accounting Manager	ZOLLINGER, NICHOLAS
Legal	SCHOEDEL, ELIZABETH
For the Mayor	
Distribution List	

ORDINANCE NO. C36829

An ordinance updating position and departmental titles and code provisions to conform to Ordinances C36752 and C36795; amending Sections 15.06.030, 15.06.050, 15.06.060, 15.06.070, 17C.420.020, and 17E.06.160 of the Spokane Municipal Code.

WHEREAS, the Spokane City Council adopted Ordinance C36752 regulating the promulgation of public rules; and

WHEREAS, the Spokane City Council adopted Ordinance C36795, which renamed the Historic Preservation Office to the Arts, Culture, and Historic Preservation Department; and

WHEREAS, the City Council wishes to update current provisions to Spokane Municipal Code Council to reflect the renaming of the Arts, Culture, and Historic Preservation Department and to make other changes to conform to Ordinances C36752 and C36795;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 15.06.030 of the Spokane Municipal Code is amended to read as follows:

Section 15.06.030 Deconstruction Requirements

- A. The deconstruction requirements of this chapter apply to demolition permit applications under [SMC 17G.010.100](#) for structures that have been designated as historic, subject to the demolition provisions of [SMC 17D.100.230](#), and structures built 50 years ago or earlier that are eligible for listing on the Spokane Register of Historic Places as determined by the Historic Preservation (~~Office~~) Officer.
- B. A property owner or applicant requesting demolition of a structure subject to this chapter shall submit to the Historic Preservation (~~Office~~) Officer a completed Pre-Deconstruction Form listing the targeted salvageable materials and final destinations of the salvaged material, along with the required permit and application fees as enumerated in SMC Section [08.02](#).
- C. The Historic Preservation (~~Office~~) Officer shall conduct a site visit and approve the Pre-Deconstruction Form before deconstruction can begin.

- D. Upon consent of the property owner or applicant, the Historic Preservation Officer or designee may conduct site inspections throughout the Period of Deconstruction to assure compliance with this chapter.
- E. A Post-Deconstruction Form shall be submitted within ten (10) calendar days after completion of the deconstruction work. The Post-Deconstruction Form shall contain the following information:
 - 1. Itemized receipt of materials and quantities donated to a nonprofit or community-based organization;
 - 2. Itemized receipt or photographs of materials and quantities sold;
 - 3. Itemized list and photographs of salvaged material that will be re-used or used at another site; and
 - 4. Transaction receipts or weight tickets for all materials sent to a material recovery facility or disposal facility, such as a transfer station, landfill, or the City of Spokane Waste-to-Energy Facility.
- F. The Historic Preservation ((Office)) Officer shall review and approve the Post-Deconstruction Form and any additional materials provided to determine compliance with this chapter before the issuance of additional building permits.
- G. This chapter requires compliance with all local, state, and federal laws and regulations concerning demolition, testing, abatement, and disposal for any materials containing asbestos, lead, or other hazardous materials.
- H. All hauling, sorting, and disposal of materials shall be in compliance with [SMC 13.02.0204](#), and materials designated for disposal must be hauled to a permitted facility located within Spokane County in accordance with Chapter 7.4 and 7.5 of the Spokane Regional Solid Waste Comprehensive Plan.

Section 2. That Section 15.06.050 of the Spokane Municipal Code is amended to read as follows:

Section 15.06.050 Authority of the Historic Preservation ((Office)) Officer

- A. The Historic Preservation ((Office)) Officer may adopt rules and procedures necessary to implement and enforce the provisions of this chapter. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

- B. With consent of the property owner or applicant, the Historic Preservation Office may conduct site visits to provide assistance to a property owner or applicant and contractors complying with the provisions of this chapter.

Section 3. That Section 15.06.060 of the Spokane Municipal Code is amended to read as follows:

Section 15.06.060 Compliance

- A. This chapter shall be enforced by the ~~((Historic Preservation Office))~~ Arts, Culture, and Historic Preservation Department under the City's civil infraction system, pursuant to chapter 01.05 SMC. The Historic Preservation ~~((Office))~~ Officer is the "code enforcement officer" as designated by SMC 01.05.020(B).
- B. A violation of this chapter is a civil infraction.
- C. Pursuant to SMC 01.02.950(A), the Historic Preservation ~~((Office))~~ Officer may refer violations or imminent violations of this chapter to the ~~((city attorney))~~ City Attorney for actions in Superior Court seeking declaratory or injunctive relief.
- D. Failure to complete deconstruction, removal of materials, and obtain approval of the Post-Deconstruction Form within the period of deconstruction may result in the City completing the deconstruction work of the structure at the applicant or property owner's expense.

Section 4. That Section 15.06.070 of the Spokane Municipal Code is amended to read as follows:

Section 15.06.070 Exemptions

- A. A structure may be deemed unsuitable for the deconstruction provisions of this chapter by the Historic Preservation ~~((Office))~~ Officer in consultation with the Fire Marshal, Code Enforcement, or Building Official if the structure is an imminent threat to life, safety, or property.
- B. The Historic Preservation ~~((Office))~~ Officer may exempt a structure eligible for deconstruction if it is determined that the majority of the material in the structure is not suitable for reuse.
- C. A property owner or applicant may make a request for exemption by submitting a written request to the Historic Preservation ~~((Office))~~ Officer with supporting documentation when submitting a demolition permit application. The Historic Preservation ~~((Office))~~ Officer shall make a final determination of the exemption request appealable to the Hearing Examiner.

Section 5. That Section 17C.420.015 of the Spokane Municipal Code is amended to read as follows:

Section 17C.420.015 Procedures and Criteria for Evaluating and Determining Projects as Planned Actions

To qualify for a Planned Action designation, a project application shall comply with the following procedures and criteria for evaluation.

A. Planned Action Area.

The Planned Action designation shall apply to the approximately 342-acre South Logan TOD area, which is generally bounded by E Augusta Avenue and E Indiana Avenue on the north, N Perry Street and the Spokane River on the east, N Lidgerwood Street on the west, and the Spokane River on the south, and that is specifically shown in Figure 17C.420.015-A, “Planned Action Area.”

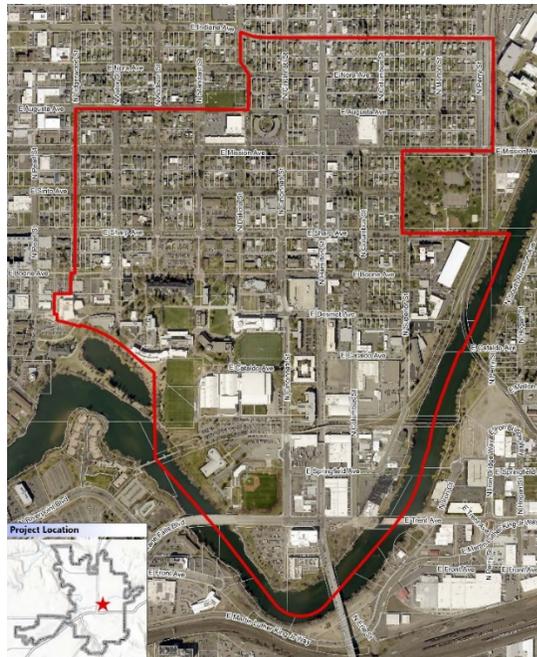


Figure 17C.420.015-A: Map of Planned Action Area

B. Environmental Document.

A Planned Action determination for a site-specific implementing project application shall be based on the environmental analysis contained in the South Logan TOD

Final EIS adopted by the City on January 29, 2024 (RES 2024-0015), which adequately identified and addressed environmental impacts of the Planned Action. The mitigation measures contained in the FEIS, [Exhibit A](#), are based upon the findings of the South Logan TOD EIS and shall, along with adopted City regulations, provide the framework that the City will use to review and to impose appropriate conditions on qualifying Planned Action projects.

C. Planned Action Projects Designation.

Land uses and activities described in the South Logan TOD FEIS, subject to the thresholds described in subsection D of this section and the mitigation measures contained in [Exhibit A](#), are designated Planned Actions or Planned Action projects pursuant to [RCW 43.21C.440](#) and [WAC 197-11-172](#) (“Planned Action Project”). A development application for a site-specific Planned Action project located within the South Logan TOD Planned Action area that meets the criteria set forth in subsection D of this section and applicable laws, codes, development regulations and standards, may be designated a Planned Action Project pursuant to the process in SMC Section 17C.420.020.

D. Planned Action Qualifications.

The following thresholds shall be used to determine if a site-specific development proposed within the South Logan TOD Planned Action area qualifies as a Planned Action Project and has had its environmental impacts evaluated in the South Logan TOD FEIS:

1. Qualifying Uses.
 1. Planned Action Categories.

The primary land uses and levels of development as envisioned in the South Logan TOD Preferred Alternative and as reviewed in the South Logan TOD FEIS, along with conditional and accessory uses permitted in the associated zones, are considered Planned Actions. The primary uses include residential, commercial, and mixed-use development.

2. Planned Action Project Primary Uses.

A Planned Action Project may be a single Planned Action use, or a combination of Planned Action uses within a mixed-use development. A land use can qualify as a Planned Action Project when:

- a. It is within the Planned Action Area; and
- b. It complies with the land use plan map designation of the property identified in the South Logan TOD Preferred Alternative or has a lower intensity designation; and

- c. Is within one or more of the primary uses described in Subsection D.1 above; or
- d. It is a permitted accessory use or appurtenant to a permitted use.

3. Public Services.

The following public services, infrastructure, and utilities may also qualify as Planned Action Projects: streets and non-motorized improvements, utilities, parks, trails, civic, cultural, governmental, and similar facilities developed consistent with the South Logan TOD FEIS mitigation measures, City design standards, critical area regulations, and the Spokane Municipal Code.

4. Development Thresholds.

- a. The following amount of increase in housing is contemplated by the Planned Action:

Increase in New Housing Units ¹	2,954
Associated Population Increase	6,735

¹ Includes equivalent housing added in college dormitories.

- b. If future development proposals in the South Logan TOD Planned Action area exceed the development thresholds specified in this chapter, further environmental review may be required pursuant to [WAC 197-11-172](#). Further, if the proposed development would alter the assumptions and analysis in the South Logan TOD FEIS, further environmental review may be required.

5. Building Heights.

Building heights shall not exceed the maximums identified and reviewed in the South Logan TOD Final FEIS and South Logan TOD Plan.

6. Transportation.

- a. The Preferred Alternative is anticipated to generate approximately 928 new PM peak-hour vehicle trips. This equates to approximately 9 percent higher traffic volumes in the area compared to the 2045 No Action alternative.
- b. Trip Threshold.

Uses or activities that would exceed the forecasted trips shown above would not qualify as Planned Actions and would require additional transportation review.

c. City Engineer Discretion.

The City Engineer or their designee shall have discretion to determine incremental and total trip generation, consistent with the Institute of Traffic Engineers (ITE) Trip Generation Manual (latest edition) or an alternative manual accepted by the City Engineer, for each project permit application proposed under this planned action.

d. Transportation Improvements and Mitigation.

i. On-Site and Off-Site Improvements.

The Planned Action may require on-site and off-site transportation improvements to mitigate significant adverse impacts as development occurs. These transportation improvements are identified in the South Logan TOD FEIS and South Logan TOD Plan. The City shall have the discretion to adjust the allocation of responsibility for required improvements between individual Planned Action projects based on their identified impacts.

ii. Hamilton and Trent.

The intersection of N Hamilton Street/E Trent Avenue is forecasted to operate at LOS E during the 2045 No Action and LOS F with full development of Planned Action projects. Any development must implement measures to restore the LOS and delay to its pre-development level of LOS E.

7. Elements of the Environment and Degree of Impacts.

A proposed project that would result in a significant change in the type or degree of impacts to any of the elements of the environment analyzed in the South Logan TOD FEIS, EIS addendum, and/or supplemental EIS, would not qualify as a Planned Action.

8. Changed Conditions.

Should environmental conditions change significantly from those analyzed in the FEIS, the City's PAO Responsible Official may determine that the Planned Action designation is no longer applicable until a supplemental environmental review is conducted.

9. Additional Mitigation Fees.

The City may adopt and apply such other fees as may be deemed necessary and appropriate to mitigate impacts to other capital facilities in the Planned Action area and to accommodate planned growth. Such fees, if adopted, shall be in addition to any fees required in subsection (D)(6)(d) of this section, and shall apply only to required improvements that are not addressed in this subsection.

10. Inadvertent Discovery Plan.

An Inadvertent Discovery Plan (IDP) should be implemented into the scope of work for all projects within the Planned Action area. The IDP should outline procedures to perform in the event of a discovery of archaeological materials or human remains. The IDP should always be kept at the project site during all project activities. If any artifacts or human remains are found upon excavation, the Tribal Historic Preservation Office (THPO), Washington State Department of Archaeology and Historic Preservation (DAHP), and (~~Spokane Historic Preservation Office~~) Arts, Culture, and Historic Preservation Department shall be immediately notified and the work in the immediate area cease.

11. Historic Preservation Design Review.

Properties individually placed on the Spokane Register of Historic Places or located within one of Spokane's designated historic districts must meet all requirements of the (~~Spokane Historic Preservation Office~~) Arts, Culture, and Historic Preservation Department, including obtaining a Certificate of Appropriateness from the Spokane Historic Landmarks Commission or the Historic Preservation Officer for proposed changes or additions to historic structures when necessary.

12. Demolitions.

Buildings fifty years of age or greater at time of demolition permit submittal shall provide a Level 2 Site Inventory Form unless determined by the Historic Preservation Officer and Planning Director to not be of historic significance.

13. Shoreline Master Program.

Areas within the Planned Action area subject to the Shoreline Master Program are not exempt from permitting or SEPA review through the FEIS and must comply with Chapter 17E.060 SMC Shoreline Regulations.

14. Uses.

Drive-thru facilities, including accessory drive-thru features, are not exempt from SEPA review and do not qualify as Planned Action Projects.

E. Planned Action Review Criteria.

1. The City's PAO Responsible Official may designate as "Planned Actions," pursuant to RCW 43.21C.030, applications that meet all of the following conditions:
 - a. The proposal is located within the Planned Action Area identified in SMC 17C.420.015, or is an off-site improvement directly related to the proposed development within the Planned Action Area; and
 - b. The proposed uses and activities are consistent with those described in the FEIS and subsection D of this section; and
 - c. The proposal is within the Planned Action thresholds and other criteria of subsection D of this section; and
 - d. The proposal is consistent with the City of Spokane Comprehensive Plan and the South Logan TOD Plan; and
 - e. The proposal's significant adverse environmental impacts have been identified in the South Logan TOD FEIS; and
 - f. The proposal's significant impacts have been mitigated by the application of measures identified in Exhibit A, and other applicable City regulations, together with any modifications or variances or special permits that may be required; and
 - g. The proposal complies with all applicable local, state, and/or federal laws and regulations, and the PAO Responsible Official determines that these constitute adequate mitigation; and
 - h. Adequate infrastructure improvements are in place, or will be in place at completion of the project, to support the development of the project; and
 - i. The proposal is not an essential public facility as defined by RCW 36.70A.200, unless the essential public facility is part of or accessory to a residential, office, school, commercial, recreational, or service that is designated as a Planned Action.
2. The City shall base its decision on designation as a Planned Action project on review of a Planned Action checklist, or an alternative form developed consistent with applicable provisions of Chapter 43.21C RCW, and review of the application and supporting documentation.

3. A proposal that meets the criteria of this section shall be considered to qualify and be designated as a Planned Action, consistent with the requirements of RCW 43.21C.440, WAC 197-11-164 et seq., and this chapter.

F. Effect of Planned Action.

1. Designation as a Planned Action project means that a qualifying proposal has been reviewed in accordance with this chapter and found to be consistent with its development parameters and thresholds, and with the environmental analysis contained in the South Logan TOD FEIS.
2. Upon determination by the City's PAO Responsible Official that the proposal meets the criteria of section (D) of this section and qualifies as a Planned Action, the proposal shall not require a SEPA threshold determination, preparation of an EIS, or be subject to further review pursuant to SEPA.

Section 6. That Section 17C.420.020 of the Spokane Municipal Code is amended to read as follows:

Section 17C.420.020 Planned Action Permit Process and Application

Applications for Planned Actions shall be reviewed pursuant to the following process:

- A. Applications shall be made on forms provided by the City, including an approved Planned Action Checklist, and shall meet the applicable requirements of the Spokane Municipal Code.
- B. After the City receives a complete application, the PAO Responsible Official shall determine whether the project qualifies as a Planned Action Project under this chapter.
- C. Once a project is determined to qualify as a Planned Action Project under this chapter, the City shall:
 1. Notify the applicant and the project shall proceed in accordance with the applicable permit review procedures; and
 2. Notify Spokane Tribe of Indians, (~~Spokane Historic Preservation Office~~) Historic Preservation Officer, internal City Departments, utility providers, and other partner agencies as deemed appropriate by the assigned project manager of the pending development under South Logan TOD FEIS. The notice required by this section may be combined with the public notice required or provided with the underlying permit and may take the form of the environmental checklist or other project review form. Notice provided shall not be less than 14 days.

- D. If a project does not qualify as a Planned Action under this chapter, the City shall notify the applicant. The notice shall describe the elements of the application that result in failure to qualify as a Planned Action.
1. Projects that fail to qualify as Planned Actions may incorporate or otherwise use relevant elements of the South Logan TOD Plan and FEIS to meet SEPA requirements. The City may limit the scope of the SEPA review for the non-qualifying project to those issues and environmental impacts not previously addressed in the Planned Action.

