



Spokane Park Board

3:30 p.m. Thursday, June 8, 2023
In-person in Council Chambers, City Hall, and
WebEx virtual meeting

Park Board Members

- X Bob Anderson – President
- X Gerry Sperling – Vice President
- X Garrett Jones – Secretary
- X Nick Sumner
- X Greta Gilman
- X Sally Lodato
- X Jennifer Ogden
- X Barb Richey
- Hannah Kitz (*absent/excused*)
- X Kevin Brownlee
- X Christina VerHeul
- Jonathan Bingle – City Council liaison
(*absent/excused*)

Parks Staff

- Jason Conley
- Al Vorderbrueggen
- Berry Ellison
- Carl Strong
- Rich Lentz
- Nick Hamad
- Jonathan Moog
- Jennifer Papich
- Fianna Dickson
- Mark Poirier
- Sarah Deatrich
- Karin Cook

Guests

- Karen Mobley
- Kelly Brown
- Jerico Cairns

MINUTES

(Click [HERE](#) to view a video recording of the meeting.)

1. **Roll Call:** Bob Anderson
The meeting was called to order at 3:52 p.m. See above for attendance.
2. **Additions or deletions to the agenda:**
 - A. The Parks Rules Revision special discussion item was removed from the agenda.
3. **Consent agenda**
 - A. Administrative and committee-level items
 - 1) [May 11, 2023, regular Park Board meeting minutes](#)
 - 2) [Claims – May 2023](#)
 - 3) [Garco Construction, Inc., change order #5 with time extension/Don Kardong Bridge Rehabilitation Project \(-\\$4,229.50, tax inclusive\) – Berry Ellison](#)
 - 4) [Amendment to increase McKinstry Co., LLC on-call plumbing services for Park Operations \(\\$75,000 annually\) – Carl Strong](#)
 - 5) [Continuation of Parks Fleet Replacement Pilot Program – Jason Conley](#)
 - 6) [Levy Premium Foodservice contract amendment / Spokane Pavilion concessions and park-wide catering services – Amy Lindsey](#)
- Motion No. 1:** Bob Anderson moved to approve consent agenda items #1 - #5, as presented.

Kevin Brownlee seconded.
Motion passed with unanimous consent (9-0)
4. **Special guests**

A. None

5. **Financial report and budget update** – Rich Lentz presented the May financial report and budget update.
- A. Park Fund – The May operating expenditures for the Park Fund are about \$485,000 above the historic budget average. Year-to-date revenues are approximately \$439,000 above the budget average. Revenues are exceeding expenditures nearly \$1.25 million.
 - B. Golf Fund – The May operating expenditures for the Golf Fund are approximately \$73,000 below the budget average. Year-to-date revenues are below the budget average approximately \$330,000. Revenues are exceeding expenditures about \$535,000 year-to-date.

6. **Special discussion/action items:**

- A. Park Board Unfinished Business Discussion – Bob Anderson
 - 1) Park Board members have raised concern regarding discussion or action items presented at committee level, but no resolution achieved. One solution would be to create an Unfinished Business heading on committee agendas, which would appear each month until an agreement was reached. The committee chair and Parks staff liaison would decide when an item of unfinished business is resolved and provide an update to the Board. The members agreed this should be an item on committee agendas to better track and document the status of projects. This information will be given to the Bylaws Committee for language development which will then return to the Board for a vote.

7. **Committee reports:**

Urban Forestry Tree Committee: May 30, 2023 – Kevin Brownlee

- A. Action items: None
 - 1) The UFTC and the CAC had a joint field trip to Friendship Park in the Nevada/Lidgerwood neighborhood where they observed arboricultural practices within the park. Under the Tree Equity Spokane Project, the Urban Forestry staff submitted a grant application through the Inflation Reduction Act. If successful, the grant would provide up to \$25 million toward public tree planting and maintenance in Spokane's underserved neighborhoods.
- B. The July regularly scheduled meeting is **CANCELED** due to Independence Day. The next regularly scheduled meeting is at 4:15 p.m. August 1, 2023, at The Hive Events Room "B", 2904 E. Sprague Ave., and virtually via WebEx.

Land Committee: May 31, 2023 – Greta Gilman

- A. Action items: Two of three action items were presented on the consent agenda.
 - 1) **Resolution regarding citywide natural lands management plan and undeveloped natural lands within Lincoln & Underhill Parks (no cost)** – Nick Hamad
 - a. Underhill Park in East Central Spokane and Lincoln Park in Lincoln Heights are comprised of both developed and undeveloped portions of land. Both parks were considered for a dog park location; however, area residents rejected these locations citing the need to conserve these natural areas and the flora and fauna within.
 - b. Details of this resolution include:
 - The Park Board and the community deemed both parks unacceptable dog park locations, preferring to keep the natural land in these areas undeveloped due to their ecology, features, and natural condition.
 - A comprehensive study, planning, and outreach is required on all City natural lands prior to recommending a permanent designation for the natural areas citywide.

- Park Master Plan recommends several individual actions including a fuel reduction plan, ecological programming, community partnerships, and an acquisition plan. Park staff recommend all the individual actions within the Master Plan be combined into one 'natural lands management plan'.
- Park properties acquired specifically for development of neighborhood parks (Meadowglen, Sterling Heights, Qualchan Hills, and Skeet-So-Mish) are excluded; however, during the design stage, these lands will be evaluated with the neighborhoods for partial preservation on a case-by-case basis.
- The natural lands management plan would include an advisory committee, extensive public comment, and citywide representation from several groups. This would commence after a park land use and land partnership evaluation study and prior to developing major partnerships involving undeveloped park lands (except those acquired specifically for development).
- Resolution language:
BE IT RESOLVED by the Park Board to complete and adopt a city park natural lands management plan within the next three to four years and which substantially conforms to recommendations from the 2022 adopted parks and natural lands master plan and includes a project advisory committee and public input; and
BE IT FURTHER RESOLVED that proposals for development or significant alteration within either Underhill Park or Lincoln Park shall not be considered or permitted by the Park Board until said plan is complete and adopted by the Park Board.

Motion No. 2: Greta Gilman moved to approve the resolution regarding citywide natural lands management plan and undeveloped natural lands in Lincoln & Underhill Parks (no cost).

Jennifer Ogden seconded.

Kevin Brownlee provided amended language to the resolution:

BE IT FURTHER RESOLVED that proposals for development or significant alteration within the undeveloped natural portions of either Underhill Park or Lincoln Park shall not be considered or permitted by the Park Board until said plan is complete and adopted by the Park Board.