Section 7. That Section 17E.060.160 of the Spokane Municipal Code is amended to read as follows:

Section 17E.060.160 Archaeological and Historic Resources

- A. Archaeological sites located within the shoreline jurisdiction are subject to chapter 27.44 RCW (Indian Graves and Records) and chapter 27.53 RCW (Archaeological Sites and Records).
- B. Any use, modification, or development that may impact archaeological sites shall comply with WAC 25-48, Archeological Excavation and Removal Permit, and the requirements within these shoreline regulations, where applicable.
- C. Developers and property owners shall immediately stop work and notify the City ~~((and City County Spokane historic preservation office))~~ Historic Preservation Officer and affected Indian tribes if archaeological resources are uncovered during excavation.
- D. Any use, modification, or development that is proposed in areas documented to contain archaeological resources shall have a site inspection or evaluation by a professional archaeologist in coordination with affected Indian tribes. The evaluation shall be submitted to the ~~((planning and economic development services department))~~ Planning and Economic Development Services Department prior to the issuance of any shoreline permit required for the development.
- E. Site development plans shall incorporate provisions for historic, scientific, educational, and archaeological site preservation, restoration, and education with open space or recreation areas whenever compatible and possible.

Section 8. 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 9. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 01/15/2026**Committee Agenda type:** Discussion**Date Rec'd**

1/7/2026

Clerk's File #

ORD C36830

Cross Ref #**Project #****Council Meeting Date:** 02/02/2026**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

PDILLON SDIXIT

Sponsoring at Administrators Request

YES

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

ORDINANCE IMPLEMENTING THE HOME STARTS HERE INITIATIVE

Agenda Wording

An ordinance implementing the HOME Starts Here Initiative to reduce housing and childcare costs by streamlining design review requirements; amending Sections 04.12.040, 04.12.080, 17C.255.500, and 17G.070.100; repealing Chapters 04.13, 17G.030, and 17G.040; and adopting a new Section 04.12.085 and Chapter 17G.041 of the Spokane Municipal Code.

Summary (Background)

The City's Comprehensive Plan Policy DP 2.8 (Design Review Process) calls for the City to "Apply design guidelines through a review process that relies on the expertise of design professionals and other community representatives to achieve the design performance that meets or exceeds citizens' quality of life expectations". RCW 36.70A.630 requires that any design review process must be conducted concurrently with the consolidated review and decision process for project permits, and no design review process may include more than one public meeting. RCW 36.70.635 limits middle housing to an administrative design review process only. This ordinance Integrates design review process into the Plan Commission through the creation of a Plan Commission Design Review Subcommittee. The ordinance establishes an administrative review process for middle housing projects and limits design review to one public meeting pursuant to new state law. Additionally the ordinance exempts childcare facility projects from design review and exempts projects converting a commercial use to residential use from the design review process when the project is triggered only by façade modifications totaling 25% or more.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Select \$	#
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	
Dept Head	MCDANIEL, ADAM
Division Director	
Accounting Manager	BUSTOS, KIM
Legal	SCHOEDEL, ELIZABETH
For the Mayor	PICCOLO, MIKE
Distribution List	

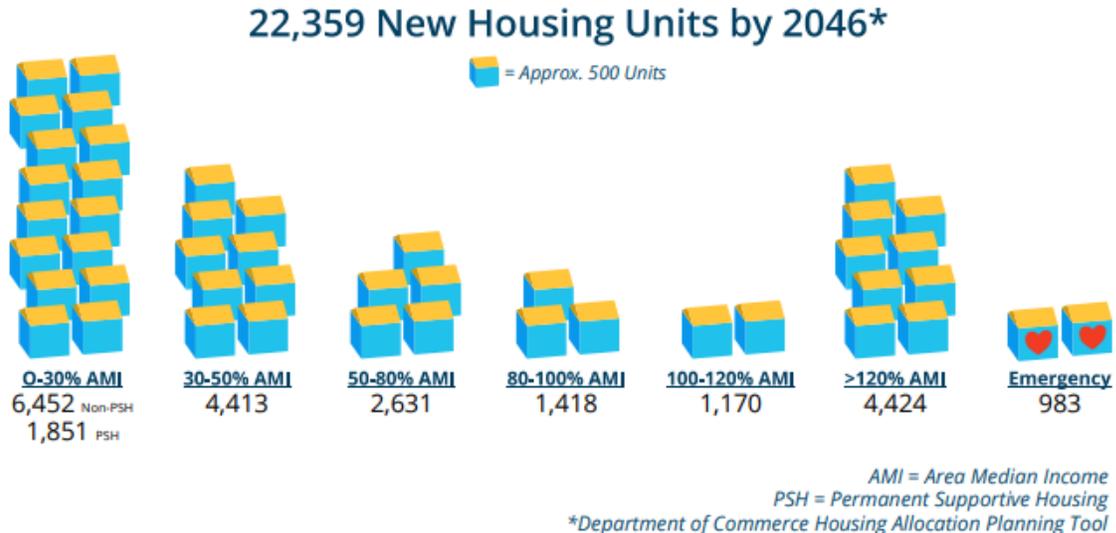
ORDINANCE NO C36830

An ordinance implementing the HOME Starts Here Initiative to reduce housing and childcare costs by streamlining design review requirements; amending Sections 04.12.040, 04.12.080, 17C.255.500, and 17G.070.100; repealing Chapters 04.13, 17G.030, and 17G.040; and adopting a new Section 04.12.085 and Chapter 17G.041 of the Spokane Municipal Code.

WHEREAS, the H.O.M.E. Starts Here Initiative seeks to reduce the number of Spokane residents who are housing cost-burdened, add new housing units at all income levels, and expand the city’s homeownership rate; and

WHEREAS, Spokane needs more than 22,000 housing units by 2046; and

Exhibit 2: Housing Target



Source: City of Spokane, 2024.

WHEREAS, the City’s Comprehensive Plan Policy DP 2.8 (Design Review Process) calls for the City to “Apply design guidelines through a review process that relies on the expertise of design professionals and other community representatives to achieve the design performance that meets or exceeds citizens’ quality of life expectations”; and

WHEREAS, RCW 36.70A.630 requires that any design review process must be conducted concurrently with the consolidated review and decision process for project permits, and no design review process may include more than one public meeting; and

WHEREAS, RCW 36.70.635 limits middle housing to an administrative design review process only; and

WHEREAS, the Downtown Spokane Partnership Housing Action Plan, funded by the City of Spokane, set a target of 3,200 net new market-rate housing units in downtown Spokane over the next ten years; and

WHEREAS, the Downtown Spokane Partnership Housing Action Plan suggests a combination of incentives, infrastructure investment, and policy changes, including zoning reform to achieve the target of 3,200 new market-rate housing units in downtown Spokane; and

WHEREAS, the Downtown Plan supports the City exploring ways to strengthen incentives for workforce multi-family development and the rehabilitation of historic structures downtown, including zoning and permitting incentives or other programs like design review;

WHEREAS, the Brown Administration and City Council aim to streamline the City's design review process to encourage the conversion of underutilized commercial properties into housing and new childcare facilities.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 04.12.040 of the Spokane Municipal Code is amended to read as follows:

Section 04.12.040 Liaison Members

- A. The ~~((city council))~~ City Council shall appoint one ~~((city council))~~ City Council member to serve as a liaison to the ~~((commission))~~ Plan Commission and shall also appoint an alternate ~~((city council))~~ City Council member to serve in the absence of the liaison.

- B. The ~~((community assembly))~~ Community Assembly shall nominate a qualified neighborhood council member ~~((of the assembly))~~ to serve as a liaison to the ~~((plan commission))~~ Plan Commission, subject to confirmation by the ~~((mayor))~~ Mayor and appointment by the ~~((city council))~~ City Council. Additionally, the Community Assembly may nominate an additional qualified neighborhood council member to serve as a liaison to the Plan Commission's Design Review Subcommittee, subject to confirmation by the Mayor and appointment by the City Council.

- C. The liaison members shall be non-voting participants in commission business.

Section 2. That Section 04.12.080 of the Spokane Municipal Code is amended to

read as follows:

Section 04.12.080 Duties

A. Work Plan.

1. The City Council will, by resolution, adopt a Work Plan which assigns certain policy and planning issues for consideration of the ~~((commission))~~ Plan Commission.
2. The Work Plan may be amended by resolution periodically for the removal of completed tasks and the addition of new ones.

B. Emergency or Interim Council Action.

The City Council may, by ordinance, amend the Unified Development Code without review by the Plan Commission and without following other procedures in [SMC 17G.025.010](#). Such action shall be limited to emergency actions necessary to preserve the immediate health and safety of residents, or to interim zoning controls or moratoria for which a work plan is established pursuant to RCW 36.70A.390. All such action shall provide public notice and solicit public comment as appropriate and required by City and state law.

C. Design Review

The Plan Commission shall conduct the Standard Design Review process as described in SMC Chapter 17G.041.

Section 3. That there is adopted a new Section 04.12.085 to Chapter 04.12 of the Spokane Municipal Code to read as follows:

Section 04.12.085 Design Review

- A. The Plan Commission shall review projects required to follow the Standard Design Review process provided in the Unified Development Code. Such a review shall be permitted to occur through a Design Review Subcommittee established by the Plan Commission.
- B. The Plan Commission may convene a subcommittee on an ad hoc basis to conduct the Standard Design Review process. The Plan Commission may appoint Plan Commission members to the Design Review Subcommittee on a standing or ad hoc basis. The Design Review Subcommittee shall include the Plan Commission's Community Assembly liaison or an additional qualified neighborhood council member to serve as a liaison to the Plan Commission's Design Review Subcommittee.

- C. The Plan Commission may appoint design professionals to the Design Review Subcommittee, including but not limited to architects, landscape architects, urban designers, civil/structural engineers, real estate developers, and members of the building trades, to assist in the review of the project subject to Standard Design Review.
- D. Any meeting of the Plan Commission's Design Review Subcommittee shall be subject to the Open Public Meetings Act under RCW 42.30.

Section 4. That Chapter 04.13 of the Spokane Municipal Code is hereby repealed.

Section 5. That Section 17C.255.500 of the Spokane Municipal Code is amended to read as follows:

Section 17C.255.500 Design Standards Implementation

- A. The design standards found in [SMC 17C.255.500](#) through [SMC 17C.255.530](#) follow [SMC 17C.255.015](#), Design Standards Administration. Design standards are in the form of Requirements (R), Presumptions (P), and Considerations (C). An applicant may apply to the ~~((Design Review Board pursuant to the procedures set forth in [chapter 17G.040 SMC](#), and the board may))~~ City following the design review process provided in SMC 17G.041 and the Plan Commission may recommend approval of alternatives to strict compliance, upon a finding that the alternative satisfies the decision criteria for a design departure ~~((in SMC 17G.030.040))~~. All skywalks are subject to design review and are subject to a design review process, and shall follow the skywalk design guidelines.
- B. Skywalks must meet the design standards found in [SMC 17C.255.500](#) through [SMC 17C.124.530](#) and follow the skywalk design guidelines. To allow new development to better respond to the unique character of its surroundings, the ~~((design review board's))~~ Plan Commission's recommendations to the ~~((planning director))~~ Planning Director may include flexibility from the design standards if the ~~((board))~~ Plan Commission determines that the proposal meets the intent of the design standards and the skywalk design guidelines. See the Skywalk Design Guidelines and the Design Review Application Handbook for an outline of the design review process.

Section 6. That Chapter 17G.030 of the Spokane Municipal Code is hereby repealed.

Section 7. That Chapter 17G.040 of the Spokane Municipal Code is hereby repealed.

Section 8. That there is adopted a new Chapter 17G.041 of the Spokane Municipal

Code to read as follows:

Chapter 17G.041	Streamlined Design Review
17G.041.010	Purpose
17G.041.020	Public Projects Subject to Design Review
17G.041.030	Downtown Projects Subject to Design Review
17G.041.040	Other Projects Subject to Design Review
17G.041.050	Standard Design Review
17G.041.060	Administrative Design Review
17G.041.070	Design Departures
17G.041.080	Design Review Recommendations

Chapter 17G.041 Streamlined Design Review

Section 17G.041.010 Purpose

- A. The purpose of design review is to ensure that new development and significant redevelopment achieve a minimum quality of design, enhance livability, and improve the quality and characteristics of the surrounding area.
- B. Design review is applied to public projects and structures to uphold the highest design standards and ensure neighborhood compatibility.

Section 17G.041.020 Public Projects Subject to Design Review

- A. All projects sponsored by a public agency or utilizing public funds shall be subject to design review, unless otherwise exempted under this section.
- B. The following public projects are exempt from the design review process:
 - 1. Maintenance or repair work;
 - 2. Interior modifications;
 - 3. Minor changes to exterior facades (less than 25% of the building facade facing the public right-of-way);
 - 4. Minor additions to existing structures;
 - 5. Minor structures related to public infrastructure, such as pump houses and

storage sheds, unless such elements are part of a larger project;

6. Transportation projects in the public right-of-way;
7. Structures for which design review is impractical, such as wellheads, electrical substations, and playground equipment, unless such elements are part of a larger project;
8. Projects for which there is a separate public process in which the public has an adequate opportunity to provide feedback on the placement and design of public structures. The Planning Director shall determine if the separate public process is sufficient for exempting the project from the City's design review process.
9. Projects where public funding constitutes a minority of overall project funding; and
10. Projects using public funds where the primary use will be residential or a child day care center, unless the structure triggers the design review process through some other aspect of the public project.

C. Design review of public projects shall be performed using the Public Projects and Structures Design Guidelines.

D. The Planning Director shall have authority to require design review for public projects notwithstanding an exemption if such review is determined to be in the public interest.

Section 17G.041.030 Downtown Projects Subject to Design Review

A. All projects in a downtown zone requiring a building permit that meet any of the following criteria shall be subject to the design review process:

1. New structures with a floor area of twenty-five thousand (25,000) square feet or greater;
2. Modifications of more than twenty-five percent (25%) of a building facade facing the public right-of-way; or
3. Sidewalk encroachments for private use.

B. The following downtown projects are exempt from the design review process:

1. Projects converting a commercial use to a residential use, where design review is triggered by the modification of twenty-five percent (25%) or more of the building's facade;
2. Projects where the primary use is a child day care center as defined by RCW 43.216.010;
3. Temporary business signs, such as sandwich or A-frame signs;
4. Standard kiosks, such as for newspapers or pamphlets;
5. Benches, streetlamps, water fountains, bike racks, and other street furniture;
6. Traffic and wayfinding signage and lights installed by or on behalf of the City of Spokane;
7. Street trees; and
8. Temporary or seasonal installations, such as sidewalk cafes, parklets, and other installations subject to a special event permit.

C. Design review of downtown projects shall be performed using the Downtown Design Guidelines, except that all sidewalk encroachments shall be reviewed using the Citywide Design Guidelines.

Section 17G.041.040 Other Projects Subject to Design Review

- A. Projects establishing or modifying a skywalk over the public right-of-way shall be subject to the standard design review process.
- B. When required under SMC 17C.350.040, Mini-Storage Facilities shall follow the Standard Design Review process. Mini-Storage projects in a downtown zone shall use the Downtown Design Guidelines. Mini-Storage projects in other zones shall use the Mini-Storage Design Guidelines.

- C. Any project for which the Unified Development Code identifies a requirement for Design Review and which does not fall into a category provided above shall follow the guidelines most relevant to the project as determined by the Planning Director.

Section 17G.041.050 Standard Design Review

- A. Standard Design Review consists of one open public meeting pursuant to state law in which the project applicant shall present the details of the proposed project design, where members of the Plan Commission or a subcommittee of the Plan Commission may provide comment.
- B. Following the public meeting, City staff shall prepare recommendations signed by the Plan Commission President or designee and provided to the applicant.
- C. The project applicant and City staff shall provide any documentation necessary to facilitate the design review process.
- D. Recommendations shall be non-binding upon the applicant as a condition of project approval.

Section 17G.041.060 Administrative Design Review

- A. Administrative Design Review shall consider the same criteria and design guidelines as the Standard Design Review process.
- B. Administrative Design Review applies to minor projects in which the standard design review process is not likely to achieve additional public benefits. Pursuant to state law, middle housing projects shall follow the Administrative Design Review process if design review applies. Any project not considered a minor project shall be subject to the Standard Design Review process.
- C. Administrative Design Review shall be performed by the Development Services Department and Planning and Economic Development Services staff and does not require a public meeting.

Section 17G.041.070 Design Departures

- A. Design departures may be sought for any requirements within the Unified Development Code identified as Requirements (R) or Presumptions (P).

- B. Projects requiring design departure shall follow the Administrative Design Review process.
- C. Review of design departures shall be performed using the Citywide Design Guidelines unless the project would otherwise be subject to another set of design guidelines.

Section 17G.041.080 Design Review Recommendations

- A. The recommendations of the Design Review Subcommittee shall be addressed to the City official responsible for permit approval and are advisory.
- B. A unanimous recommendation of the Design Review Subcommittee shall be included by the responsible City official as a condition of permit approval unless the responsible City official determines that the recommendation cannot be included due to a conflict with other requirements or similar limitations, including but not limited to:
 - 1. The recommendation does not properly apply the design criteria;
 - 2. The recommendation exceeds the authority of the Plan Commission;
 - 3. The recommendation conflicts with SEPA conditions or other regulatory requirements applicable to the site; or
 - 4. The recommendation conflicts with the requirements of state or federal law.
- C. The responsible City official may consider non-unanimous recommendations of the Design Review Subcommittee for inclusion as conditions of permit approval.
- D. The responsible City official may consider recommendations from an Administrative Design Review for inclusion as conditions of permit approval.

Section 9. That Section 17G.070.100 of the Spokane Municipal Code is amended to read as follows:

Section 17G.070.100 Design Standards

- A. Purpose.