Motion No. 3: Greta Gilman moved to approve the amendment to the resolution language.

Jennifer Ogden seconded the friendly amendment.

Motion passed with unanimous consent. (9-0)

- B. The West Hills Neighborhood shared a presentation outlining the challenges they are facing in area parks. Greta feels this matter will be further addressed in upcoming meetings. She also feels the committee's discussion concerning proposed revisions to the Sponsorships, Donations, and Naming Recognition Policy will be further addressed in upcoming meetings.
- C. The July 5, 2023, regularly scheduled meeting is **CANCELED**. The next regularly scheduled meeting is at 3:30 p.m. August 2, 2023, at the Liberty Park Library Events room, 402 S. Pittsburg St., and virtually via WebEx.

Recreation Committee: The May 31, 2023, meeting was canceled – Sally Lodato

A. Action items: None

- B. The July 5, 2023, regularly scheduled meeting is **CANCELED**. The next regularly scheduled meeting is at 5:15 p.m. August 2, 2023, at the Liberty Park Library Events room, 402 S. Pittsburg St., and virtually via WebEx.

Riverfront Park Committee: June 5, 2023 – Gerry Sperling

- A. Action items: The action item was presented on the consent agenda.
- B. Steve Corker and Jonathan Moog shared a presentation about the KCCP. The committee is looking for a KCCP art piece that will tell the story of Expo, be interactive, and help bring people forward into the next century.
- C. Jonathan Moog shared Riverfront Park budget priorities, which emphasized safety in RFP and outlying parks.
- D. [May 2023 Riverfront Park recap](#) – Jonathan Moog
- 1) Highlights included:
- The first concert of the season was successful despite an hour delay due to lightning. New security gates have been added and Gerry gave kudos to the RFP staff and the Ops staff for this accomplishment.
 - The grand opening of the Stepwell was in early May.
 - The Riverfront Eats program launched one month early this year and has been well attended. This weekly program is every Tuesday, from 11:00 a.m. to 2:00 p.m.
 - Riverfront Moves, a free and open to the public fitness program, has kicked off with a full summer schedule.
 - The kickoff breakfast for Bike to Work week was held at the North Bank Shelter
 - Spokane Living Magazine highlighted the Story Time at the Carrousel program in the latest issue.
 - As of May 28th, Park Rangers have been patrolling at RFP 24/7.
- E. The next regularly scheduled meeting is 4:00 p.m. July 10, 2023, Pavilion Conference Room, Riverfront Park, and virtually via WebEx.

Golf Committee: June 6, 2023 – Nick Sumner

- A. Action items: None
- B. There has been feedback on the positive impact the new superintendents are making at all four courses.
- C. The next regularly scheduled meeting is 8:00 a.m. July 11, 2023, at The Hive Events “C”, 2904 E. Sprague Ave., and virtually via WebEx.

Finance Committee: June 6, 2023 – Bob Anderson

- A. Action items: One of two action items was presented on the consent agenda.
- 1) [Cost Recovery Policy](#) – Jennifer Papich
- The Cost Recovery Policy establishes uniform guidelines and cost recovery levels and goals for recreation programs, events, activities, and services. Establishing a cost recovery policy will accomplish the following:
- a. Provide a structure to calculate fees for recreation programs
 - b. Cover appropriate costs based on who is served and type of program
 - c. Provide systematic frameworks for the potential removal of programs not generating the designated minimum cost recovery for that program.
 - d. The cost recovery of recreation activities will be managed and reviewed annually as part of the budget adoption process.
 - e. As part of the Cost Recovery process Recreation Department has an active survey out to the community to further educate ourselves on where our programming gaps are, where there are barriers for participation and where the needs and interests of the community are.

- 2) Jennifer Ogden clarified for the audience, the high cost recovery programs (facility rentals, concessions) subsidize the low cost recovery programs (open swim, trail grooming).

Motion No. 4: Bob Anderson moved to approve Recreation Program Cost Recovery Policy. Sally Lodato seconded.

Motion passed with unanimous consent. (9-0)

- B. Rich Lentz introduced the 2024 budget schedule and Garrett Jones reviewed the 2024 budget priorities and assumptions. Garrett previously sent a draft to the Board members and Bob recommended they review it to develop understanding of the 2024 budget guidelines.
- C. Rich also presented the May financials which continue to reflect park revenue increasing less than the operational expense increases.
- D. The next regularly scheduled meeting is 3:00 p.m. July 11, 2023, The Hive Events room "C", 2904 E. Sprague Ave., and virtually via WebEx.

Development & Volunteer Committee: May 17, 2023 – Jennifer Ogden

- A. Action items: None
- B. The committee discussed next steps and asked Julie Biggerstaff, Community Assembly representative, and other members for input. Julie stressed safe and functional restrooms as priority.
- C. The committee also discussed access to volunteers and the importance of volunteers to the success of Friends groups. Our Galaxy program records volunteers but cannot send out their private information; therefore, volunteers must reach out to us to connect with Friends groups for opportunities.
- D. Kelly Brown gave a Development & Volunteer Citizen Advisory Committee update. The committee wrapped up toolkit feedback and graphic layout will begin once the text is finalized. The also reviewed their new volunteer brochure which guides one through successfully establishing a Park Friends group. A potential committee goals and objectives has been drafted, which the committee will continue to review.
- E. The June 21, 2023, regularly scheduled meeting is **CANCELED**. The next regularly scheduled meeting is 3:00 p.m. July 19, 2023, at The Hive Events "B", 2904 E. Sprague Ave., and virtually via WebEx.

8. Reports

- A. President: Bob Anderson
 - 1) The Don Kardong Bridge ribbon cutting on Friday June 11 was well attended.
 - 2) The Neighborhood Parks Investment Executive Team has met twice; further information to come.
 - 3) Bob asked that any members of the Board interested in serving on the interview team for the next Park Board member contact him. There is also an open Park Board seat on the JAC; those interested should contact Bob.
 - 4) Hannah plans to have the language for the public comments order of business ready for the July 13 meeting.
- B. Liaisons
 - 1) Conservation Futures – Nick Sumner: No update.
 - 2) Parks Foundation – Barb Richey: No update.
 - 3) City Council – Jonathan Bingle: No update.
- C. Director: Garrett Jones
 - 1) Parks, City Council, and SPD are partnering to find a solution to the safety issues at RFP and outlying parks as there has been increasing crime and vandalism after hours. The

multi-pronged approach will require capital investment, positive activation, ownership of City parks, and enforcement. Prior to 2018, vandalism and crime in parks was a misdemeanor, and then reduced to infraction. In October 2022, the Park Board passed a resolution supporting the return of the misdemeanor penalty and moving forward to City Council. This has been briefed twice and will be briefed again on Monday, June 12.

- 2) Pools are opening June 20th.
- 3) Garrett commended Katie Kosanke, Urban Forester, for her hard work with the UFTC's grant application. This is a no match grant and would provide up to \$25 million for tree planting in native and natural areas and tree maintenance.
- 4) Slash pads opened over Memorial Day weekend.
- 5) Graffiti at Hillyard skate park has been painted over; volunteer labor and supplies were donated by Ponderosa Painting.
- 6) Park restrooms are opening as staff levels increase.
- 7) Friends of Manito Park's plant sale was successful.
- 8) A design workshop for the Upriver Drive dog park was held, and comments and feedback are being reviewed. Park Board leadership and Spokane Public Schools leadership will meet, and Garrett will prepare a statement and recommendation to present to the Park Board.

9. **Public Comments:**

- A. Jerico Cairns needed to leave the meeting but provided Garret with a West Hills Neighborhood Council information card which will be scanned and distributed to the Board members. West Hills Neighborhood would like to partner with Parks to address safety and preservation of the natural areas in their neighborhood parks.
- B. Karen Mobley expressed thanks to the Board for supporting the natural lands resolution and offered her assistance.

10. **Executive session**

- A. None

11. **Correspondence:**

- A. Letters/email: None

12. **Adjournment:** The meeting was adjourned at 5:06 p.m.

13. **Meeting dates**

- A. Committee meeting dates:

Urban Forestry Tree Committee: The July regularly scheduled meeting is **CANCELED** due to Independence Day. The next regularly scheduled meeting is at 4:15 p.m. August 1, 2023, at The Hive Events Room "B", 2904 E. Sprague Ave., and virtually via WebEx.

Land Committee: The July 5, 2023, regularly scheduled meeting is **CANCELED**. The next regularly scheduled meeting is at 3:30 p.m. August 2, 2023, at the Liberty Park Library Events room, 402 S. Pittsburg St., and virtually via WebEx.

Recreation Committee: The July 5, 2023, regularly scheduled meeting is **CANCELED**. The next regularly scheduled meeting is at 5:15 p.m. August 2, 2023, at the Liberty Park Library Events room, 402 S. Pittsburg St., and virtually via WebEx.

Riverfront Park Committee: 4:00 p.m. July 10, 2023, Pavilion conference room, Riverfront Park, and virtually via WebEx

Golf Committee: 8:00 a.m. July 11, 2023, The Hive Events Room C, 2904 E. Sprague Ave., and virtually via WebEx

Finance Committee: 3:00 p.m. July 11, 2023, The Hive Events Room C, 2904 E. Sprague Ave., and virtually via WebEx

Development & Volunteer Committee: The June 21, 2023, regularly scheduled meeting is **CANCELED**. The next regularly scheduled meeting is 3:00 p.m. July 19, 2023, at The Hive Events “B”, 2904 E. Sprague Ave., and virtually via WebEx.

B. Park Board: 3:30 p.m. July 13, 2023, Council Chambers, lower-level City Hall, and virtually via WebEx.

C. Park Board Study Session: No session scheduled at this time.

Minutes approved by: *Garrett Jones*
Garrett Jones, Director of Parks and Recreation

**CITY OF SPOKANE PARK AND RECREATION DIVISION
MAY 2023 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - JUNE 8, 2023**

PARKS & RECREATION:

SALARIES & WAGES	\$	967,845.37
MAINTENANCE & OPERATIONS	\$	995,625.35
CAPITAL OUTLAY	\$	(1,619.74)
DEBT SERVICE PAYMENTS	\$	-
PARK CUMULATIVE RESERVE FUND	\$	162,033.25

RFP BOND 2015 IMPROVEMENTS:

CAPITAL OUTLAY	\$	137,525.53
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GOLF:

SALARIES & WAGES	\$	169,973.52
MAINTENANCE & OPERATIONS	\$	187,847.57
CAPITAL OUTLAY	\$	15,146.19
DEBT SERVICE PAYMENTS	\$	-
TOTAL EXPENDITURES:	\$	2,634,377.04

Spokane Park Board

Briefing Paper



Committee	Land Committee	Committee meeting date: May 31, 2023	
Requester	Berry Ellison	Phone number: 509.724.3639	
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="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	2022-0338		
Master Plan Goal, Objective, Strategy (Click HERE for link to adopted plan)		Master Plan Priority Tier: (pg. 171-175)	
Item title: (Use exact language noted on the agenda)	Garco Construction, Inc., change order #5 with time extension/Don Kardong Bridge Rehabilitation Project (-\$4,229.50, tax inclusive)		
Begin/end dates	Begins: 06/08/2023	Ends: 08/31/2023	<input type="checkbox"/> 06/01/2525
Background/history: Change Order #5 consists of two changes to the contract scope of work, a bid quantity reconciliation, and time extension. Item 1: HOA Bark Mulch Change is related to our neighbors directly south of the project. Utilities were placed in their landscape area and remediation was required. Parks' directed the contractor to place wood mulch matching several adjacent landscape areas, however one landscape area (owned by the residential condominiums/HOA) was not their standard mulch type. Parks' Staff directed the contractor to remove the mulch and replace with mulch that matched the HOA's standard. Item 2: Ped Eco Counter Install is related to a person/bicycle trail counter located at the south end of the project. The counter uses cellular technology and after installation the counter was experiencing difficulty sending/receiving data due to nearby obstructions. Parks' staff directed the contractor to move the counter to an alternate location which required modification of an existing railing to properly house the device. After considering available contingency funds and schedule, the scope and cost was determined feasible and well within the project contingency. Item 3: Bid Quantity Reconciliation - some Bid Items' unit costs had final quantities that were more or less than the bid quantities. Reconciliation of these quantities adjusts the Revised Contract Sum so that it matches the total amount billed on the project. Time Extension is 1 month for added processing time for City Staff to close out the project.			
Motion wording: Move to approve Garco Construction, Inc., change order #5 with time extension for the Don Kardong Bridge Rehabilitation Project in the amount of -\$4,229.50 (tax inclusive) from Park Capital Funds.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Garco Construction, Inc Name: Tim Hutton Email address: thutton@garco.com Phone: 509 789-1514			
Distribution: Parks – Accounting nhamad@spokanecity.org Parks – Sarah Deatrich dan.wolf@tdhengineering.com Requester: Berry Ellison thutton@garco.com Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: Budget code: -\$4,229.50 (tax inclusive) 1950-54920-94000-56301-48063			
Vendor: <input checked="" type="radio"/> Existing vendor <input 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 checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 602-809-160 Business license expiration date: 3/31/24 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT
CHANGE ORDER NO. 05