The base zone development standards are designed for most standard lots and uses in the City. A planned unit development may be used to request different development standards that are needed for sites ~~((which))~~ that contain unusual topography, critical areas, resource lands, historic and cultural sites, and developments that require flexibility in the development standards to achieve a superior design ~~((which))~~ that can implement the goals and policies of the City's comprehensive plan. A planned unit development may also be used to encourage economic development and infill opportunities as described in [SMC 17G.070.010](#).

B. Applicability.

The standards of the .100's series of this section apply to the site design and uses in the planned unit development. The design standards apply to all planned unit developments, whether allowed by right, allowed with limitations, or subject to a conditional use review.

C. The design standards and guidelines found in this chapter follow the design standards administration, [SMC 17C.111.015](#). All projects must address the pertinent design standards and guidelines. Design standards are in the form of Requirements (R), Presumptions (P), and Considerations (C). Regardless of which term is used, an applicant must address each guideline. The City will expect to see how the design of a project has responded to every one of the guidelines. An applicant may seek relief through ~~((chapter 17G.030.SMC))~~ the design departure procedures provided in SMC Chapter 17G.041~~((, Design Departures,))~~ for those eligible standards and guidelines contained in the zoning code.

Section 10. 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 11. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 01/15/2026**Committee Agenda type:** Discussion**Date Rec'd**

1/7/2026

Clerk's File #

ORD C36835

Cross Ref #**Project #****Council Meeting Date:** 02/02/2026**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

ADAM 625-6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

PDILLON KKLITZKE

Sponsoring at Administrators Request

NO

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

ORDINANCE UPDATING TRANSPORTATION DIVISION AND DEPARTMENTAL

Agenda Wording

An ordinance updating divisional and departmental titles as a result of the adoption of Ordinance C36795; amending Sections 04.40.080, 08.02.083, 10.63.020, 10.63.090, 10.63.100, 10.70.070, 10.70.080, 12.01.010, 16A.04.100, 16A.05.060, 16A.06.010, 16A.06.020, 16A.06.060, 16A.06.070, 16A.06.080, 16A.06.090, 16A.07.010, 16A.07.060, 16A.07.070, and 16A.61.5703; and repealing Sections 16A.60.010, 16A.62.010, 16A.65.010, and 16A.84.010 of the Spokane Municipal Code.

Summary (Background)

Council is expected to adopt ordinance C36795 which reorganizes City departments and divisions. This ordinance would make additional amendments to related department provisions in the Spokane Municipal Code to conform to Ordinance C36795.

What impacts would the proposal have on historically excluded communities?

Not applicable

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

Not applicable

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

Not applicable

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

Ordinance makes amendments to Spokane Municipal Code to conform to the administrative and department reorganization under C36795. that

Council Subcommittee Review

Not applicable

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Select \$	#
Funding Source	N/A
Funding Source Type	Select
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	N/A
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	Additional Approvals
<u>Dept Head</u>	
<u>Division Director</u>	
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	
Distribution List	
	nzollinger@spokanecity.org
lgarcia@spokanecity.org	jruffing@spokanecity.org

ORDINANCE NO. C36835

An ordinance updating divisional and departmental titles as a result of the adoption of Ordinance C36795; amending Sections 04.40.080, 08.02.083, 10.63.020, 10.63.090, 10.63.100, 10.70.070, 10.70.080, 12.01.010, 16A.04.100, 16A.05.060, 16A.06.010, 16A.06.020, 16A.06.060, 16A.06.070, 16A.06.080, 16A.06.090, 16A.07.010, 16A.07.060, 16A.07.070, and 16A.61.5703; and repealing Sections 16A.60.010, 16A.62.010, 16A.65.010, and 16A.84.010 of the Spokane Municipal Code.

WHEREAS, the Spokane City Council adopted Ordinance C36795, which established the Transportation and Sustainability Division; and

WHEREAS, the Transportation and Sustainability Division consists of the Street Department and the Parking Services Department; and

WHEREAS, parking services duties were formerly the responsibility of the Code Enforcement Department; and

WHEREAS, this ordinance makes updates to the divisional and department titles to reflect the creation of the Transportation and Sustainability Division as well as the creation of the Parking Services Department within the division.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 04.40.080 of the Spokane Municipal Code is amended to read as follows:

Section 04.40.080 Duties and Responsibilities

The Transportation Commission shall have the following duties and responsibilities:

- A. The Transportation Commission shall study significant transportation issues and make recommendations to the Mayor and Council, consistent with [Chapter 16A.84](#) and Chapter 17H.020 of the Spokane Municipal Code and the City's Comprehensive Plan (Transportation Element), and with due regard for the following considerations:
 1. Meet mobility needs by providing complete and connected facilities for all transportation options, including walking, bicycling, public transportation, private vehicles, and other choices.
 2. Promote healthy communities by providing and maintaining a safe transportation system with viable active mode options that ~~((provides))~~ provide for the needs of all travelers, particularly the most vulnerable users.

3. Consistent with a complete and connected network, encourage open, accessible, internal multi-modal transportation connections to adjacent properties and streets on all sides.
 4. Study and promote technological advancements in transportation infrastructure design, materials, and methods that improve safety, reduce maintenance costs, and enhance performance.
 5. Prioritize the safety of people walking, pursuant to [SMC 16A.84.020](#).
 6. Collaborate with the Plan Commission to make recommendations for the City's transportation system that further the goals of the Comprehensive Plan and support the City's vision for the development and redevelopment of land.
- B. The Transportation Commission may consider and make recommendations on specific transportation projects as determined by the annual work plan and upon request by City staff or major stakeholders.
- C. Six-Year Comprehensive Street Program - The Transportation Commission, in consultation with the Plan Commission, shall review and make recommendations on street improvements as part of the Six-Year Comprehensive Street Program. The Transportation Commission shall review requested exceptions to the Complete Streets Program as required by SMC Chapter 17H.020. Transportation and Sustainability Division and Integrated Capital Management Department staff shall provide ((staff)) support to the Transportation Commission to help fulfill this duty.
- D. Transportation Benefit District - The Transportation Commission shall make recommendations to the City Council regarding a comprehensive program for the following programs:
1. Use of Transportation Benefit District (TBD) program funds; and
 2. Use of funds allocated by the Street Department for residential/local access street maintenance; and
 3. Required investments in pedestrian improvements per [SMC 08.16.060](#).

The Transportation and Sustainability Division, Transportation Benefit District (TBD) Administrator, and the Integrated Capital Management Department shall provide staff support to the Transportation Commission to help fulfill this duty. The Street Department shall assist with the identification of residential/local access streets appropriate for repair.

- E. Bicycle Master Plan - The Transportation Commission, in consultation with the Plan Commission and Bicycle Advisory Board, may initiate revisions to the Bicycle Master Plan and recommend projects and policies that support bicycling as a viable and safe form of transportation in the city of Spokane. The Transportation and Sustainability Division, Planning and Economic Development Services Department, and Integrated Capital Management Department shall provide staff support to the Transportation Commission to help fulfill this duty.
- F. Pedestrian Master Plan - The Transportation Commission, in consultation with the Plan Commission, shall review and recommend updates to the Pedestrian Master Plan as required by [SMC 16A.84.030](#). The Transportation and Sustainability Division, Planning and Economic Development Services Department, and Integrated Capital Management Department shall provide staff support to the Transportation Commission to help fulfill this duty.
- G. Parking System - The Transportation Commission shall make recommendations for changing parking rates for on-street parking and recommend policies or projects to improve the parking environment. The Transportation Commission shall make funding recommendations for Parking System Fund eligible projects and activities as prioritized by the City Council in [SMC 07.08.130](#). The ~~((City Parking Manager and the Code Enforcement and))~~ Transportation and Sustainability Division through the Parking Services Department shall provide staff support to the Transportation Commission to help fulfill this duty.
- H. Spokane Safe Streets for All Program - The Transportation Commission shall make annual recommendations to the City Council on the following:
1. the addition, relocation, or removal of automated traffic safety cameras consistent with [Chapter 16A.64](#) of the Spokane Municipal Code and state law;
 2. Recommendations for projects and priorities to be funded by revenues generated from automated traffic safety cameras, consistent with state and local provisions governing the use of such funds; and
 3. the operation of the automated safety program and any contracts associated with its implementation.

The Commission may make recommendations more frequently than annually as needed. Nothing in this subsection shall affect camera locations, projects, or expenditures previously approved by the City Council as of the effective date of this ordinance. The Transportation and Sustainability Division, the Manager of Neighborhood Connectivity Initiatives, and the Integrated Capital Management Department shall provide staff support to the Transportation Commission to help fulfill these duties.

- I. Annual Report – The Transportation Commission shall issue an annual report on the state of transportation in the city of Spokane. This report shall include the status of transportation projects, progress of Complete Streets Implementation, transportation improvement expenditures, revenues, construction schedules, any newly acquired data and predictive analytics, and the status and outcome of any transportation studies. Pursuant to RCW 36.73.160, the report shall satisfy the reporting requirements of the Transportation Benefit District.
- J. Annual Work Plan - The Transportation Commission shall establish an annual work plan in consultation with the Director of Transportation and Sustainability in coordination with the directors of Integrated Capital Management, Planning and Economic Development Services, Street Department, ~~((Code Enforcement and))~~ Parking Services, the Transportation Benefit District Administrator, and the Manager of Neighborhood Connectivity Initiatives. The annual work plan shall be adopted by the City Council.
- K. At least once per year, the Commission shall convene an ad hoc subcommittee, composed of Commission members and city staff, to review the details of all collisions occurring in the prior year that involve vehicles, bicycles, and/or pedestrians and which result in death or serious injury on public ways within the City. After such review, the ad hoc subcommittee may propose design modifications to enhance roadway safety. Such recommendations need not be limited to the particular location of the incident and may propose system-wide changes if appropriate. The ad hoc subcommittee shall present its findings to the full commission either separately or as part of an annual report on fatal and serious injuries in the public way.
- L. The Commission shall meet no less than once per month, and may meet more frequently as needed or cancel regular meetings as circumstances may dictate.

Section 2. That Section 08.02.083 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.083 Fees & Charges

- A. Fees for services related to parking provided through the City of Spokane’s ~~((Code Enforcement and))~~ Parking Services Department, and penalties for traffic infractions provided by schedules adopted by court rule, or as specifically provided in Title 16A SMC or state statute, shall be posted under the [City of Spokane Parking Fee Schedule](#) as established by City Council resolution. The [City of Spokane Parking Fee Schedule](#) shall be posted on the City’s website.
- B. The Parking ~~((Manager))~~ Services Department shall review and update the [City of Spokane Parking Fee Schedule](#) and bring it to the City Council for approval on an annual basis.

C. Paid Parking Zone Rates.

1. It is the intent of the City Council to establish a target occupancy rate of eighty-five percent for all Paid Parking Zone spaces within the City of Spokane. Occupancy rate refers to the percentage of Paid Parking Zone spaces that are occupied by vehicles. The establishment of the target occupancy rate of at least eighty-five percent is based on well-accepted planning studies as well as the example of other municipalities. The City Council finds that the establishment of the target occupancy rate of eighty-five percent is an effective strategy for managing on-street parking and congestion.
2. The City Council establishes a range of time limits from fifteen minutes to eleven hours. The ~~((parking manger))~~ Parking Services Department shall set the time limit of each parking zone, consistent with achieving the at least eighty-five percent target utilization rate, based upon parking occupancy data and community input.
3. Parking rates to be charged at parking payment devices, for parking in ~~((city))~~ City rights-of-way and other ~~((city-controlled))~~ City-controlled parking areas under the jurisdiction of the City of Spokane shall be within rate limits established by this section. Rates may vary according to location, time of day, length of stay, maximum parking time allowed, the capabilities of available parking payment devices, and any other factors the ~~((Parking Manager))~~ Parking Services Department determines are pertinent.
4. The ~~((Parking Manager))~~ Parking Services Department is authorized to set parking rates up to the "Maximum Hourly Rate" of \$3.00 per hour as set forth on the [City of Spokane Parking Fee Schedule](#). When parking rates are in effect, parking rates shall be set no lower than the "Minimum Hourly Rate" of \$0.50 per hour as set forth on the [City of Spokane Parking Fee Schedule](#).
5. The ~~((Parking Manager))~~ Parking Services Department shall establish on-street parking rates and shall adjust parking rates higher (up to the maximum hourly rate) or lower (as low as the minimum hourly rate) in established paid parking zones based on the established target occupancy rate of at least eighty-five percent.
6. The ~~((Parking Manager))~~ Parking Services Department may adjust the parking fee by increments no larger than fifty cents per hour.
7. Parking rates may be adjusted no more frequently than twice per fiscal year.
8. Current parking rates shall be posted to the City's website.

D. Golf Cart Registration Decal.

The fee for an annual golf cart registration decal is fifty dollars.

Section 3. That Section 10.63.020 of the Spokane Municipal Code is amended to read as follows:

Section 10.63.020 Definitions

The following definitions apply to the terms in this chapter unless a different definition is expressly provided:

Term	Definition
Abate	Abate means to repair, replace, remove, destroy, or otherwise remedy a condition which constitutes a violation of this chapter by such means and in such a manner and to such an extent as the City determines is necessary in the interest of the general health, safety, and welfare of the community.
Abatement Order	An appealable order, supported by specific factual findings, issued by the Code Enforcement ((and Parking Services)) Department, which directs the owner of a property to take certain specific steps, within a specific period of time, to ensure that the relevant property is in compliance with this chapter.
City	City of Spokane
Code Compliance Officer	A regular or special commissioned officer
Evidence of Foreclosure Status	Any condition that, on its own or combined with other conditions present, would lead a reasonable person to believe that the property is a Foreclosure Property. Such conditions include, but are not limited to, overgrown and/or dead vegetation; accumulation of newspapers, circulars, flyers and/or mail; past due utility notices and/or disconnected utilities; accumulation of trash, junk, and/or debris; statements by neighbors, passersby, delivery agents, or government employees that the property is in foreclosure; the presence of boards over

	doors, windows or other openings in violation of applicable building code; and for residential properties, the absence of window coverings such as curtains, blinds, and/or shutters; the absence of furnishings and/or personal items consistent with residential habitation.
Foreclosure	The legal processes described in Title 61, Revised Code of Washington, in which a mortgagee or other lien holder terminates a property owner's equitable right of redemption to obtain legal and equitable title to the real property pledged as security for a debt or the real property subject to the lien. For purposes of this section, the foreclosure process is not concluded until the property obtained by the mortgagee, lien holder, or their designee, by certificate of title or other means, is sold to a non-related, bona fide purchaser in an arms'-length transaction to satisfy the debt or lien.
Foreclosure Property	<p>A property that is (1) under a current notice of default and/or notice of trustee's sale; (2) the subject of a pending tax assessor's lien sale; (3) the subject of a foreclosure sale where the title was retained by the beneficiary of a deed of trust involved in the foreclosure; (4) a property title to which has been transferred under a deed in lieu of foreclosure/sale, or (5) subject to a contract forfeiture.</p> <p>Property acquired by Spokane County at a tax foreclosure sale under chapter 84.64 RCW is not "Foreclosure Property" within the meaning of this section.</p> <p>For purposes of this section, a property remains a Foreclosure Property until it is sold at an arms'-length transaction to a non-related bona fide purchaser or until the foreclosure action has been dismissed and any default has been cured.</p>
Graffiti	Graffiti means the unauthorized writing, painting, drawing, inscription, figure, or mark of any type that has been placed upon property through the use of paint, ink, chalk, dye, markers, objects, adhesive

	material, or any other substance capable of marking property.
Impound	To take and hold a vehicle in legal custody.
Inoperable Vehicle	A vehicle incapable of operating legally on a public highway, including but not limited to not having a current or valid registration plate.
Junk Vehicle	A vehicle certified under RCW 46.55.230 as meeting at least three of the following requirements: <ul style="list-style-type: none"> • is three years old or older; • is extensively damaged, such damage including but not limited to any of the following: <ol style="list-style-type: none"> i. a broken window or windshield ii. missing wheels, tires, motor or transmission; • is apparently inoperable; or • has an approximate fair market value equal only to the approximate value of the scrap in it.
Lender	Any person who makes, extends, holds, or services a real estate loan agreement and includes, but is not limited to, mortgagees; beneficiaries under deeds of trust; underwriters under deeds of trust; vendors under conditional land sales contracts; trustees and a successor in interest to any mortgagee, beneficiary, vendor or trustee and any other lien holder on the property. The term also includes any mortgagee, beneficiary, or trustee that accepts a deed in lieu of foreclosure
Litter	All waste material, including but not limited to disposable packages or containers, thrown, deposited, or accumulated on private property.
Local Agent	An individual property manager, property management company, or similar person or entity, located in Spokane County and responsible for, having the authority to make decisions and required expenditures concerning, the maintenance and security of a Foreclosure Property and the

	abatement of nuisance conditions at the property.
Nuisance or Public Nuisance	Shares the same definition as Nuisance and Public Nuisance in RCW 7.48.120 and 7.48.130
Property Owner	Any individual or group of natural persons, partnership, association, corporation, or other entity having legal or beneficial title in real property, including any borrower. This term includes the term “landowner” as defined in RCW 46.55.230
Responsible Party	Any person, partnership, association, corporation, or fiduciary having legal or equitable title to or any interest in any real property, including but not limited to an owner, borrower, local agent, lender, or lessee of leased property, if the lessee is responsible for property maintenance.
Vacant Buildings or Property	Any building or structure and surrounding grounds that are not occupied and have not been occupied during the preceding one hundred eighty (180) days.
Vehicle	Shares the same definition as the definition of “vehicle” in RCW 46.04.670

Section 4. 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 thirty (30) calendar days from the effective date to register the property with the 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 the 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~~) that 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 a 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~~) 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 5. 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 6. That Section 10.70.070 of the Spokane Municipal Code is amended to read as follows:

Section 10.70.070 Maximum Permissible Environmental Sound Levels

- A. Maximum Permissible Environmental Sounds.