NAME OF CONTRACTOR: GARCO CONSTRUCTION, INC

PROJECT TITLE: DON KARDONG BRIDGE REHABILITATION

PROJECT NUMBER: 2022-0338

=====

DESCRIPTION OF CHANGE:

Item 1: HOA Bark Mulch Change	\$ 5,183.00
Item 2: Ped Eco Counter Install	\$ 9,833.00
Item 3: Bid Item Quantity Reconciliation	\$(19,245.50)

=====

TOTAL AMOUNT: \$ (4,229.50)

CONTRACT SUM (INCLUDES SALES TAX)	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$ 3,174,498.00
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 199,792.03
CURRENT CONTRACT AMOUNT	\$ 3,374,290.03
CURRENT CHANGE ORDER (INCLUDES SALES TAX)	\$ (4,229.50)
REVISED CONTRACT SUM	\$ 3,370,060.53

CONTRACT COMPLETION DATE	
ORIGINAL CONTRACT COMPLETION DATE	07/01/2023
CURRENT COMPLETION DATE	07/01/2023
REVISED COMPLETION DATE	08/31/2023

Contractor's Acceptance: _____ Date: _____

City Approval: _____ Date: _____

Attest: _____ City Clerk

Pre-Approved as to form: James Richman, Assistant City Attorney

Item 1: HOA Bark Mulch Change

The project specified the use of Medium Nugget Bark Mulch, which is the Park's standard material. In the landscape restoration area that is located on the Riverpoint Condo property, the Homeowner's Association took exception to this bark since it does not match their other landscaping areas. The contractor was directed to remove the nugget bark and install Dark Fine Bark.



Serial Letter # 019

April 06, 2023

Dan Wolf
TD&H Engineering
303 East 2nd Ave
Spokane, WA 99202

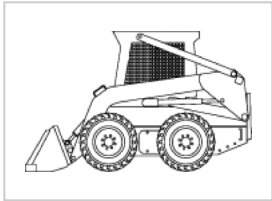
RE: Don Kardon Bridge Rehabilitation – HOA Bark Mulch Change

The purpose of this letter is to inform the project team that Garco is requesting compensation for the change to the HOA Riverpoint Condos bark mulch. Per site meeting and email, Garco has replaced plan specific 2" medium nugget with dark fine mulch from SiteOne. The price for replacement work that was done totals \$5,183.00.

Sincerely,

Tim Hutton, Project Manager

cc: Nick Hamad, City of Spokane Parks and Recreation
Berry Ellison, City of Spokane Parks and Recreation



BOBCAT
S570

+

ADD TO SAVED MODELS

Skid Steer Loaders (/search-results?categories=%5B53%5D&searchfor=) › Skid Steer Loaders (/search-results?categories=%5B53%5D&searchfor=&subtypes=%5B1435%5D) › 1,751 - 2,200 lbs
| [⇌ COMPARE SIMILAR MODELS \(/COMPARE-SIMILAR-MODELS/189697?CONFIGURATIONSEQUENCE=0&MODEL=189697\)](#)

◀

MARKET POPULARITY: **VERY POPULAR** (HTTP://EQUIPMENTWATCH.COM/RESOURCE-LIBRARY/Dictionary/Model-189697/POPULARITY/)

▶

YEAR	2023	▼
METER READS	in Hours or MI/KILM	
SERIAL NUMBER	...	
NOTES	...	

Operator Protection: EROPS

Power Mode: Diesel

- COSTS/RENTAL RATE BLUE BOOK (/MODEL/SKID-STEER-LOADERS/SKID-STEER-LOADERS/BOBCAT/S570/189697/COSTS/COST-RECOVERY/LOGGED-IN?date=2023-04-05...)
- VALUES & MARKET DATA (/MODEL/SKID-STEER-LOADERS/SKID-STEER-LOADERS/BOBCAT/S570/189697/VALUES-&MARKET-DATA)
- VERIFICATION (/MODEL/SKID-STEER-LOADERS/SKID-STEER-LOADERS/BOBCAT/S570/189697/VERIFICATION)
- RETAIL RENTAL (/MODEL/SKID-STEER-LOADERS/SKID-STEER-LOADERS/BOBCAT/S570/189697/RETAIL-RENTAL)
- SPECS (/MODEL/SKID-STEER-LOADERS/SKID-STEER-LOADERS/BOBCAT/S570/189697/SPECS?MODEL=189697)



Cost Recovery Rate (/model/Skid-Steer-Loaders/Skid-Steer-Loaders/Bobcat/S570/189697/costs)

Rate (/model/Skid-Steer-Loaders/Skid-Steer-Loaders/Bobcat/S570/189697/costs)

† Traditionally Rental Rate Blue Book

Format: ☒ Landscape ☐ Portrait





Select organization 

or

☐ Enter Values Manually

LOCATION	Location
OWNERSHIP ADJUSTMENT	100%
OPERATING ADJUSTMENT	100%
OWNERSHIP TIME STANDARD	Monthly

Active Rate

Rate Effective Date

Always Use Current Rate 

Ownership Cost (Hourly)

USD \$31.39

Collapse

Formula

USD \$0.00 | 0%
from Unadjusted Rate

+

Operating Cost (Hourly)

USD \$24.18

USD \$0.00 | 0%
from Unadjusted Rate



 (<http://equipmentwatch.com/resource-library/dictionary/fhwa-rate/>)

Your Adjusted Hourly Rate

USD \$55.57

USD \$0.00 | 0%
from Unadjusted Rate

Ownership Cost, Unadjusted
(Monthly)

USD \$5,525.00
+

Ownership Adjustment
(100%)

USD \$0.00
+

Regional Adjustment
(0%)

USD \$0.00
+

Year Adjustment
(2023: 100%)

USD \$0.00

176 (Hourly Calculation)

Standby Rate

Rate Effective Date

Always Use Current Rate ▾

Ownership Cost (Hourly)