For sound sources located within the city, no sound is permitted to exceed the maximum permissible exterior sound levels established by WAC 173-60. Maximum permissible sound levels are as follows:

EDNA of Noise Source	EDNA of Receiving Property		
	Class A (dBA)	Class B (dBA)	Class C (dBA)
Class A	55	57	60
Class B	57	60	65
Class C	60	65	70
Class A - Residential Zones			
Class B - Commercial, Office, Retail Zones			
Class C - Industrial Zones			

- B. The maximum permissible sound levels established by this chapter are modified as follows:

1. Reduce by ten dBA between the hours of ten p.m. to seven a.m. for receiving property in Class A EDNAs; and
 2. Increase for short duration for any receiving property at any time:
 - a. Increase by five dBA for fifteen minutes (L08) in any one-hour period; or
 - b. Increase by ten dBA for five minutes (L02) in any one-hour period; or
 - c. Increase by fifteen dBA for one and a half minutes (Lmax) in any one-hour period; and
- C. Where a receiving property lies within more than one EDNA classification, the maximum permissible sound level shall be determined by the most noise-sensitive EDNA zone.
- D. The point of measurement shall be at the property boundary of the receiving property.
- E. Enforcing authority: (~~code enforcement and parking services or police department.~~) Code Enforcement Department or Spokane Police.

Section 7. That Section 10.70.080 of the Spokane Municipal Code is amended to read as follows:

Section 10.70.080 Commercial Noise

- A. Commercial and exterior electrical equipment noises are subject to the sound limits of [SMC 10.70.070](#).
- B. Enforcing authority: (~~code enforcement and parking services department.~~) Code Enforcement Department

Section 8. That Section 12.01.010 of the Spokane Municipal Code is amended to read as follows:

Section 12.01.010 Sidewalk Maintenance – Owner’s Responsibility

- A. Every owner and occupant of premises shall keep the sidewalk area₁, including tree grates adjacent to any portion of the real property (including corners)₂, in good and safe condition and repair at all times.

- B. Where the Director of Engineering Services determines there has been a failure to comply with this section, the Director or their designee may send written notice to the premises advising of the violation. If the violation is not corrected, the Director or their designee may proceed to remove or repair the condition, at the owner's and/or occupant's sole expense and liability.
- C. The Directors of Engineering Services, Development Services, Code Enforcement ((and Parking Services)), and the City Engineer are authorized to waive license, bonding, and insurance requirements for minor repairs on existing sidewalks.
- D. The City Engineer, along with the Development Services and the Code Enforcement ((and Parking Services)) departments, shall develop and publish a public rule defining the types of sidewalk projects that qualify as minor repairs.
- E. Nothing in this section shall be construed to waive building and construction permit and inspection requirements.

Section 9. That Section 16A.04.100 of the Spokane Municipal Code is amended to read as follows:

Section 16A.04.100 Transportation Definitions

~~((A. Alley.~~

~~A public highway not designed for general travel and used primarily as a means of access to the rear of residences and business establishments. (RCW 46.04.020)~~

~~B. Block Face.~~

~~One side of a street, inclusive of the public right-of-way between two consecutive features intersecting that street. The features can be other streets or boundaries of standard geographic areas.~~

~~C. Charging Session.~~

~~An event starting when a user or a vehicle initiates a refueling event and stops when a user or a vehicle ends a refueling event (RCW 19.94.010)~~

~~D. City Street or Street.~~

~~Every public highway, or part thereof located within the limits of cities and towns, except alleys. (RCW 46.04.120)~~

~~E. Commercial Vehicle.~~

~~Any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire. (RCW 46.04.140)~~

~~F.—Congested District.~~

~~The area established within the Paid Parking Zone bounded and identified on the [Paid Parking Zone Map](#).~~

~~G. Definitions Generally.~~

~~Words and phrases, wherever used in this subtitle shall have the meaning ascribed to them in this Chapter except where otherwise defined, and unless where used the context thereof shall clearly indicate to the contrary. (RCW 46.04.010)~~

~~H. Electric Vehicle.~~

~~Any vehicle that operates, either partially or exclusively, on electrical energy from (the grid or) an off-board source, that is stored on-board for motive purpose. Includes any one of the following:~~

- ~~1. A "battery electric vehicle," any vehicle that operates exclusively on electrical energy from an off-board source that is stored in the vehicle's batteries and produces zero tailpipe emissions or pollution when stationary or operating.~~
- ~~2. A "plug-in hybrid electric vehicle (PHEV)," an electric vehicle that a) contains an internal combustion engine and also allows power to be delivered to drive wheels by an electric motor; b) charges its battery primarily by connecting to the grid or other off-board electrical source; c) may additionally be able to sustain battery charge using an on-board internal-combustion-driven generator; and 4) has the ability to travel powered by electricity~~
- ~~3. A "neighborhood electric vehicle," a self-propelled, electrically powered four-wheeled motor vehicle whose speed attainable in one mile is more than 20 miles per hour and not more than 25 miles per hour and conforms to federal regulations set forth in 49 C.F.R. Sec. 571.500.~~
- ~~4. A "medium-speed electric vehicle," a self-propelled, electrically powered four-wheeled motor vehicle, equipped with a roll cage or crush-proof body design, whose speed attainable in one mile is more than 25 miles per hour but not more than 35 miles per hour and otherwise meets or exceeds the federal regulations set forth in 49 C.F.R. Sec. 571.500.~~

~~I.—Electric Vehicle Parking Space.~~

~~Any signed parking space that identifies the use to be exclusively for the parking of an electric vehicle.~~

~~J. Electric Vehicle Service Provider.~~

~~The entity responsible for operating one or more networked or nonnetworked electric vehicle supply equipment. Operating includes but is not limited to: Sending commands or messages to a networked electric vehicle supply equipment; receiving commands or messages from a networked electric vehicle supply equipment; or providing billing, maintenance, reservations, or other services to a nonnetworked or networked electric vehicle supply equipment. An electric vehicle service provider may designate another entity to act as the electric vehicle service provider for purposes of this chapter. A state agency, an electric utility as defined in RCW 19.405.020, or a municipal corporation as defined in RCW 39.69.010 is considered an electric vehicle service provider when responsible for operating one or more publicly available electric vehicle supply equipment. (RCW 19.94.010)~~

~~K. Electric Vehicle Supply Equipment.~~

~~The unit controlling the power supply to one or more vehicles during a charging session (including, but not limited to, level 2 electric vehicle supply equipment and direct current fast chargers). (RCW 19.94.010)~~

~~L. Entertainment Parking District (EPD).~~

~~The area established within the Paid Parking Zone for the purpose of meeting the specific operational and parking needs of the entertainment venues contained within the EPD as bounded and identified on the [Paid Parking Zone Map](#).~~

~~M. Fire Lane.~~

~~An area on public or private property reserved for providing Fire Department access to structures, firefighting fixtures, or equipment.~~

~~N. Highway.~~

~~The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel. (RCW 46.04.197)~~

~~O. Non-passenger Vehicle (NPV).~~

~~Any vehicle which does not meet the definition of a passenger vehicle ([SMC 16A.04.100](#)) which includes but is not limited to: any vehicle requiring a commercial safety fee, limousine, any vehicle with over a one ton (thirty-five hundred) rating, vehicle requiring a commercial driver's license (CDL) to operate, farm vehicle, motor home, trailer of any type, camper, watercraft, or snowmobile.~~

~~P. Paid Parking Zone.~~

~~Portions of streets which the parking of vehicles shall be controlled, regulated and inspected with the aid of devices, herein referred to as parking payment devices. The Paid Parking Zone is bounded and identified on the [Paid Parking Zone Map](#).~~

~~Q. Park or Parking.~~

~~The standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading property or passengers. (RCW 46.04.381)~~

~~R. Parking Holidays.~~

~~Except for parking spaces at Spokane International Airport and Felts Field as authorized by [SMC 12.03.0600](#) and [SMC 12.03.0602](#), or where otherwise indicated by signposting in the area or for individual spaces, parking spaces regulated by a parking payment device may be used without charge during all hours on: Sundays, New Year's Day, Martin Luther King, Jr.'s Birthday, President's Day — Third Monday in February, Memorial Day, Juneteenth, Independence Day — July 4th, Labor Day, Indigenous Peoples' Day — Second Monday in October, Veteran's Day — November 11th, Thanksgiving Day, and Christmas Day. Where a foregoing holiday falls on a Sunday, the immediately following Monday is observed. On days designated in the foregoing, vehicles shall adhere to posted time limit regulations.~~

~~S. Parking Manager.~~

~~The Director of Code Enforcement and Parking Services or their designee.~~

~~T. Parking Payment Device.~~

~~Any device used to accept payment for parking, such as parking meters, pay station kiosks, mobile devices, or other methods approved by the Parking Manager.~~

~~U. Parking Permit.~~

~~A privilege that allows its holder to access certain parking spaces and locations, which form includes, but is not limited to, a printed pass, decal, or electronic privilege associated with a specific vehicle license plate.~~

~~V. Parking Space.~~

~~The area on or adjacent to the roadway in which to stop, stand, or park a vehicle that is controlled by a parking payment device designated by lines, curb paint, posted sign, meter decal, or other markings.~~

~~W. Passenger Vehicle.~~

~~Every motor vehicle, except motorcycles and motor-driven cycles, designed for carrying ten (10) passengers or less and used for the transportation of persons.~~

~~X. Public Right-of-Way~~

~~A right-of-way that is dedicated or deeded to the public for public use and under the control of a public agency.~~

~~Y. Residential Parking Permit Definitions~~

~~For the purposes of [SMC 16A.06.070](#) only, the terms in this section have the following meanings:~~

- ~~1. "Downtown residential parking district" or "DRPD" means a portion of the street commonly used for vehicular parking where vehicles properly displaying a parking permit or other city-approved authorization are exempt from the payment required pursuant to [SMC 16A.05.280](#).~~
- ~~2. "Downtown residential parking district permit" or "DRPD permit" means a printed pass, decal, electronic privilege associated with a specific vehicle license plate, or other identification issued to an eligible person to be displayed in or on the vehicle, as directed by the City, that enables it to park in a downtown residential parking district.~~
- ~~3. "Resident" means any person residing in a household unit that is located within downtown residential parking district.~~
- ~~4. "Household Unit" means any self-contained house, apartment, condominium, town house, detached or attached accessory dwelling unit, or group home that contains living, sleeping and cooking quarters and is used by of any number of related persons or up to six unrelated individuals. Each unit of a multiple-unit residential dwelling is considered a separate household unit.~~

~~Z. Retail Zone of the Congested District.~~

~~The area established within the Paid Parking Zone bounded and identified on the [Paid Parking Zone Map](#).~~

~~AA. Roadway.~~

~~Portion of a highway improved, designed, or ordinarily used for vehicular travel, exclusive of the sidewalk or shoulder even though such sidewalk or shoulder is used by persons riding bicycles. In the event a highway includes two or more separated roadways, the term "roadway" shall refer to any such roadway separately but shall not refer to all such~~

~~roadways collectively. (RCW 46.04.500)~~

~~BB. Safety Zone.~~

~~The area or space officially set apart within a roadway for the exclusive use of pedestrians and which is protected or is marked or indicated by painted marks, signs, buttons, standards, or otherwise, so as to be plainly discernible. (RCW 46.04.510)~~

~~CC. Stand or Standing.~~

~~The halting of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in receiving or discharging passengers. (RCW 46.04.555)~~

~~DD. Stop or Stopping.~~

~~Any halting even momentarily of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control sign or signal. (RCW 46.04.566)~~

~~EE. Taxicab, Cab, or Taxi~~

~~A for-hire vehicle held out to the public as providing transportation for passengers and/or articles for compensation and:~~

- ~~1. where the route traveled or destination is controlled by the customer;~~
- ~~2. that carries signs or indicia of a "taxi," "taxicab," or "cab" and is equipped as described in [SMC 10.34A.090](#);~~
- ~~3. where the fare is based on an amount recorded and indicated on a taximeter or by a special contract rate; and~~
- ~~4. where the vehicle is dispatched by radio or cell phone, or the ride is obtained by the use of a street hail.~~

~~FF. Temporary No Parking Zone~~

- ~~1. A parking space where an approved temporary no parking zone has been established and designated by temporary sign(s), barricade(s), meter cover(s) or other devices approved by the Parking Manager.~~
- ~~2. A temporary no parking zone will only become valid and enforceable if the zone has been established with signage for at least 24 hours giving notice that a vehicle will be removed if illegally parked in the zone and where such vehicle is interfering~~

with the proper and intended use of such zones.

~~GG. Vehicle.~~

~~A device capable of being moved upon a street or alley and in, upon, or by which any person or property is or may be transported or drawn upon a public highway. "Vehicle" excludes, except where specifically referenced:~~

- ~~1. A power wheelchair or device other than a bicycle moved by human or animal power or used exclusively upon stationary rails or tracks;~~
- ~~2. A bicycle and a motorized foot scooter;~~
- ~~3. An electric personal assistive mobility device and a motorized foot scooter; and,~~
- ~~4. A golf cart.))~~

The following definitions apply to the terms in this Title 16A unless a different definition is expressly provided:

Term	Definition
Accessible Pedestrian Signals (APS)	Accessible Pedestrian Signals (APS) means integrated devices that communicate information about the "WALK" and "DON'T WALK" intervals at signalized intersections in non-visual formats to pedestrians who are blind or have low vision.
Alley	An alley means a public highway not designed for general travel and used primarily as a means of access to the rear of residences and business establishments. (RCW 46.04.020)
Application-based Rental of Electronically Activated Personal Transportation Devices	Application-based Rental of Electronically Activated Personal Transportation Devices means a method of renting a personal transportation device solely by means of a smartphone-enabled software application.
Approved Bicycle Helmet	Approved Bicycle Helmet means a head covering designed for safety that shall meet or exceed the requirements safety standards adopted by the U.S. Consumer Product Safety Commission (CPSC) 15 USCS 6004, or Z-00.4 set by the American National Standards Institute (ANSI), the

	Snell Foundation, the ASTM (American Society for Testing and Materials), or other subsequent nationally recognized standard for helmet performance as the county may adopt. The helmet must be equipped with either a neck or chinstrap that shall be fastened securely while the wheeled vehicle is in motion.
Authorized Personnel	Authorized Personnel means persons authorized to operate utility vehicles on public property and includes designated employees of Spokane Police and Spokane Parks and Recreation, as well as agents of any other public entity designated by, or contracting with, the City of Spokane for the maintenance of public properties.
Authorized Use	Authorized Use means the use of a utility vehicle that is city-owned or authorized and by someone who is authorized to operate the vehicle for a purpose described in SMC 16A.65.020.
Block Face	Block Face is one side of a street, inclusive of the public right-of-way between two consecutive features intersecting that street. The features can be other streets or boundaries of standard geographic areas.
Boat Livery	A Boat Livery means a business that holds any vessel for renting or leasing.
Boating Accident	Boating Accident means a collision, sinking, fire, explosion, injury, or loss of life that involves a vessel, its equipment, or its appendages.
Buoy	A Buoy is a floating device or marker anchored in the water. All buoys, except for recreational buoys, shall comply with the Uniform State Waterway Marking System (USWMS).
Buoy Line	Buoy Line means a straight line that would exist if drawn between the closest safety buoys.
Charging Session	Charging Session is an event starting when a user or a vehicle initiates a refueling event and stops when a user or a vehicle ends a refueling event (RCW 19.94.010)

City-Authorized Utility Vehicle	City-Authorized Utility Vehicle means a small motorized four-wheel off-road vehicle owned or authorized by the City of Spokane and used to carry out specific tasks, such as those related to park security, law enforcement, or emergency management. Utility vehicles do not include golf carts, motorized personal transportation devices, bicycles, or other non-motorized vehicles.
Commercial Vehicle	Commercial Vehicle is any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire. (RCW 46.04.140)
Congested District	The Congested District is the area established within the Paid Parking Zone bounded and identified on the Paid Parking Zone Map .
Dock	Dock means any manmade platform extending from the shoreline into the water.
Downtown Residential Parking District (DRPD)	Downtown Residential Parking District (DRPD) means a portion of the street commonly used for vehicular parking where vehicles properly displaying a parking permit or other City-approved authorization are exempt from the payment required pursuant to SMC 16A.05.280 .
Downtown Residential Parking District Permit (DRPD Permit)	Downtown Residential Parking District Permit (DRPD Permit) means a printed pass, decal, electronic privilege associated with a specific vehicle license plate, or other identification issued to an eligible person to be displayed in or on the vehicle, as directed by the City, that enables it to park in a Downtown Residential Parking District.
Electric Vehicle	An Electric Vehicle is any vehicle that operates, either partially or exclusively, on electrical energy from (the grid or) an off-board source, that is stored on-board for motive purposes. Includes any one of the following:

	<ol style="list-style-type: none"> 1. A "battery electric vehicle," any vehicle that operates exclusively on electrical energy from an off-board source that is stored in the vehicle's batteries and produces zero tailpipe emissions or pollution when stationary or operating. 2. A "plug-in hybrid electric vehicle (PHEV)," an electric vehicle that a) contains an internal combustion engine and also allows power to be delivered to drive wheels by an electric motor; b) charges its battery primarily by connecting to the grid or other off-board electrical source; c) may additionally be able to sustain battery charge using an on-board internal-combustion-driven generator; and 4) can travel powered by electricity. 3. A "neighborhood electric vehicle," a self-propelled, electrically powered four-wheeled motor vehicle whose speed attainable in one mile is more than 20 miles per hour and not more than 25 miles per hour and conforms to federal regulations set forth in 49 C.F.R Sec. 571.500. 4. A "medium-speed electric vehicle," a self-propelled, electrically powered four-wheeled motor vehicle, equipped with a roll cage or crush-proof body design, whose speed attainable in one mile is more than 25 miles per hour but not more than 35 miles per hour, and otherwise meets or exceeds the federal regulations outlined in 49 C.F.R. Sec. 571.500.
Electric Vehicle Parking Space	An Electric Vehicle Parking Space is any signed parking space that identifies the

	use to be exclusively for the parking of an electric vehicle.
Electric Vehicle Service Provider	An Electric Vehicle Service Provider is the entity responsible for operating one or more networked or non-networked electric vehicle supply equipment. Operating includes but is not limited to: Sending commands or messages to a networked electric vehicle supply equipment; receiving commands or messages from a networked electric vehicle supply equipment; or providing billing, maintenance, reservations, or other services to a non-networked or networked electric vehicle supply equipment. An electric vehicle service provider may designate another entity to act as the electric vehicle service provider for purposes of this chapter. A state agency, an electric utility as defined in RCW 19.405.020, or a municipal corporation as defined in RCW 39.69.010 is considered an electric vehicle service provider when responsible for operating one or more publicly available electric vehicle supply equipment. (RCW 19.94.010)
Electric Vehicle Supply Equipment	Electric Vehicle Supply Equipment is the unit controlling the power supply to one or more vehicles during a charging session (including, but not limited to, level 2 electric vehicle supply equipment and direct current fast chargers). (RCW 19.94.010)
Entertainment Parking District (EPD)	The Entertainment Parking District is the area established within the Paid Parking Zone for the purpose of meeting the specific operational and parking needs of the entertainment venues contained within the EPD as bounded and identified on the Paid Parking Zone Map .
Fire Lane	A Fire Lane is an area on public or private property reserved for providing Fire Department access to structures, firefighting fixtures, or equipment.
Flotation Device	Flotation Device means any device used or capable of being used as a means of transportation on the water and shall

	include, but not be limited to, inflatable beach toys, rubber inner tubes, rafts and air mattresses.
Highway	A Highway is the entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel. (RCW 46.04.197)
Household Unit	For purposes of the Downtown Residential Parking District, a Household Unit means any self-contained house, apartment, condominium, townhouse, detached or attached accessory dwelling unit, or group home that contains living, sleeping, and cooking quarters and is used by any number of related persons or up to six unrelated individuals. Each unit of a multiple-unit residential dwelling is considered a separate household unit.
Incidental Use	Incidental Use means very limited use of a utility vehicle on City streets, including entering the roadway, crossing a street, and otherwise traveling on a public right of way for the brief period necessary to access public property and, where authorized, to plow snow and ice from crosswalks.
Leading Pedestrian Interval	Leading Pedestrian Interval means a period of time during which an advance pedestrian green (i.e., "WALK" indication) for a crosswalk is displayed for a minimum of three seconds while red indications continue to be displayed to parallel, through, and/or turning vehicular traffic.
Modified or Enhanced	Modified or Enhanced means to alter the settings, displacement/horsepower, or muffler effect to achieve greater power and/or performance than provided when the unit was delivered from the factory for sale.
Mooring Buoy	A Mooring Buoy is a buoy placed for the mooring of vessels. Such buoys will be white with a blue stripe on top.
Motorboat	Motorboat means any vessel propelled in whole or in part by machinery, including

	those temporarily equipped with detachable motors.
Motorized Foot Scooter	Motorized Foot Scooter means a device with no more than two twelve-inch or smaller diameter wheels that has handlebars, is designed to be stood upon, but may have a seat, and is powered by an internal combustion engine or electric motor that is capable of propelling the device with or without human propulsion.
Motorized Personal Transportation Device	Motorized Personal Transportation Device means motorized foot scooters, motorized skateboards, electronic personal assistive transportation devices, and all other similar devices, but shall be deemed to exclude motorized wheelchairs, motor-driven cycles, mopeds, and motorcycles.
Motorized Skateboard	Motorized Skateboard means every device with a platform having one or more sets of wheels beneath it, which the rider balances on top of, and which is either propelled by an attached or auxiliary, electric or gasoline motor.
Moving Water	Moving Water means a waterway that has a flow of water that can be measured in cubic feet per second.
Navigation Lights	Navigation Lights means a red port light and a green starboard light, and a white stern light visible at a distance of one hundred yards.
Non-Motorized Vessel	Non-Motorized Vessel means sailboats or vessels that are paddled, poled, or rowed.
Non-Passenger Vehicle (NPV)	A Non-Passenger Vehicle (NPV) is any vehicle which does not meet the definition of a passenger vehicle (SMC 16A.04.100) which includes but is not limited to: any vehicle requiring a commercial safety fee, limousine, any vehicle with over a one ton (thirty-five hundred) rating, vehicle requiring a commercial driver's license (CDL) to operate, farm vehicle, motor home, trailer of any type, camper, watercraft, or snowmobile.

Operator	Operator means a person who is in actual physical control or in charge of a vehicle or vessel when it is in use.
Owner	Owner means a person who claims lawful possession of a vehicle or vessel by virtue of legal title or equitable interest therein, which entitles them to such possession.
Paid Parking Zone	Paid Parking Zone is the portion of streets where the parking of vehicles shall be controlled, regulated, and inspected with the aid of devices, herein referred to as parking payment devices. The Paid Parking Zone is bounded and identified on the Paid Parking Zone Map .
Park or Parking	Park or Parking is the standing of a vehicle, whether occupied or not, otherwise than temporarily, for the purpose of and while actually engaged in loading or unloading property or passengers. (RCW 46.04.381)
Parking Holidays	<p>Except for parking spaces at Spokane International Airport and Felts Field as authorized by SMC 12.03.0600 and SMC 12.03.0602, or where otherwise indicated by signposting in the area or for individual spaces, parking spaces regulated by a parking payment device may be used without charge during all hours on:</p> <ul style="list-style-type: none"> a. Sundays; b. New Year’s Day; c. Martin Luther King, Jr.'s Birthday; d. President’s Day – Third Monday in February; e. Memorial Day; f. Juneteenth; g. Independence Day – July 4th; h. Labor Day;

	<ul style="list-style-type: none"> i. Indigenous Peoples’ Day – Second Monday in October; j. Veteran’s Day – November 11th; k. Thanksgiving Day; and l. Christmas Day. <p>Where a foregoing holiday falls on a Sunday, the immediately following Monday is observed. On days designated in the foregoing, vehicles shall adhere to posted time limit regulations.</p>
Parking Payment Device	A Parking Payment Device is any device used to accept payment for parking, such as parking meters, pay station kiosks, mobile devices, or other methods approved by the Parking Services Department.
Parking Permit	A Parking Permit is a privilege that allows its holder to access certain parking spaces and locations. Parking Permits may be in the form of a printed pass, decal, or electronic privilege associated with a specific vehicle license plate.
Parking Space	Parking Space is the area on or adjacent to the roadway in which to stop, stand, or park a vehicle that is controlled by a parking payment device designated by lines, curb paint, posted sign, meter decal, or other markings.
Passenger Vehicle	Passenger Vehicle is every motor vehicle, except motorcycles and motor-driven cycles, designed for carrying ten (10) passengers or less and used for the transportation of persons.
Pedestrian Recall	Pedestrian Recall means a “WALK” mode programmed into signal controllers in which the start of the pedestrian green (“WALK”) indication coincides with the start of the green indication for the through movement parallel to the pedestrian movement and is called once per cycle.
Personal Flotation Device	Personal Flotation Device means life preservers, life vests, flotation rings, or

	<p>buoyant cushions approved by the United States Coast Guard (USCG) and designed to float a person in the water.</p> <ol style="list-style-type: none"> 1. Type I PFDs are designed for rough or remote waters where rescue may take a while. These devices are designed to turn an unconscious person face up in the water. 2. Type II PFDs are designed for calm waters when a quick rescue is likely. These devices may not turn some unconscious persons' face up in the water. 3. Type III PFDs are designed for calm waters when a quick rescue is likely. These devices are not designed for rough waters, as they will not turn most unconscious persons face up in the water. 4. Type IV PFDs are designed to be thrown to a person in the water. They are not designed to be worn. 5. Type V PFDs are designed for special activities such as kayaking and water skiing.
<p>Personal Transportation Device</p>	<p>Personal Transportation Device means bicycles, electric-assist bicycles, foot scooters, motorized foot scooters, skateboards, motorized skateboards, electronic personal assistive transportation devices, and all other similar devices, but excluding motorized wheelchairs, motor-driven cycles, mopeds, and motorcycles.</p>
<p>Personal Watercraft</p>	<p>Personal Watercraft means a Class "A" inboard vessel, as defined by the U.S. Coast Guard, which uses an internal combustion engine powering a water jet pump as its primary source of motive</p>

	propulsion and is designed to be operated by a person or persons sitting, standing or kneeling or being towed behind the product, rather than in the conventional manner of boat operation.
Port	Port is the left side of a vessel while facing forward.
Public Right-of-Way	A Public Right-of-Way is a right-of-way that is dedicated or deeded to the public for public use and under the control of a public agency.
Resident	For purposes of the Downtown Residential Parking District, a Resident means any person residing in a household unit that is located within a Downtown Residential Parking District.
Retail Zone of the Congested District	The Retail Zone of the Congested District is the area established within the Paid Parking Zone bounded and identified on the Paid Parking Zone Map .
Roadway	A Roadway is the portion of a highway improved, designed, or ordinarily used for vehicular travel, exclusive of the sidewalk or shoulder, even though such sidewalk or shoulder is used by persons riding bicycles. In the event a highway includes two or more separated roadways, the term "roadway" shall refer to any such roadway separately but shall not refer to all such roadways collectively. (RCW 46.04.500)
Safety Buoy	Safety Buoy means a buoy placed to regulate or control vessel speed or operations as required for the safety of the public.
Safety Zone	Safety Zone is the area or space officially set apart within a roadway for the exclusive use of pedestrians and which is protected or is marked or indicated by painted marks, signs, buttons, standards, or otherwise, so as to be plainly discernible. (RCW 46.04.510)
Sailboat	Sailboat means any vessel propelled primarily by the wind.
Shoreline	Shoreline means any existing waterline.

Ski or Swimming Dock	Ski or Swimming Dock means a manmade platform anchored to the bottom of a body of water.
Stand or Standing	Stand or Standing is the halting of a vehicle, whether occupied or not, otherwise than temporarily, for the purpose of and while actually engaged in receiving or discharging passengers. (RCW 46.04.555)
Starboard	Starboard means the right side of a vessel while facing forward.
Stop or Stopping	Stop or Stopping is any halting, even momentarily, of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control sign or signal. (RCW 46.04.566)
Street/City Street	City Street/Street is every public highway, or part thereof, located within the limits of cities and towns, except alleys. (RCW 46.04.120)
Taxicab, Cab, or Taxi	<p>Taxicab, Cab, or Tax is a for-hire vehicle held out to the public as providing transportation for passengers and/or articles for compensation and:</p> <ul style="list-style-type: none"> a. where the route traveled or destination is controlled by the customer; b. hat carries signs or indicia of a “taxi,” “taxicab,” or “cab” and is equipped as described in SMC 10.34A.090; c. where the fare is based on an amount recorded and indicated on a taximeter or by a special contract rate; and d. where the vehicle is dispatched by radio or cell phone, or the ride is obtained by the use of a street hail.
Temporary No Parking Zone	A Temporary No Parking Zone is:

	<p>a. A parking space where an approved temporary no parking zone has been established and designated by temporary sign(s), barricade(s), meter cover(s) or other devices approved by the Parking Services Department.</p> <p>b. A temporary no parking zone will only become valid and enforceable if the zone has been established with signage for at least 24 hours giving notice that a vehicle will be removed if illegally parked in the zone, and where such vehicle is interfering with the proper and intended use of such zones.</p>
Unauthorized Use	<p>Unauthorized Use means the use of a utility vehicle that is not owned or authorized by the City of Spokane, or the use of a utility vehicle by a person who is not authorized to operate it on public property within the City limits.</p>
Use	<p>Use means to operate, navigate, or employ.</p>
Vehicle	<p>A Vehicle is a device capable of being moved upon a street or alley and in, upon, or by which any person or property is or may be transported or drawn upon a public highway. "Vehicle" excludes, except where specifically referenced:</p> <ul style="list-style-type: none"> a. A power wheelchair or device other than a bicycle moved by human or animal power or used exclusively upon stationary rails or tracks; b. A bicycle and a motorized foot scooter; c. An electric personal assistive mobility device and a motorized foot scooter; and

	d. A golf cart.
Vessel	Vessel means any watercraft used or capable of being used as a means of transportation on the water. This definition shall include, but not be limited to, the following: <ol style="list-style-type: none"> 1. Rowboats, 2. Sailboats, 3. Motorboats, 4. Canoes, 5. Kayaks, 6. Paddleboards, 7. Flotation Devices, 8. Personal watercraft, and 9. Hovercraft.
Wake Speed	Wake Speed means a slow speed producing a wake not to exceed six inches in height at its apex when reaching any shoreline, dock, or manmade structure on the shoreline, and further not to exceed five miles per hour in any event.
Waterway	Waterway is any water, waterway, lake, river, tributary, canal, lagoon, or connecting waters within the incorporated boundaries of the city of Spokane.

Section 10. That Section 16A.05.060 of the Spokane Municipal Code is amended to read as follows:

Section 16A.05.060 Commercial Loading Zones

- A. No person shall stop, stand, or park a vehicle except an authorized commercial vehicle as defined in [SMC 16A.04.100](#) or other noncommercial vehicles as authorized by the ((Parking Manager)) Parking Services Department during the hours indicated on the signs marking the zones.

- B. No person shall stop, stand, or park an authorized commercial vehicle as defined in [SMC 16A.04.100](#) or other noncommercial vehicles as authorized by the ~~((Parking Manager))~~ Parking Services Department in a signed commercial loading zone for any purpose or length of time other than active and expeditious loading and unloading. In no case shall the stopping, standing, or parking exceed thirty (30) minutes.

Section 11. That Section 16A.06.010 of the Spokane Municipal Code is amended to read as follows:

Section 16A.06.010 Permits – Generally

A. Purpose.

A parking permit may be issued to allow a vehicle to legally park in violation of specific parking regulations. A parking permit may apply in a designated parking district or zone, paid parking space, or elsewhere, depending on the specifications of the permit.

B. Authority.

The ~~((Parking Manager))~~ Parking Services Department is hereby authorized to administer a system for the issuance of parking permits and to collect fees therefor.

C. Application.

1. Application for any parking permit required by this Chapter shall be made to the Parking Services Department on forms provided for such purpose.
2. All parking permit applications shall include, at a minimum, the following information:
 - a. The name, address, and other current contact information for the applicant;
 - b. The license plate number and make, model, and year of the vehicle for which the parking permit is sought;
 - c. A statement signed and sworn by the applicant, under penalty of perjury, that all information submitted is complete, true, and accurate to the best of their knowledge; and
 - d. A copy of the current vehicle registration.
3. The ~~((Parking Manager))~~ Parking Services Department may deny a parking permit application based on a demonstrated history of improper use by the

applicant during the previous twelve (12) months.

D. Outstanding Parking Fees and Fines.

~~((4-))~~ Outstanding parking fees and fines must be resolved prior to the issuance of any parking permit type.

E. Fees.

Parking permits for authorized vehicles shall be issued, pending approval by the ~~((Parking Manager))~~ Parking Services Department, by the City upon application therefore and the paying of the fee as established in the [City of Spokane Parking Fee Schedule \(SMC 08.02.083\(A\)\)](#).

F. Proper Display of Parking Permit.

Parking permits shall be properly displayed as directed by the City.

G. Maximum Number of Parking Permits Issued.

The ~~((parking manger))~~ Parking Services Department may limit the number of any type or zone parking permit.

H. Prohibition.

1. The provisions of this Chapter do not supersede any other provisions of the Spokane Municipal Code with respect to general parking regulations.
2. It is unlawful to falsely represent oneself as eligible for a parking permit under this Chapter or to furnish any false information in, or in conjunction with, an application for a parking permit. It shall be unlawful to attempt or to reproduce or alter any parking permit issued by the City.
3. Parking permits may be transferred upon review and approval by the ~~((Parking Manager))~~ Parking Services Department.
4. Parking permits may be revoked in the event Parking Services Department determines that the owner of the vehicle, or the vehicle itself, for which a parking permit has been issued, no longer meets the eligibility requirements established by Parking Services Department. Upon no longer meeting the eligibility requirements, the holder of the parking permit shall surrender such parking permit to the Parking Services Department.

5. Violation of parking permit use shall result in the permit being revoked, cancellation of the permit, forfeiture of any fees paid or deposit, and may result in the forfeiture of future reservations if applicable.

Section 12. That Section 16A.06.020 of the Spokane Municipal Code is amended to read as follows:

Section 16A.06.020 Commercial Loading Zone Parking Permits

A commercial loading zone parking permit allows parking in any area designated by the parking permit. The parking permit may contain restrictions as deemed necessary by the ~~((Parking Manager))~~ Parking Services Department.

Section 13. That Section 16A.06.060 of the Spokane Municipal Code is amended to read as follows:

Section 16A.06.060 Temporary Curb Space Parking Permits

- A. The ~~((Parking Manager))~~ Parking Services Department may authorize temporary curb space parking permits for a verified nonprofit organization vehicle for use in a temporary no parking zone. The ~~((Parking Manager))~~ Parking Services Department shall not authorize temporary curb space parking permits for commercial purposes in the roadway.
- B. A temporary curb space parking permit allows parking in any area designated by the parking permit. The parking permit may contain restrictions as deemed necessary by the ~~((Parking Manager))~~ Parking Services Department.