Expand
Formula

USD \$10.99

USD \$0.00 | 0%
from Unadjusted Rate

+

Operating Cost (Hourly)

USD \$0.00

USD \$0.00 | 0%
from Unadjusted Rate

=

ⓘ (https://equipmentwatch.com/resource-library/dictionary/standby-rates/)

Your Adjusted Standby Hourly Rate

USD \$10.99

USD \$0.00 | 0%
from Unadjusted Rate

Idling Rate

Rate Effective Date

Always Use Current Rate ▼

Ownership Cost (Hourly)

Expand Formula

USD \$31.39

USD \$0.00 | 0%
from Unadjusted Rate

+

Operating Cost (Hourly)

USD \$9.59

USD \$0.00 | 0%
from Unadjusted Rate

(https://equipmentwatch.com/resource-library/dictionary/idling-rates/)

Your Adjusted Idling Hourly Rate

USD \$40.98

USD \$0.00 | 0%
from Unadjusted Rate

Rate Element Allocation: Ownership Costs Unadjusted (Monthly)

Element	Depreciation
Percentage	13%
Value	USD \$718.25
Element	Overhaul
Percentage	65%
Value	USD \$3,591.25

Element	Cost of Facilities Capital
Percentage	10%
Value	USD \$552.50
Element	Indirect
Percentage	12%
Value	USD \$663.00

Rate Element Allocation: Operating Costs (Hourly)

Element	Fuel @USD \$4.25
Percentage	40%
Value	USD \$9.59

Revised Date: 2nd quarter 2023

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Learn more here (<http://equipmentwatch.com/resource-library/product-guides/cost-recovery/#section-1>).

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Help (<http://equipmentwatch.com/resource-library/product-guides/>)



(<https://www.randallreilly.com>)

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Item 2: Ped Eco Counter Install

Once installed in the standard in-ground box supplied with the Eco Counter equipment, the cell phone connectivity was lost due to low signal strength in that area. To address this lack of communication, the equipment was relocated to an above-ground cabinet to improve signal strength. The existing railing was modified to allow for the cabinet to be accessed from the protected side of the railing.

The project included communications conduits that were stubbed up in the concrete pad next to the Service Cabinet. These conduit stubs present a tripping hazard, so a cabinet will be installed over the conduits. This cabinet can be used for future communications equipment.



Serial Letter # 021

May 04, 2023

Dan Wolf
TD&H Engineering
303 East 2nd Ave
Spokane, WA 99202

RE: Don Kardong Bridge Rehabilitation – Ped Eco Counter Install

The purpose of this letter is to provide a cost for the additional work for the Pedestrian Eco Counter. The cost is for the work that was done by Garco and Midland Electric for the temporary and permanent installations of the ped eco counter. The cost also reflects the future fabrication and installation of the conduit cabinet by Midland Electric. The total for this additional work totals \$9,833.

Sincerely,

Tim Hutton, Project Manager

cc: Nick Hamad, City of Spokane Parks and Recreation
Berry Ellison, City of Spokane Parks and Recreation

**2022-0338 Don Kardong Bridge Rehabilitation
Garco Job #22-15**

[illegible]



INDUSTRIAL - COMMERCIAL - TRANSPORTATION

P.O. Box 1267 Davenport, WA 99122 Office: 509.725.7005 Office@midlandelectricinc.com

Don Kardong Bridge

RC #21 - Work performed on 4/6/23 and 4/28/23

Section A: Contractor Labor Costs		Qty	Rate	Amount
Direct Labor		13 hrs	\$72.64	\$944.32
Drive time		3 hrs	\$38.00	\$114.00
Total Craft Hours and Direct Labor Costs		16 hrs		\$1,058.32
State of WA Industry Insurance		6.80%		\$71.97
FICA		7.65%		\$80.96
FUTA		6.20%		\$65.62
Employment Security		4.63%		\$49.00
Supervision (15% of Electrician Direct Labor)		15.00%		\$158.75
WISHA (2% Direct Labor Cost)		2.00%		\$21.17
Travel/Subsistence		16 hrs	\$4.75	\$76.00
G&A Overhead for Added Days			\$84.00	---
Total Labor Costs				\$1,581.78
Section B: Midland's Material Costs		Qty	Price	Total
3/8 lock washers		18.00	\$0.08	\$1.44
3/8 washers		36.00	\$0.29	\$10.44
3/8 nuts		18.00	\$0.25	\$4.50
3/8 bolts		18.00	\$0.45	\$8.10
strut feet		2.00	\$54.44	\$108.88
T strut brackets		2.00	\$11.54	\$23.08
L strut brackets		4.00	\$8.07	\$32.28
deep strut		10.00	\$4.81	\$48.10
Pole Mount Bracket - Part # 3610015000		1.00	\$35.41	\$35.41
Terminal Cabinet - Part # 2020060000		1.00	\$370.92	\$370.92
1" PVC Sch 40		10.00	\$2.11	\$21.10
1" RMC		10.00	\$6.62	\$66.20
1" PVC FA		2.00	\$1.46	\$2.92
1" PVC Coupling		2.00	\$0.79	\$1.58
1" locknut and bushing		2.00	\$2.39	\$4.78
1" hole pipe straps		2.00	\$1.00	\$2.00
1/4" x 1" lead pound in anchors		2.00	\$0.54	\$1.08

Sub Total:				\$742.81

Material Tax:	8.90%			
Material Total:				\$742.81
Section C: Midland's Equipment Costs				
Class A Work Van	2	\$350.00		\$700.00

Total Equipment Costs				\$700.00
Section E: Midland's Small Tool & Expendable Costs				
(5% of Total Labor Costs)	5.00%			\$79.09
Total Small Tool and Expendable Costs				\$79.09
Section G: Overhead				
<i>On Midland's Work</i>				
Subtotal of Midland's Work (Sections A - E)		\$3,103.68		
First \$50,000		\$3,103.68	10.00%	\$310.37
Remaining		---	5.00%	---
Subtotal				\$310.37
<i>On Work Performed by Midland's Subcontractors</i>				
Total of Subcontractor Work (Section F)		---		
First \$50,000		---	10.00%	---
Remaining		---	5.00%	---
Subtotal				---
Total Overhead				\$310.37
Section H: Profit				
<i>On Contractor's Own Work</i>	15.0%	\$3,103.68		\$465.55
<i>On Work Performed by Sub</i>	5.0%	---		---
Total Profit				\$465.55
Section I: Insurance and Bond				
Total of Sections A - G				\$3,879.60
Change Liability Insurance @	1.25%	of subtotal		\$48.49
Change Public Works Bond @	2.50%	of subtotal		\$96.99
Total Insurance and Bond				\$145.48
Section J: Summary and Total			Totals	
Total Change Order			\$4,025.08	
Added Day(s)			---	