Section 14. That Section 16A.06.070 of the Spokane Municipal Code is amended to read as follows:

Section 16A.06.070 Downtown Residential Parking District (DRPD) Permits

- A. Designation of Downtown Residential Parking District.

Residents of multifamily residential properties located within the Paid Parking Zone may purchase parking permits to park at designated locations within the Paid Parking Zone without additional payment at the Paid Parking Devices.

- B. Administration of Downtown Residential Parking Districts

1. In any ~~((DRPD))~~ Downtown Residential Parking District, the ~~((Parking Manager))~~ Parking Services Department may issue parking permits or other

means of identification, maintain lists of vehicles owned or used by parking permit holders, or adopt any other reasonable means of distinguishing vehicles that are validly parked in ~~((an DRPD))~~ a Downtown Residential Parking District.

- a. A parking permit shall not guarantee or reserve to the holder an on-street parking space within the designated ~~((DRPD))~~ Downtown Residential Parking District.
 - b. ~~((DRPD))~~ Downtown Residential Parking District permits must be used within the assigned, designated area, as instructed by the City.
2. Residency. In addition to the parking permit application and requirements set forth in [SMC 16A.06.010](#), all applicants for ~~((an DRPD))~~ Downtown Residential Parking District permit shall also demonstrate proof of the applicant's residency within the applicable ~~((DRPD))~~ Downtown Residential Parking District zone, which may include documented proof that the applicant's vehicle is registered to a residence within the ~~((DRPD))~~ Downtown Residential Parking District.
 3. Authority To Regulate. In order to maintain the integrity of the downtown core, ensure a balanced system with multiple competing needs for on-street parking, and properly manage ~~((DRPD))~~ Downtown Residential Parking District zones, ~~((parking services))~~ the Parking Services Department may:
 - a. Limit the number of ~~((DRPD))~~ Downtown Residential Parking District parking permits issued per household;
 - b. Limit the total number of parking permits issued within an entire ~~((DRPD))~~ Downtown Residential Parking District zone;
 - c. Charge a fee for ~~((DRPD))~~ Downtown Residential Parking District permits before their issuance; and
 4. Term. All ~~((DRPD))~~ Downtown Residential Parking District parking permits shall be issued with a term not to exceed one year to residents who comply with the requirements as set forth in this Chapter.

Section 15. That Section 16A.06.080 of the Spokane Municipal Code is amended to read as follows:

Section 16A.06.080 Parking Space Reservation Permit

A parking space reservation permit allows parking within a designated parking space. The parking permit may contain allowances and restrictions as deemed necessary by the ((Parking Manager)) Parking Services Department.

Section 16. That Section 16A.06.090 of the Spokane Municipal Code is amended to read as follows:

Section 16A.06.090 Temporary Parking Permit

A temporary parking permit allows parking in any area designated by the parking permit. The parking permit may contain restrictions as deemed necessary by the ((Parking Manager)) Parking Services Department.

Section 17. That Section 16A.07.010 of the Spokane Municipal Code is amended to read as follows:

Section 16A.07.010 Authority of the ((Parking Manager)) Parking Services Department

The ((Parking Manager)) Parking Services Department is hereby authorized to:

- A. establish on-street parking rates and time limits according to [SMC 08.02.083\(B\)](#);
- B. establish loading zones, safety zones, passenger loading zones, bus stops, taxi zones, and other restricted parking places, from time to time, at the locations on the public streets and highways as may be in the interest of public safety and convenience, and direct that the same be designated by appropriate signs or other markers to facilitate the movement of traffic, to eliminate congestion and danger, and to promote and maintain a more effective use of the streets and highways;
- C. grant special permissions for loading and unloading in alleys, passenger loading zones, commercial loading zones, or in ((city)) City rights-of-way and other ((city-controlled)) City-controlled parking areas under the jurisdiction of the City of Spokane;
- D. manage and update the [Paid Parking Zone map](#);
- E. direct the installation of parking payment devices in locations within the Paid Parking Zone;
- F. impound unauthorized vehicles on public property; and
- G. issue civil infractions for all violations of this chapter.

Section 18. That Section 16A.07.060 of the Spokane Municipal Code is amended to read as follows:

Section 16A.07.060 Vehicle Immobilization and Impoundment

A. Definitions

- ~~((1. "Impound" means to take and hold a vehicle in legal custody.~~
- ~~2. "Immobilization device" means a device which immobilizes the vehicle by either clamping and locking to a wheel impeding movement of the vehicle, or by attaching to the vehicle's windshield in such a manner to obscure the view of the driver, thereby preventing legal operation of the vehicle.~~
- ~~3. "Public impound" means that the vehicle has been impounded at the direction of a law enforcement officer or by a public official having jurisdiction over the public property upon which the vehicle was located.~~
- ~~4. "Public Property" means any street, road, public highway or other publicly owned property.~~
- ~~5. "Scofflaw" means a vehicle which has been issued four (4) or more parking tickets which remain unpaid more than forty-five (45) days after the issuance of the ticket.~~
- ~~6. "Unauthorized vehicle", for purposes of this section, means a vehicle that is subject to impoundment after being left unattended in one of the following circumstances:

 - ~~a. Constituting an accident or a traffic hazard as defined in RCW 46.55.113;~~
 - ~~b. On a highway and tagged as described in RCW 46.55.085;~~
 - ~~c. In a publicly owned or controlled parking facility, properly posted under RCW 46.55.070; or,~~
 - ~~d. In violation of any of the restrictions subject to vehicle impoundment under [SMC 16A.07.070](#) or [SMC 16A.07.080](#).)~~~~

The following definitions apply to the terms in this chapter:

Term	Definition
Impound	"Impound" means to take and hold a vehicle in legal custody.

Immobilization device	"Immobilization device" means a device that immobilizes the vehicle by either clamping and locking to a wheel impeding movement of the vehicle, or by attaching to the vehicle's windshield in such a manner to obscure the view of the driver, thereby preventing legal operation of the vehicle.
Public impound	"Public impound" means that the vehicle has been impounded at the direction of a law enforcement officer or by a public official having jurisdiction over the public property upon which the vehicle was located.
Public Property	"Public Property" means any street, road, public highway, or other publicly owned property.
Scofflaw	"Scofflaw" means a vehicle that has been issued four (4) or more parking tickets which remain unpaid for more than forty-five (45) days after the issuance of the ticket.
Unauthorized vehicle	<p>"Unauthorized vehicle", for purposes of this section, means a vehicle that is subject to impoundment after being left unattended in one of the following circumstances:</p> <ul style="list-style-type: none"> a. Constituting an accident or a traffic hazard as defined in RCW 46.55.113; b. On a highway and tagged as described in RCW 46.55.085; c. In a publicly owned or controlled parking facility, properly posted under RCW 46.55.070; or d. In violation of any of the restrictions subject to vehicle impoundment under SMC 16A.07.070 or SMC 16A.07.080.

B. If a vehicle is in violation of the time restrictions of RCW 46.55.010(14) as set forth in ((subsections (6)(a) or (6)(c))) in subsections a and c in the definition of

“Unauthorized vehicle” above, it may be immediately impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction if the vehicle is on public property. Vehicles in violation of ~~((6)(b))~~ Subsection b in the definition of “Unauthorized vehicle” above may be impounded within twenty-four (24) hours.

- C. If a vehicle is in violation of any of the restrictions subject to vehicle impoundment set forth in ~~((section (6)(d)))~~ subsection d in the definition of “Unauthorized vehicle” above, it may be impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction if the vehicle is on public property.
- D. In addition to law enforcement officers, the ~~((Parking Manager))~~ Director of Transportation and Sustainability, or ~~((his or her))~~ their designee, is a public official with jurisdiction over the public property and with authority to authorize impoundment of unauthorized vehicles on public property.
- E. The impoundment of unauthorized vehicles on public property under this section shall incorporate all procedures related to vehicle impoundment as set forth in Chapter 46.55 RCW. Chapter 46.55 RCW, as now enacted or hereinafter amended, is hereby adopted by reference as if fully set forth herein.
- F. Scofflaw List.

As frequently as practicable, the Parking Services Department, working in conjunction with Spokane Municipal Court and the collection agency contracted by the City or Spokane Municipal Court, shall prepare, maintain, and update a scofflaw list.

1. Civil Penalties to Cover Administrative Costs.

There is imposed upon the owner of every vehicle on the scofflaw list a civil penalty of the amount specified in the [City of Spokane Parking Fee Schedule \(SMC 08.02.083\(A\)\)](#) to cover costs of administering the scofflaw list. There is also imposed upon the owner of every vehicle on the scofflaw list that is immobilized or impounded hereunder a civil penalty of the amount specified in the [City of Spokane Parking Fee Schedule \(SMC 08.02.083\(A\)\)](#) to cover the additional administrative costs of immobilization and/or impoundment.

2. Notice.

- a. The City’s contracted collection agency shall give notice by first class mail to the last known registered owner of the vehicle, as disclosed by the vehicle license plate number and as provided by the Washington State Department of Licensing or equivalent vehicle licensing agency of the state in which the vehicle is registered for

each vehicle on the scofflaw list, stating that the vehicle is on the scofflaw list; and

- i. the date and the nature of each ticket overdue, and the amount due on each;
 - ii. that a scofflaw list fee in the amount specified in subsection 1 of this section has been imposed to cover administrative costs;
 - iii. the total amount currently due;
 - iv. a specific deadline for response, no less than ten (10) days after the date of mailing;
 - v. that the owner shall, by said deadline, respond to the notice. Response shall be by paying the total amount due, scheduling a hearing with the Spokane Municipal Court, or by arranging a payment schedule with the City's contracted collection agency for payment of the total amount due; and
 - vi. that if the vehicle owner fails to respond within the prescribed time period, the listed vehicle will be subject to immediate immobilization or impoundment pursuant to the procedures in [SMC 16A.07.060\(F\)](#), payment of the civil penalties imposed in the [City of Spokane Parking Fee Schedule \(SMC 08.02.083\(A\)\)](#) and payment of the costs of immobilization, towing and storage.
- b. The notice required by this subsection is sufficient if mailed to the address provided by the Washington State Department of Licensing; provided, however, that if the City's contracted collection agency, after exercising due diligence, to discover any mailing address, then notice is sufficient if it is posted on the vehicle, or personally served on the vehicle owner or driver, or provided by any other means reasonably calculated to provides notice to vehicle owner or driver.
- c. If the vehicle owner or an agent of the owner pays the fines and fees, including the amount(s) specified in the [City of Spokane Parking Fee Schedule \(SMC 08.02.083\(A\)\)](#), and all towing and storage charges, if any, schedules a hearing with the Spokane Municipal Court, or arranges a payment plan through the City's contracted collection agency, parking services shall remove the vehicle from the scofflaw list. If any parking ticket not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent appears to pay or sets a hearing with the Spokane Municipal Court, such

subsequent tickets shall also be paid before the vehicle is removed from the scofflaw list.

- d. The owner of a vehicle that is subject to the procedures of this section and in [SMC 16A.07.060\(F\)\(3\)](#) and [\(4\)](#), is entitled to a hearing in the Spokane Municipal Court pursuant to RCW 46.55.120 (2)(b) to contest the validity of the immobilization, impoundment, or the amount of towing and storage charges. Any request for a hearing and the resolution thereof shall be as set forth in RCW 46.55.120 (3), which are hereby adopted by reference as now exist or hereafter may be amended.
- e. Failure to appear for a scheduled hearing or to remain current and in good standing on any arranged payment plan with the City's contracted collection agency((;)) will result in the vehicle returning to the scofflaw list and being eligible for immediate immobilization.

3. Immobilization.

- a. If the owner of a vehicle to whom notice has been sent pursuant to [SMC 16A.07.060\(F\)\(2\)](#) fails to respond to the notice within the deadline therein specified by paying all fines, fees, towing, storage and administrative charges then due, including but not limited to the amount(s) specified in the [City of Spokane Parking Fee Schedule \(SMC 08.02.083\(A\)\)](#), the vehicle can be removed from the scofflaw list under [SMC 16A.07.060\(F\)\(2\)\(c\)](#) and may be immobilized by installing an immobilization device on the vehicle.
- b. The person installing the immobilization device shall leave under the windshield wiper or otherwise attach to such vehicle a notice advising the owner that:
 - i. the vehicle has been immobilized by the City of Spokane for failure to pay four or more uncontested parking tickets within forty-five (45) days of their issuance,
 - ii. that release of the immobilization device may be obtained by paying the fines, fees, and civil penalties due,
 - iii. that unless such payments are made within two (2) business days of the date of the notice, the vehicle will be impounded, and
 - iv. that it is unlawful for any person to remove or attempt to remove the immobilization device, to damage the immobilization device, or to move the vehicle with the

immobilization device attached.

- c. No parking restriction otherwise applicable to the vehicle applies while the vehicle is immobilized by an immobilization device installed under the provisions of this section.
- d. Before the vehicle may be released from immobilization, the vehicle owner or an agent of the owner shall pay all fines and fees then due, including but not limited to the amounts specified in the [City of Spokane Parking Fee Schedule \(SMC 08.02.083\(A\)\)](#).

Upon such payment, the vehicle shall be removed from the scofflaw list, and the immobilization device shall promptly be removed from the vehicle. If any parking ticket not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent pays, the subsequent tickets shall also be paid before the vehicle may be removed from the scofflaw list or released from immobilization.

4. Impoundment.

- a. The following vehicles may be impounded:
 - i. A vehicle that was issued eight (8) or more parking tickets that are unpaid forty-five (45) or more days after the date of their issuance, where the registered owner of the vehicle was sent a notice pursuant to [SMC 16A.07.060\(F\)](#) and the owner fails to respond to the notice within the deadline therein specified by paying all fines, fees, towing, storage and administrative charges the vehicle can be removed from the scofflaw list under [SMC 16A.07.060\(F\)\(2\)\(c\)](#); or
 - ii. A vehicle that was immobilized pursuant to [SMC 16A.07.060\(D\)](#) and the vehicle's owner failed to pay all fines, fees, and administrative charges within two (2) business days of the date the vehicle was immobilized, such that the vehicle can be removed from the scofflaw list under [SMC 16A.07.060\(F\)\(2\)\(c\)](#); or
- b. The uniform impound authorization and inventory form provided for by administrative rule by the Washington (~~state patrol~~) [State Patrol](#) pursuant to RCW 46.55.075 shall be used when applicable.

If a vehicle has been impounded pursuant to [SMC 16A.07.060\(F\)\(4\)](#), before the vehicle may be released from impound, the vehicle owner or an agent of the owner shall pay all fines and fees then owing, including but not limited to the amounts specified in the [City of Spokane Parking Fee Schedule \(SMC 08.02.083\(A\)\)](#); and

all towing and vehicle storage charges. Upon such payment, the vehicle shall be removed from the scofflaw list. If any parking ticket not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent pays, such subsequent tickets shall also be paid before the vehicle may be removed from the scofflaw list or released from impoundment.

Section 18. That Section 16A.07.070 of the Spokane Municipal Code is amended to read as follows:

Section 16A.07.070 When a Vehicle Is Subject to Immediate Impoundment

A vehicle may be subject to immediate impoundment under the following circumstances and if no reasonable alternative to impoundment exists:

- A. When the vehicle is obstructing or is likely to obstruct the normal flow of vehicular or pedestrian traffic. ([SMC 16A.05.240](#))
- B. When the vehicle blocks a fire hydrant or lane, constitutes a danger to travel, impedes safe passage, or poses a threat to public safety. ([SMC 16A.05.170](#), [SMC 16A.05.180](#), [SMC 16A.05.240](#), [SMC 16A.05.370](#))
- C. When a vehicle with an expired registration of more than forty-five days is parked on a public street. (RCW 46.16A.030(7))
- D. When the vehicle is illegally occupying a zone or parking space where, by order of the (~~(Parking Manager)~~) Director of Transportation and Sustainability or Chief of Police or Fire or their designees, parking is limited to pre-authorized vehicles, designated classes of vehicles, or is prohibited during certain hours, on designated days or at all times, if the zone has been established with signage for at least twenty-four (24) hours giving notice that a vehicle will be removed if illegally parked in the zone and where such vehicle is interfering with the proper and intended use of such zones or parking space(s). ([SMC 16A.05.050](#), [SMC 16A.05.060](#), [SMC 16A.05.330](#), [SMC 16A.05.340](#), [SMC 16A.05.350](#), [SMC 16A.05.410](#), [SMC 16A.05.450](#), [SMC 16A.05.460](#))
- E. When the vehicle is impeding snow removal or other street needs after notice has been given by the City by way of press, radio, and/or television, or by other notice to the occupants in the neighborhood. ([SMC 16A.61.564](#))
- F. Whenever a vehicle without a special license plate, placard, or decal indicating that the vehicle is being used to transport a person with disabilities under RCW 46.19.010 is parked in a stall or space clearly and conspicuously marked under RCW 46.61.581₁, which space is provided on private property without charge or on public property.

Section 19. That Section 16A.60.010 of the Spokane Municipal Code is hereby repealed.

Section 20. That Section 16A.61.5703 of the Spokane Municipal Code is amended to read as follows:

Section 16A.61.5703 Special Loading Zones

- A. Permits for creating special loading zones for use by commercial vehicles and vehicles while engaged in services in conjunction with public utilities, construction and maintenance, and special parking zones for use by official clearly identifiable news media vehicles and clearly identified vehicles of charitable nonprofit service organizations and vehicles qualifying for an Entertainment Parking District (EPD) privilege as provided in [SMC 16A.04.100\(G\)](#) may be issued by the ~~((Parking Manager))~~ Parking Services Department, in accordance with rules and regulations established by the ~~((Parking Manager))~~ Parking Services Department.
- B. An approved special loading zone shall be established and designated by meter hood, temporary sign(s), barricade(s), or other device approved by the ~~((Parking Manager))~~ Parking Services Department and used by the permittees to create, in the case of commercial vehicles, a special loading zone in a regular parking space for a time period normally not exceeding thirty minutes for the purpose of expeditiously loading and unloading commodities, and in the case of news media vehicles a special parking zone in a regular parking space for a period normally not exceeding one hour for the purpose of news reporting activities, and in the case of charitable nonprofit service organizations a special parking zone in a regular parking space for a period normally not exceeding one hour for the purpose of performing charitable services for the benefit of the inhabitants of the City.
- C. Use of EPD special loading zones by qualifying vehicles shall not exceed the time necessary to support the operational and parking needs to support an entertainment venue.
- D. Special loading zones shall not be established in loading or restricted zones or in paid parking zone spaces of less than a one-hour time limit and shall contain thereon a card which identifies the permittee and the date and time of the special loading zone.
- E. Vehicles lawfully parked at a paid parking space in a special loading zone at the time a special loading zone is established are not in violation of this section until the applicable parking time for the vehicle has expired.
- F. EPD special loading zones are only valid within the EPD. Permittees of EPD special loading zones are responsible ~~((to designate))~~ for reporting unauthorized vehicles to an authorized law enforcement officer and must agree to indemnify and hold harmless the City and its agents against all loss or liability because of a wrongful impound or any claims related thereto.

G. Violation of proper special loading zone use shall result in the meter hood, temporary sign(s), barricade(s), or other device approved by the ((Parking Manager)) Parking Services Department being removed from the space, cancellation of the permit, and forfeiture of any deposit. Rates to be charged for special loading zones shall be as set out in the City of Spokane Parking Fee Schedule ([SMC 08.02.083\(A\)](#)).

Section 21. That Section 16A.62.010 of the Spokane Municipal Code is hereby repealed.

Section 22. That Section 16A.65.010 of the Spokane Municipal Code is hereby repealed.

Section 23. That Section 16A.84.010 of the Spokane Municipal Code is hereby repealed.

Section 24. 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 25. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 01/12/2026**Committee Agenda type:** Consent**Date Rec'd**

12/17/2025

Clerk's File #

ORD C36831

Cross Ref #**Project #****Council Meeting Date:** 02/02/2026**Submitting Dept**

WASTEWATER MANAGEMENT

Bid #**Contact Name/Phone**

RAYLENE 625-7901

Requisition #**Contact E-Mail**

RGENNETT@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

BWILKERSON KKLITZKE KTELIS

Sponsoring at Administrators Request

NO

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

4320 ORDINANCE AMENDMENT SMC 13.03A

Agenda Wording

Pretreatment Ordinance Amendment - Wastewater Management section 13.03A.0204 Local Limits [2.4]

Summary (Background)

The RPWRF Industrial Pretreatment Program administers wastewater regulations that protect our workers, the treatment process, infrastructure, water quality, and biosolids quality. Pollutants of concern are monitored and limited to protect the treatment facility from pass through and interference. The Program is required and authorized to regulate pollutants from Industrial Users. Periodically, the pollutant limits assigned to Industrial Users are required to be updated. The City's NPDES Permit required recalculation of these limits based on current conditions and standards. The new limits now need to be codified in SMC 13.03A.0204.

What impacts would the proposal have on historically excluded communities?

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

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

N/A - This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers and maintain compliance with regulatory requirements.

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

N/A - 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 all City Policies and Procedures and is required to maintain compliance with regulatory requirements.

Council Subcommittee Review

Pretreatment Ordinance Amendment - Wastewater Management section 13.03A.0204 Local Limits [2.4]

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Select \$	#
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	
Dept Head	GENNETT, RAYLENE
Division Director	FEIST, MARLENE
Accounting Manager	ALBIN-MOORE, ANGELA
Legal	SCHOEDEL, ELIZABETH
For the Mayor	PICCOLO, MIKE
Distribution List	
	hbarnhart@spokanecity.org
kkeck@spokanecity.org	mmurray@spokanecity.org
Tax & Licenses	atagnani@spokanecity.org

ORDINANCE NO. C36831

AN ORDINANCE relating to pretreatment, to chapter 13.03A of the Spokane Municipal Code; and setting an effective date.

WHEREAS, the City is updating and amending section 13.03A.0204 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1: That SMC section 13.03A.0204 is amended to read as follows:

13.03A.0204 Local Limits [2.4]

A. The following limits are established as local limits, expressed as Maximum Allowable Discharge Limits. No Significant Industrial User may discharge wastewater into the POTW in excess of the following concentrations:

1. Arsenic: ~~((0-12))~~ 0.070 mg/L.

~~((2- Benzene: <0.5 mg/L))~~

~~((3))~~ 2. Cadmium: 0.093 mg/L.

~~((4- Total Chromium: <5.0 mg/L.))~~

~~((5))~~ 3. Copper: 0.74 mg/L.

~~((6))~~ 4. Cyanide: ~~((1-04))~~ 0.25 mg/L.

~~((7))~~ 5. Fats, oils, and, grease: See SMC 13.03A.0201(B)(19).

~~((8))~~ 6. Lead: 0.32 mg/L.

~~((9))~~ 7. Mercury: 0.012 mg/L.

~~((10))~~ 8. Nickel: ~~((1-74))~~ 1.15 mg/L.

~~((14))~~ 9. Silver: 0.46 mg/L.

~~((12))~~ 10. Zinc: ~~((2-59))~~ 1.83 mg/L.

~~((13))~~ 11. The pH limit set in SMC 13.03A.0201(B)(2) may also be enforced as a local limit.

~~((14))~~ 12. Molybdenum: ~~((0.66))~~ 0.39 mg/L.

~~((15))~~ 13. Selenium: ~~((0.40))~~ 0.27 mg/L.

14. PCBs: 0.000064 mg/L.

- B. Users that discharge wastewater into any sewer that conveys wastewater to Spokane County Regional Water Reclamation Facility must comply with the limits set forth in Spokane County Code Chapter 8.03A.0204.
- C. The above limits apply at the point where the wastewater is discharged to the POTW (end of the pipe). All concentrations for metallic substances are for “total” metal unless indicated otherwise. The Plant Manager may impose mass limitations in addition to or in place of the concentration-based limitations shown in subsection (A) of this section. Where a user is subject to a categorical pretreatment standard and a local limit for a given pollutant, the more stringent limit or applicable pretreatment standard shall apply.
- D. Limits may be established for all users, groups, or specific users. They may be designed to ameliorate temporary or permanent discharge characteristics, or to accommodate any new or special temporary or permanent condition of the POTW, its effluent receiving water, or other environmental problem. The Plant Manager may set limits as instantaneous maximums or for other durations (e.g., daily maximum or monthly average limits) where deemed proper.
- E. Whenever determined appropriate, the Plant Manager may develop best management practices (BMPs) for general application, in individual discharge permits or general discharge permits, to implement local limits and the requirements of article II of this chapter and require documentation of compliance. Failure to follow such requirements is a violation of this chapter.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model

Section 2. Effective Date. This ordinance shall take effect and be in force on April 1, 2026.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistance City Attorney

Mayor

Date

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 01/15/2026**Committee Agenda type:** Discussion**Date Rec'd**

1/9/2026

Clerk's File #

ORD C36836

Cross Ref #

OPR 2026-0053

Project #**Council Meeting Date:** 02/02/2026**Submitting Dept**

PARKS & RECREATION

Bid #**Contact Name/Phone**

NICK HAMAD 363-5452

Requisition #**Contact E-Mail**

NHAMAD@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

KKLITZKE SDIXIT

Sponsoring at Administrators Request

NO

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

APPROVAL OF PARK BOARD LEASE TO AMERICAN INDIAN COMMUNITY

Agenda Wording

AN ORDINANCE approving lease of portion of High Bridge Park to American Indian Community Center for 50 years.

Summary (Background)

On January 8, 2026 the Park Board approved a land lease agreement with the American Indian Community Center (AICC), granting rights to use a 2.25 acre portion of High Bridge Park to develop the new AICC building. This lease finalizes the terms of a lease the Park Board agreed to in principle via a supporting resolution adopted in January 2023. This agreement was developed after park board land committee determined in October 2025 that the proposal is consistent with the 'alternative use of park land' policy and provides a quantifiable net benefit to the park system. This lease agreement incorporates feedback from the December park board land committee. Consistent with Park Board policy relating to long-term leases of park land, the lease identifies an in-kind net benefit to the park system of \$896,000. Annual rent payment is \$1 per year. The lease is renewable for an additional 50-year term on mutual agreement. Per Section 48 of the City Charter, all lease of park land for more than three years must be approved via ordinance. The agenda packet includes Park Board materials relating to the lease and a draft ordinance.

What impacts would the proposal have on historically excluded communities?

The land restores to native use a portion of land historically significant to the Spokane Tribe, along the Spokane River, which will enable the AICC to continue to provide services to native and non-native populations.

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

Not applicable

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

Not applicable

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

Consistent with January 2023 Park Board resolution to lease land to the AICC for construction of a new facility for AICC.

Council Subcommittee Review

reviewed and approved by Park Board.

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	\$ 0
Current Year Cost	\$ 0
Subsequent Year(s) Cost	\$ 0
<u>Narrative</u>	
Amount	Budget Account
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	
Dept Head	GBYRD
Division Director	GBYRD
Accounting Manager	GBYRD
Legal	GBYRD
For the Mayor	GBYRD
Additional Approvals	
ACCOUNTING -	GBYRD
Distribution List	
cbaird@spokanecity.org	

ORDINANCE NO C36836

AN ORDINANCE approving the lease of a portion of High Bridge Park to the American Indian Community Center for 50 years.

WHEREAS, The American Indian Community Center (AICC) has long been a place of connection, stability and opportunity for Native families across the Inland Northwest; and

WHEREAS, the AICC began in 1967 as a gathering place for urban Indians in Spokane, and has since grown into a 501(c)(3) nonprofit that delivers employment, educational and social services while preserving culture and community ties; and

WHEREAS, the AICC has represented more than 300 Tribes and Alaska Native Villages, including each of Washington’s 29 Tribes, and today serves more than 3,200 clients annually and supports over 10,000 people across 21 counties in Eastern Washington and North Idaho; making Spokane the largest Native hub between Seattle and Minneapolis; and

WHEREAS, despite its reach and impact, AICC has never had a permanent home, in 57 years has relocated 11 times, forcing families and staff to adapt repeatedly, and its current facility in urban northwest Spokane, is undersized, inaccessible and already outgrown; and

WHEREAS, the AICC has embarked on “The Forever Home Project,” an effort to secure a *permanent home* for a 25,000-square-foot facility at High Bridge Park, near the ancestral salmon fishing grounds of the Spokane people; and

WHEREAS, in January 2023 the Spokane Park Board agreed by resolution to work with the AICC to provide a permanent location for the AICC in or near High Bridge Park; and

WHEREAS, in November of 2025, the Park Board Land Committee determined the AICC proposal to construct a community center on approximately 2.25 acres of land within High Bridge Park would result in a quantifiable net-improvement to the city park system as outlined in city administrative policy 1400-24-17.

WHEREAS, the AICC and Park Board agreed to a form of lease, attached to this ordinance as Exhibit A (the “AICC Lease”); and

WHEREAS, on January 8, 2026, the Spokane Park Board unanimously approved the AICC Lease; and

WHEREAS, Article V, Section 48 of the City Charter requires that the lease of park property for a period of more than three years be approved by the City Council by ordinance;

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. Lease Approval. The lease of park property to the American Indian Community Center for a term of fifty (50) years, under the terms set forth in the attached lease agreement, is approved by the City Council in compliance with Article V, Section 48 of the Charter of the City of Spokane. The park property is a 2.25 portion of High Bridge Park, more particularly described in the “Ground Lease Area” designated in Exhibit “A” to the AICC Lease.

Section 2. Legal Description. Pursuant to its terms, the AICC Lease may be amended at a future date to include a detailed legal description, and the amended lease and/or a memorandum thereof may be recorded in the records of Spokane County at the option of the American Indian Community Center.

PASSED by the city council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

AGENDA SHEET FOR PARK BOARD MEETING OF: January 8, 2026



Submitting Division
Parks & Recreation

Contact Person
Nick Hamad

Phone No.
509.363.5452

Department: Finance Operations Recreation/Golf Riverfront Park

Committee: Finance Golf Land Recreation Riverfront UFTC

Type of contract: New Lease Renewal/Ext. Amendment/CO Other

Beginning date: 01/08/2026 Expiration date: 12/31/2076 06/01/2525

Cross reference
CR: ORD C 36836

CLERKS' FILE	<u>OPR 2026-0053</u>
RENEWAL	
CROSS REF	<u>2023-0047</u>
ENG	_____
BID	_____
REQUISITION	_____

AGENDA WORDING:

American Indian Community Center / High Bridge Park Land Lease
(\$896,000 revenue)

MASTER PLAN CORRELATION	
M.P. GOAL:	_____
M.P. OBJECTIVE:	_____
M.P. PRIORITY TIER:	_____

BACKGROUND: (Attach additional sheet if necessary)

Land lease agreement with the American Indian Community Center granting rights to use a 2.25 acre portion of High Bridge Park to develop the new American Indian Community Center building.

This agreement was developed after park board land committee determined in October 2025 that the proposal is consistent with the 'alternative use of park land' policy and provides a quantifiable net benefit to the park system. This lease agreement incorporates feedback from the December park board land committee.

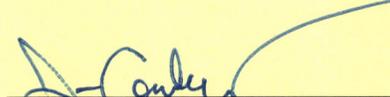
RECOMMENDATION:

Motion to approve High Bridge Park land lease agreement with American Indian Community Center.

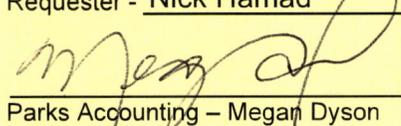
ATTACHMENTS: Include in packets. See back of Agenda Sheet for specific supporting document requirements.

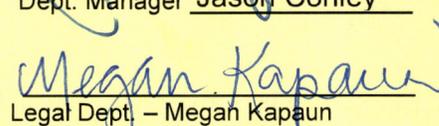
SIGNATURES:


Requester - Nick Hamad


Dept. Manager Jason Conley


Director of Parks & Recreation - Garrett Jones


Parks Accounting - Megan Dyson


Legal Dept. - Megan Kapaun

DISTRIBUTION:

Parks: Accounting karens@aiccinc.org

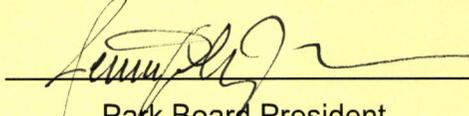
Parks: Sarah Deatrich lindal@aiccinc.org

Budget Manager: garrett jones

Requester: Nick Hamad

PARK BOARD ACTION:

APPROVED BY SPOKANE PARK BOARD


Park Board President

January 8, 2026

Spokane Park Board

Briefing Paper



Committee	Finance Committee	Committee meeting date: January 6, 2026
Requester	Nick Hamad	Phone number: 509.363.5452
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action	
Type of contract/agreement	<input type="checkbox"/> New <input type="radio"/> Renewal/ext. <input checked="" type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other	
City Clerks file (OPR or policy #)	OPR 2023-0047	
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)		Master Plan Priority Tier: (pg. 171-175)
Item title: (Use exact language noted on the agenda)	American Indian Community Center / High Bridge Park Land Lease (\$896,000 revenue)	
Begin/end dates	Begins: 01/08/2026	Ends: 12/31/2076 <input type="checkbox"/> 06/01/2525
Background/history: <p>Land lease agreement with the American Indian Community Center granting rights to use a 2.25 acre portion of High Bridge Park to develop the new American Indian Community Center building.</p> <p>This agreement was developed after park board land committee determined in October 2025 that the proposal is consistent with the 'alternative use of park land' policy and provides a quantifiable net benefit to the park system. This lease agreement incorporates feedback from the December park board land committee.</p>		
Motion wording: Motion to approve High Bridge Park land lease agreement with American Indian Community Center.		
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: American Indian Community Center Name: Linda Lauch Email address: lindal@aiccinc.org Phone: (509) 535-0886		
Distribution: Parks – Accounting karen@aiccinc.org Parks – Sarah Deatrich lindal@aiccinc.org Requester: Nick Hamad garrett jones Grant Management Department/Name:		
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: Budget code:		
Vendor: <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor Supporting documents: <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the MRSC Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> UBI: Business license expiration date: <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		

AMERICAN INDIAN COMMUNITY CENTER LAND LEASE AGREEMENT

This Land Lease Agreement ("Agreement") is between the City of Spokane Park Board ("Park Board"), and the American Indian Community Center ("AICC"), hereinafter referred to as a "Party" and collectively as the "Parties".