INDUSTRIAL - COMMERCIAL - TRANSPORTATION

P.O. Box 1267 Davenport, WA 99122 Office: 509.725.7005 Office@midlandelectricinc.com

Don Kardong Bridge

RC # 22 - 30-36" TALL ALUMINUM PAD-MOUNT CABINET

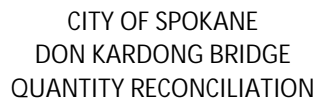
Section A: Contractor Labor Costs		Qty	Rate	Amount
Superintendent Direct Labor		2 hrs	\$72.64	\$145.28
Electrician Direct Labor			\$72.64	---
Total Craft Hours and Direct Labor Costs		2 hrs		\$145.28
State of WA Industry Insurance		6.80%		\$9.88
FICA		7.65%		\$11.11
FUTA		6.20%		\$9.01
Employment Security		4.63%		\$6.73
Supervision (15% of Electrician Direct Labor)		15.00%		\$21.79
WISHA (2% Direct Labor Cost)		2.00%		\$2.91
Travel/Subsistence		2 hrs	\$4.75	\$9.50
G&A Overhead for Added Days			\$84.00	---
Total Labor Costs				\$216.20
Section B: Midland's Material Costs		Qty	Price	Total
<u>WEDGE ANCHOR</u>		4.00	\$15.00	\$60.00
<u>ALUMINUM CABINET</u>		1.00	\$2,796.86	\$2,796.86

Sub Total:				\$2,856.86
Material Tax:		8.90%		
Material Total:				\$2,856.86
Section E: Midland's Small Tool & Expendable Costs				
(5% of Total Labor Costs)		5.00%		\$10.81
Total Small Tool and Expendable Costs				\$10.81
Section G: Overhead				
On Midland's Work				
Subtotal of Midland's Work (Sections A - E)		\$3,083.87		
First \$50,000		\$3,083.87	10.00%	\$308.39
Remaining		---	5.00%	---
Subtotal				\$308.39
Total Overhead				\$308.39
Section H: Profit				

<i>On Contractor's Own Work</i>	15.0%	\$3,083.87	\$462.58
<i>On Work Performed by Sub</i>	5.0%	---	---
Total Profit			\$462.58
Section I: Insurance and Bond			
Total of Sections A - G			\$3,854.84
Change Liability Insurance @	1.25%	of subtotal	\$48.19
Change Public Works Bond @	2.50%	of subtotal	\$96.37
Total Insurance and Bond			\$144.56
Section J: Summary and Total		Totals	
Total Change Order		\$3,999.40	
Added Day(s)		---	

Item 3: Bid Item Quantity Reconciliation

Some Bid Items that have unit costs had final quantities that were more or less than the bid quantities. Reconciliation of these quantities will adjust the Revised Contract Sum so that it matches the total amount billed on the project.



Item No.	Item Description	Bid Quantity	Unit	Unit Cost	Cost	Final Quantity	Final Cost	Over / Under
<u>Base Bid</u>								
103	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1	EST.	\$ 1.00	\$ 1.00	0	\$ -	\$ (1.00)
112	TREE PRUNING	20	EA	\$ 205.00	\$ 4,100.00	26	\$ 5,330.00	\$ 1,230.00
120	JOB MIX COMPLIANCE PRICE ADJUSTMENT	-1	EST	\$ 1.00	\$ (1.00)	0	\$ -	\$ 1.00
121	COMPACTION PRICE ADJUSTMENT	1	EST	\$ 845.00	\$ 845.00	0	\$ -	\$ (845.00)
125	STEEL REPAIRS - TYPE S1	10	LF	\$ 800.00	\$ 8,000.00	20	\$ 16,000.00	\$ 8,000.00
126	STEEL REPAIRS - TYPE S2	210	SF	\$ 125.00	\$ 26,250.00	22.5	\$ 2,812.50	\$ (23,437.50)
130	STEEL REPAIRS - TYPE S6	2	EA	\$ 4,300.00	\$ 8,600.00	1	\$ 4,300.00	\$ (4,300.00)
<u>Additive Alternate #3</u>								
402	SPALL REPAIRS - ADD. ALT. #3	89	SF	\$ 15.00	\$ 1,335.00	65.8	\$ 987.00	\$ (348.00)
403	EPOXY CRACK SEALING - ADD. ALT. #3	115	LF	\$ 65.00	\$ 7,475.00	122	\$ 7,930.00	\$ 455.00
RECONCILIATION COST TOTAL								\$ (19,245.50)

< Business Lookup

License Information:

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

Entity name: GARCO CONSTRUCTION, INC.

Business name: GARCO CONSTRUCTION, INC.

Entity type: [Profit Corporation](#)

UBI #: 602-809-160

Business ID: 001

Location ID: 0001

Location: Active

Location address: 4114 E BROADWAY AVE
SPOKANE WA 99202-4531

Mailing address: 4114 E BROADWAY AVE
SPOKANE WA 99202-4531

Excise tax and reseller permit status: [Click here](#)

Secretary of State status: [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Ellensburg General Business - Non-Resident				Active	Mar-31-2024	Feb-11-2020
Federal Way General Business - Non-Resident	15-105228-00-BL			Active	Mar-31-2024	Oct-14-2015
Kirkland General Business - Non-Resident	OBL23792			Active	Mar-31-2024	Nov-19-2018
Liberty Lake General Business - Non-Resident				Active	Mar-31-2024	Sep-27-2019
Minor Work Permit				Active	Mar-31-2024	Dec-15-2010
Spokane General Business	T12054470BUS			Active	Mar-31-2024	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Mar-31-2024	Jun-12-2009
Walla Walla General Business - Non-Resident				Active	May-31-2024	May-24-2023
Wenatchee General Business - Non-Resident	170046			Active	Mar-31-2024	Oct-16-2019

Governing People May include governing people not registered with Secretary of State

Governing people**Title**

BARNETT, HOLLIS

HOOPER, JEFF A

WELSH JR, JAMES T

WELSH, CLANCY

WELSH, JAMES T

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

GARCO

Active

Mar-14-2019

GARCO CONSTRUCTION

Active

Mar-14-2019

GARCO CONSTRUCTION, INC.