WHEREAS, the American Indian Community Center wishes to provide recreational and social services for the Indian community in Spokane and find a dedicated location for this purpose; and

WHEREAS, the Park Board is empowered by Article V of the City Charter with the authority to care for, manage, control and improve all parks and grounds used for park purposes and the authority to grant leases and privileges under such restrictions and for such compensation as the Board may prescribe; and

WHEREAS, in January 2023, the Park Board had adopted a resolution to partner with the American Indian Community Center to help them find a dedicated facility for its activities; and

WHEREAS, in November 2025, the Park Board Land Committee unanimously agreed that leasing a 2.25-acre portion of High Bridge Park in exchange for the development of new park improvements equal to or higher than the value of the land to be leased, which would be considered a Quantifiable Net Improvement under the Alternative Use on Park Land Policy dated November 21, 2024; and

WHEREAS, the parties desire to enter into this Land Lease and Use Agreement for the construction of the new American Indian Community Center within High Bridge Park and the subsequent use and operation;

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE. The purpose of this Agreement is for the Park Board to lease land to the American Indian Community Center in order to allow the AICC to construct and operate a new community center in High Bridge Park. The lease granted under this Agreement shall begin upon final execution of this Agreement by the Parties after Spokane City Council approval, which the Park Board shall pursue in a timely manner according to the City Council procedures and shall run for a period of fifty (50) years. The total amount of Park land to be leased to the AICC at High Bridge Park will not exceed 2.25 acres. The 2.25 acres includes land for an approximately 22,000 square foot building, public parking, an outdoor amphitheater, walkways, landscaping and other necessary requirements (hereinafter referred to as the "Community Center").
2. TERM OF AGREEMENT. The term of this Agreement begins on January 8, 2026, and shall run through December 31, 2076, unless amended by written agreement or terminated earlier under the provisions. If the American Indian Community Center

does not begin construction on authorized improvements on or before January 1, 2030, this lease agreement may be terminated by the Park Board.

3. PROPERTY. The property to be leased to the AICC is located on a 2.25-acre plot of undeveloped land within High Bridge Park, located at the corner of A Street and Riverside Avenue as depicted in Exhibit A, attached hereto and incorporated by this reference. The AICC shall have exclusive control of the Community Center during the time a community center is maintained on that site. Park Board shall have the option to use the premises for Parks and Recreation programming when the AICC is not using the premises. The premises shall not be used for any other purposes without the consent of the AICC. All structures erected on the property shall remain the property of the AICC as long as the property is used as an American Indian Community Center. Parks' use of the premises shall in no way be exclusive and shall not infringe upon the AICC's primary usage of the premises. Parks' use shall be at no cost to Parks and is not part of the Quantifiable Net Improvement determination. The AICC shall maintain and secure all improvements within the dedicated lease area for the duration of this agreement. Following construction of the AICC improvements, a metes and bounds legal description defining the lease area shall be prepared at the request and expense of AICC, which completed legal description shall be added to this agreement by amendment.

4. CONDITIONS. The Park Board leases to the AICC park property for use as the site of a community center subject to the following conditions:

A. During the design, development and construction phases of the community center, AICC will present the Park Board design plans for review and comment limited to the exterior building, landscaping and impact on the Park. The AICC staff and construction project team shall review, consider, and, when feasible, incorporate the Park Board's comments into the construction design. After the Park Board's review and AICC's approval of the design and development phase of design for the construction of the community center, only substantial changes to the construction documents need to be reviewed by the Park Board and approved by the AICC; and

B. Concurrent with construction of AICC improvements within the lease area, the AICC shall construct park improvements within High Bridge Park, including but not limited to: a public restroom, public parking and/or trailhead, and a public playground. These improvements must have a value of no less than Eight Hundred Ninety-Six Thousand Dollars (\$896,000.00), which is the median broker's opinion of value of the lease area. These improvements shall be considered the Quantifiable Net Improvement to Parks required to grant the requested land lease. Upon substantial completion of these improvements, they shall become the property of Parks; and

C. The AICC shall replace every existing non-invasive tree greater than 12 inches in diameter removed from the community center site with one new tree placed within the park, after consultation and concurrence from Park staff; and

D. The Park Board may lease additional park property to the AICC to be used as a staging area for construction upon such terms as agreed upon by the Park Board and the AICC. The AICC agrees to return the property to its condition before use.

5. MAINTENANCE. The AICC shall be responsible for maintenance of all improvements and land within the lease area, including the community center, the parking lot used by the AICC and associated landscaping and irrigation, all driveways, sidewalks and frontage landscape adjacent to the community center; including snow removal, surface sweeping, restriping of parking space lanes, landscape maintenance and repair, and re-construction of site elements at the end of their useable life. The Parties shall address cost sharing for any jointly used surface parking lot repairs (parking south of the AICC facility) in the event the need to repair or replace the asphalt surface. Parks shall maintain all park land and features adjacent to the community center lease area, including the additional park improvements constructed by the AICC as outlined in section 4.B. Maintenance shall be a cooperative venture worked out in the best interests of the Park Board.
6. TERMINATION. If the AICC closes the American Indian Community Center, the lease shall terminate. Should the AICC cease to operate a community center on the premises, as contemplated under this agreement, the AICC shall remove all structures from the property and restore the property to a park like condition. This demolition and removal shall occur under the consultation and approval of the Park Board, unless in its discretion, the Park Board notifies the AICC that the improvements may remain.
7. RENT. The AICC shall pay the Park Board \$1 per year as rent for the use of the park land as described in this Lease. It is the understanding of the Parties hereto that rent is a negligible amount because the AICC will provide improvements with a value sufficient to be considered the Quantifiable Net Improvement required by the Alternative Use on Park Land Policy.
8. NOTICE. All notices, demands, requests, and other communications under this Agreement must be in writing and shall be effective upon delivery by hand or email, one (1) day following the day when deposited with a reputable, established overnight courier service for delivery to the intended addressee, or three (3) business days after deposited in the United States mail, postage prepaid, certified or registered, and addressed to Licensor or to Licensee at the corresponding address set forth below. Any notices sent by email shall be delivered

to the email addresses set forth below, or such other email address as designated by a party during the Term. Notice will be sent to the following recipients:

AICC

Attn: Linda Lauch, Executive Director
1025 W. Indiana Ave
Spokane, WA 99205
Email: lindal@aiccinc.org

City of Spokane

Attn: Garrett Jones, Director of Parks and Recreation
808 W. Spokane Falls Blvd. Suite 500
Spokane, WA 99201
Email: gjones@spokanecity.org

Copy to:
Attn: General Counsel

Copy to: City Attorney's Office
Attn: Megan Kapaun
808 W. Spokane Falls Blvd. Suite 550
Spokane, WA 99201
Email: mkapaun@spokanecity.org

- 9. RECORDING. The AICC may record this Lease or a Notice thereof at their discretion. If the AICC records a memorandum or "short form" of this Lease, it shall be in a form customarily used for such purposes. Said memorandum or short form of this Lease shall describe the parties, the Property, the lease term and any other provisions reasonably required, shall incorporate this Lease by reference and shall specify that any inconsistency between the memorandum of lease and this Lease shall be resolved in favor of this Lease.
- 10. APPLICABLE LAW. Notwithstanding anything to the contrary contained in this Agreement, this lease Agreement is subject in all respects to all applicable Laws, including, but not limited to, the Revised Code of Washington, the Spokane Municipal Code, and all present and future contracts entered into by, all other entities, governing bodies or organizations having jurisdiction over the rights and benefits granted to the AICC herein.

SPOKANE PARK BOARD

By _____ Date _____

(Name) _____

(Title) _____

AMERICAN INDIAN COMMUNITY CENTER

By _____ Date _____

(Name) _____

(Title) _____

Approved as to form:

Attest:

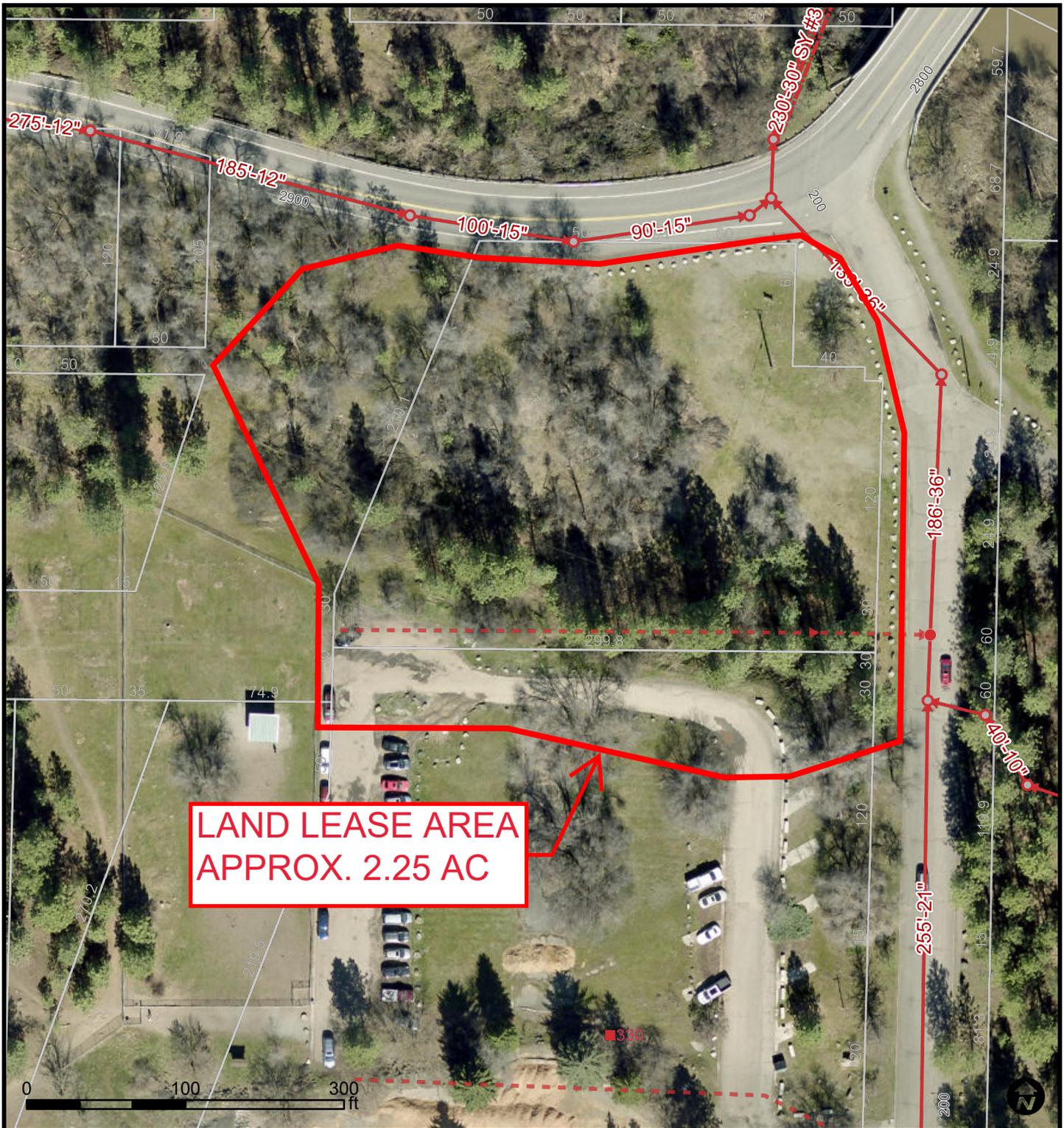
Assistant City Attorney

City Clerk

|

EXHIBIT A
LAND LEASE AREA

Ground Lease Area



Legend

City of Spokane Boundary

Parcel

Address Point

- Primary
- Secondary
- County Address Point
- Hundred Block Parcel Dimension

- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations

30cm Resolution Metadata

City of Spokane GIS



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.

VOLUME
 CUT VOLUME (UNADJUSTED) 3956.69 CU. YD.
 FILL VOLUME (UNADJUSTED) 4761.98 CU. YD.
 NET VOLUME (UNADJUSTED) 805.30 CU. YD. <FILL>

CONCRETE: 11,184 SF
 ASPHALT: 19,600 SF

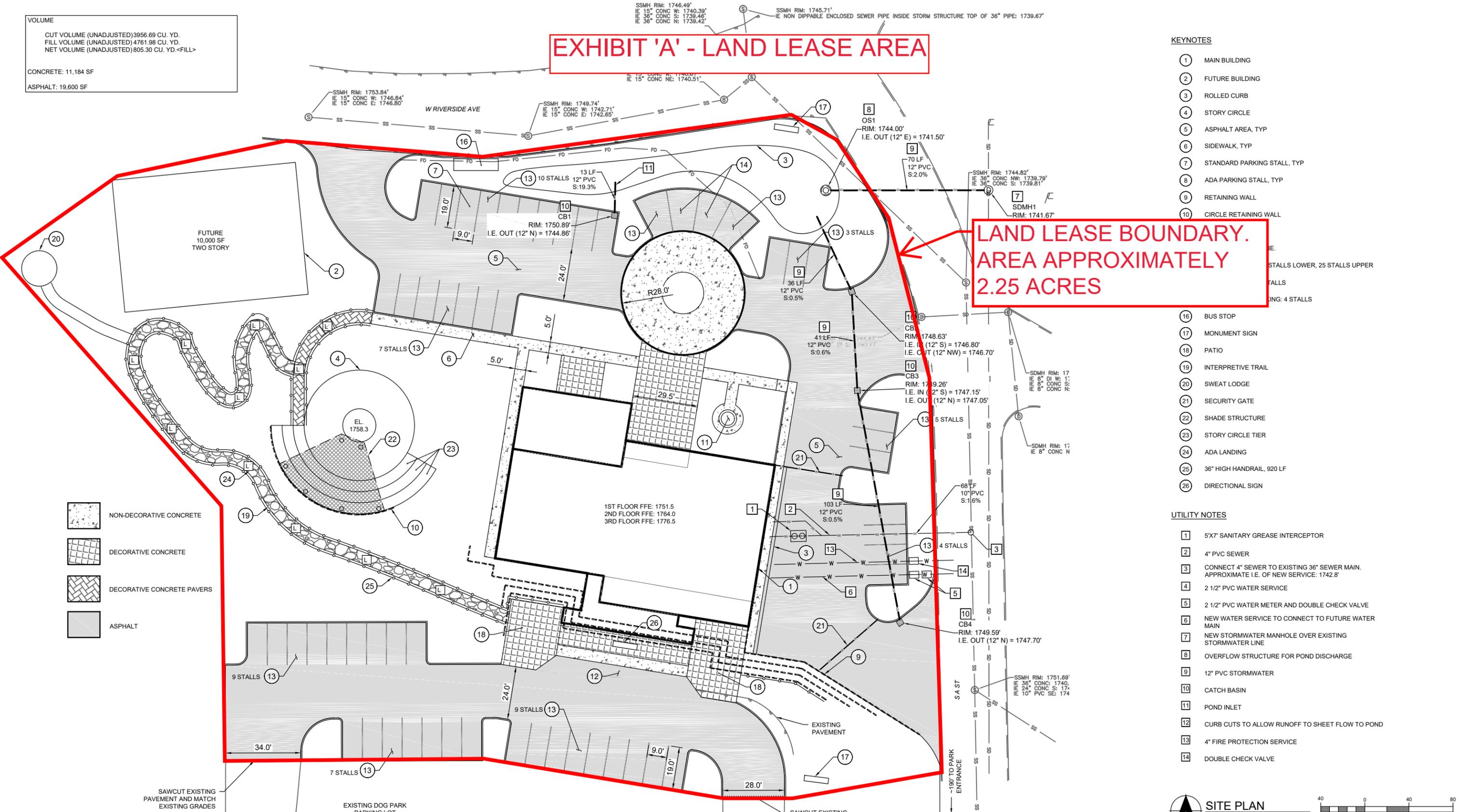
EXHIBIT 'A' - LAND LEASE AREA

KEYNOTES

- ① MAIN BUILDING
- ② FUTURE BUILDING
- ③ ROLLED CURB
- ④ STORY CIRCLE
- ⑤ ASPHALT AREA, TYP
- ⑥ SIDEWALK, TYP
- ⑦ STANDARD PARKING STALL, TYP
- ⑧ ADA PARKING STALL, TYP
- ⑨ RETAINING WALL
- ⑩ CIRCLE RETAINING WALL
- ⑪ STALLS LOWER, 25 STALLS UPPER
- ⑫ STALLS
- ⑬ RAMPING: 4 STALLS
- ⑭ BUS STOP
- ⑮ MONUMENT SIGN
- ⑯ PATIO
- ⑰ INTERPRETIVE TRAIL
- ⑱ SWEAT LODGE
- ⑲ SECURITY GATE
- ⑳ SHADE STRUCTURE
- ㉑ STORY CIRCLE TIER
- ㉒ ADA LANDING
- ㉓ 36" HIGH HANDRAIL, 920 LF
- ㉔ DIRECTIONAL SIGN

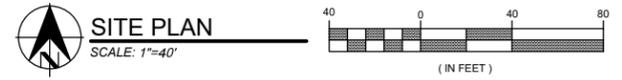
UTILITY NOTES

- ① 5'x7' SANITARY GREASE INTERCEPTOR
- ② 4" PVC SEWER
- ③ CONNECT 4" SEWER TO EXISTING 36" SEWER MAIN. APPROXIMATE I.E. OF NEW SERVICE: 1742.8'
- ④ 2 1/2" PVC WATER SERVICE
- ⑤ 2 1/2" PVC WATER METER AND DOUBLE CHECK VALVE
- ⑥ NEW WATER SERVICE TO CONNECT TO FUTURE WATER MAIN
- ⑦ NEW STORMWATER MANHOLE OVER EXISTING STORMWATER LINE
- ⑧ OVERFLOW STRUCTURE FOR POND DISCHARGE
- ⑨ 12" PVC STORMWATER
- ⑩ CATCH BASIN
- ⑪ POND INLET
- ⑫ CURB CUTS TO ALLOW RUNOFF TO SHEET FLOW TO POND
- ⑬ 4" FIRE PROTECTION SERVICE
- ⑭ DOUBLE CHECK VALVE



**LAND LEASE BOUNDARY.
 AREA APPROXIMATELY
 2.25 ACRES**

EXHIBIT 'A' - LAND LEASE AREA



06/30/2025
 C101

SITE PLAN



AMERICAN INDIAN
 COMMUNITY CENTER
 PRELIMINARY SCHEMATIC DESIGN