Active

Mar-14-2019

The Business Lookup information is updated nightly. Search date and time: 5/31/2023 1:42:06 PM

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GARCCON-03

ELEWIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2023

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

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

PRODUCER Hub International Northwest LLC PO Box 3144 Spokane, WA 99220	CONTACT NAME: Stacia Simpson PHONE (A/C, No, Ext): (509) 319-2912 FAX (A/C, No): E-MAIL ADDRESS: Stacia.Simpson@hubinternational.com
INSURED Garco Construction, Inc. P.O. Box 2946 Spokane, WA 99220	INSURER(S) AFFORDING COVERAGE INSURER A : Liberty Mutual Fire Insurance Company NAIC # 23035 INSURER B : Liberty Insurance Corporation 42404 INSURER C : Travelers Property Casualty Company of America 25674 INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	TB2Z91469954022	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	AS7Z91469954012	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<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	X	X	TH7Z91469954032	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	EL2Z91469954042	12/31/2022	12/31/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Builder's Risk			QT6300J565818TIL22	12/31/2022	12/31/2023	COC Incl EQ/FL \$ 4,000,000
A	WA Stop Gap			EL2Z91469954042	12/31/2022	12/31/2023	LIMIT \$ 1,000,000

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

PROJECT: RIVERFRONT PARK SOUTH SUSPENSION BRIDGE RENOVATION CONSTRUCTION
PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED STATUS IS GIVEN TO THE CITY OF SPOKANE PARKS & RECREATION FOR GOING AND COMPLETED OPERATIONS AS GRANTED BY THE POLICY FORMS ATTACHED. WAIVER OF SUBROGATION DOES APPLY PER THE ATTACHED POLICY FORMS.

CERTIFICATE HOLDER

CANCELLATION

CITY OF SPOKANE PARKS & RECREATION
828 W SPOKANE FALLS BLVD
SPOKANE, WA 99201-3316

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

PROPRIETARY AND CONFIDENTIAL

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

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

Throughout this policy the words **you** and **your** refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words **we**, **us** and **our** refer to the Company providing this insurance.

The word **insured** means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in bold font have special meaning. If not defined in the section in which they first appear, refer to **SECTION VII – DEFINITIONS**.

In return for the payment of premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

INSURING AGREEMENTS

SECTION I – COVERAGES

1. We will pay on behalf of the insured those sums in excess of the **retained limit** that the insured becomes legally obligated to pay as damages because of **bodily injury, property damage or personal and advertising injury** to which this insurance applies. In addition, we will pay those sums in excess of the **retained limit** that the insured becomes legally obligated to pay as damages because of a negligent act, error or omission committed in the administration of the Named Insured's employee benefit program, to which this insurance applies.

The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.

2. With respect to **bodily injury, property damage or personal and advertising injury**, this insurance applies only if:
 - a. The **bodily injury or property damage** occurs during the **policy period**, or the **personal and advertising injury** is caused by an offense arising out of your business but only if the offense was committed during the **policy period**;
 - b. The **bodily injury, property damage or personal and advertising injury** is caused by an **occurrence** that takes place anywhere; and
 - c. Prior to the **policy period**, no insured listed under Paragraph 3. of **SECTION II – WHO IS AN INSURED** or any **employee** who has been authorized by you to give or receive notice of an **occurrence** or claim, knew that the **bodily injury or property damage** had occurred, in whole or in part.
3. **Bodily injury or property damage** will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 3. of **SECTION II – WHO IS AN INSURED**, or any **employee** authorized by you to give or receive notice of an **occurrence** or claim:
 - a. Reports all, or any part of, such **bodily injury or property damage** to us or any other insurer;
 - b. Receives a written or oral demand or claim for damages because of such **bodily injury or property damage**; or
 - c. Becomes aware by any other means that **bodily injury or property damage** has occurred or has begun to occur.

PROPRIETARY AND CONFIDENTIAL

If such a listed insured or authorized **employee** knew, prior to the **policy period**, that the **bodily injury**, or **property damage** had occurred, then any continuation, change or resumption of such **bodily injury**, or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**.

4. **Bodily injury** or **property damage** which occurs during the **policy period** and which was not, prior to the **policy period**, known to have occurred or to have begun to occur by any insured listed under Paragraph 3. of **SECTION II – WHO IS AN INSURED** or any **employee** authorized by you to give or receive notice of an **occurrence** or claim, includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the **policy period**.
5. If we are prevented by law or statute from directly paying damages covered by this policy on behalf of the insured, then we will, where permitted, indemnify the Named Insured for those sums paid in excess of the **retained limit**.

As used in Paragraphs 2.c., 3. and 4. above, an insured listed under Paragraph 3. of **SECTION II – WHO IS AN INSURED** does not include a stockholder who is not otherwise an insured.

SECTION II – WHO IS AN INSURED

1. The **first named insured** is an insured.
2. Any organization that is a subsidiary of the **first named insured** and over which you maintain ownership or majority interest as of the effective date of this policy, provided such organization was made known to us by the effective date of this policy and is included as an insured in **underlying insurance**. Coverage under this policy will be no broader than that provided by **underlying insurance**.
3. If you are designated in the Declarations as:
 - a. An individual, you and your **spouse** are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their **spouses** are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your **executive officers** and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
4. Each of the following is also an insured:
 - a. Your **volunteer workers** but only while performing duties related to the conduct of your business, your **employees**, other than either your **executive officers** (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **employees** or **volunteer workers** are insureds for:

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

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

- (b) To the **spouse**, child, parent, brother or sister of that co-**employee** or **volunteer worker** as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (1)(b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However, Paragraphs (1)(a), (1)(b) and (1)(c) do not apply to the extent **underlying insurance** provides coverage for such person(s). Coverage under this policy will be no broader than that provided by **underlying insurance**.

Insurance provided by this policy for **bodily injury** to a co-**employee** or **volunteer worker** will not apply if the injured co-**employee's** or **volunteer worker's** sole remedy for such injury is provided under a workers' compensation law or any similar law.

(2) **Property damage** to property:

- (a) Owned, occupied, used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your **employees**, **volunteer workers**, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your **employee**) or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative, if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
 - e. Any person or organization included as an additional insured in **underlying insurance**. Coverage under this policy will be no broader than that provided by **underlying insurance**.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, this insurance will be no broader than that which you are required by the contract or agreement to provide for such additional insured.

The Limits of Insurance applicable to the additional insured are included within, and are not in addition to, the Limits of Insurance shown in the Declarations.

- f. Any person while using with your permission a **covered auto** and any person or organization legally responsible for its use, but only if that person is an insured with respect to liability arising out of the ownership, maintenance, use or entrustment to others of **covered autos**.
5. 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 an insured under this policy if there is no other similar insurance available to that organization and that organization qualifies as an insured in **underlying insurance**. However:

PROPRIETARY AND CONFIDENTIAL

- 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. However, such coverage will be provided for no longer than that provided by **underlying insurance**; and
- b. Coverage does not apply to any liability that occurred or offense committed before you acquired or formed the organization.

Except as provided in Paragraph 5. above, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or **suits** brought;
 - c. Persons or organizations making claims or bringing **suits**; or
 - d. Coverages provided under this policy.
2. The General Aggregate Limit is the most we will pay for the sum of all damages covered under this policy, except:
 - a. Damage included in the **products-completed operations hazard**; and
 - b. Damage covered by **underlying insurance** to which no aggregate limit applies.

The General Aggregate Limit applies separately and in the same manner as the aggregate limits in the **underlying insurance**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all damages because of **bodily injury** and **property damage** included in the **products-completed operations hazard**.
4. Subject to Paragraphs 2. and 3. above, if either applies, the Each Occurrence Limit is the most we will pay for the sum of all damages covered under this policy arising out of any one **occurrence**.
5. If the applicable limits of insurance of **underlying insurance** or **other insurance** providing coverage to the insured are reduced or exhausted by payments of damages, subject to the terms and conditions of this policy, we will:
 - a. In the event of reduction, pay in excess of the reduced applicable limits of **underlying insurance** or **other insurance**; or
 - b. In the event of exhaustion, continue in force as **underlying insurance**, but for no broader coverage than is available under this policy.

The **retained limit** will not be reduced or exhausted by defense costs, loss adjustment expenses, supplementary payments or similar amounts that reduce or exhaust the policy limits of **underlying insurance** or **other insurance**.

6. If any **underlying insurance** has a limit of insurance greater than the amount shown in the Schedule of Underlying Insurance this policy will apply in excess of the greater amount.

14. Terms Conformed to Statute

The terms of this policy which are in conflict with the statutes, laws, ordinances or regulations of the state or jurisdiction where this policy is issued are amended to conform to such statutes, laws, ordinances or regulations.

15. Trade or Economic Sanctions

This insurance applies except to the extent coverage is in violation of any trade or economic sanction, embargo or similar regulation imposed by the United States of America.

16. Transfer of Rights of Recovery Against Others to Us

- a. If any insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured will do all that is necessary to secure such rights and must help us enforce them. The insured will do nothing after loss to prejudice such rights.

We have the right to recover our payments from anyone liable for injury or damage covered by this policy. We waive any right of recovery we may have against a person or organization, if you waive any right of recovery against such a person or organization in a written contract, but only if such contract was executed prior to injury or damage.

- b. Any recoveries shall be applied as follows:

- (1) Any person or organization, including the insured, that has paid an amount in excess of the applicable Limits of Insurance of this policy will be reimbursed first;
- (2) We then will be reimbursed up to the amount we have paid; and
- (3) Lastly, any person or organization, including the insured, that has paid an amount over which this policy is excess is entitled to claim the remainder.

Expenses incurred by us in the exercise of the rights of recovery shall be apportioned among the persons or organizations, including the insured, in the ratio of their respective recoveries as finally settled.

17. Transfer of Your Rights and Duties

Your rights and duties under this policy may not be transferred without our written consent.

If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property. However, in such event, notice of cancellation of this policy sent to the **first named insured** and mailed to the last mailing address known to us will be sufficient notice to effect cancellation of this policy.

18. Unintentional Failure to Disclose

There will be no coverage under this policy for hazards you fail to disclose at the inception of the **policy period**, except that unintentional failure of the Named Insured to disclose all hazards existing at the inception of this policy shall not be a basis for denial of any coverage afforded by this policy. However, you must report the hazard to us as soon as practical after discovering the failure to disclose.

19. When Loss is Payable

Coverage under this policy will not apply unless and until the insured or the **underlying insurer** has paid or is obligated to pay the full amount of the **retained limit**. However, when an agreed settlement or final judgment has been determined, we will promptly pay on behalf of the insured those sums falling within the terms of this policy.

- d. The total applicable limits of all **underlying insurance** do not decrease, except for any reduction or exhaustion of aggregate limits by payment of judgments or settlements; and
- e. You notify us in writing, as soon as practicable, if any **underlying insurance** is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any **underlying insurance** is changed.

Failure to comply with these requirements will not invalidate this insurance. However, in the event of such failure, we will only be liable to the same extent that we would have been, had you fully complied with these requirements.

10. Named Insureds

- a. The **first named insured** is authorized to act and agrees to act on behalf of all persons or organizations insured under this policy with respect to all matters pertaining to the insurance afforded by the policy.
- b. Each Named Insured is jointly and severally liable for:
 - (1) All premiums due under this policy; and
 - (2) Any other financial obligations of any Named Insured to us arising out of any agreements contained in this policy.

11. Other Insurance

This insurance is excess over, and will not share or contribute with any **other insurance** whether primary, excess, contingent or on any other basis.

However, this insurance will not seek contribution from any **other insurance** available to an additional insured provided that:

- a. The additional insured is a Named Insured on such **other insurance**;
- b. You have agreed in a written contract or agreement with the additional insured that this insurance would not seek contribution from any **other insurance** available;
- c. **Underlying insurance** includes the person or organization as an additional insured; and
- d. **Underlying insurance** provides coverage to the person or organization on a primary and noncontributory basis.

12. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate, complete and based on information and representations you provided or made to us;
- b. We have issued this policy in reliance upon your information and representations.

13. Separation of Insureds

Except with respect to the Limits of Insurance of this policy and any rights or duties specifically assigned to the **first named insured**, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or **suit** is brought.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
All Persons or Organizations as required in a written contract or agreement or permit requiring arising out of language, entered into prior to an occurrence or offense to provide additional insured status requiring the use of CG 20 37 with 07 04 edition date.	All locations as required by a written contract or agreement or permit entered into prior to an occurrence or offense
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location And Description Of Completed Operations

Policy Number TB2Z91469954022
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL GENERAL LIABILITY
ADDITIONAL INSURED ENHANCEMENT FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

Item 1. Blanket Additional Insured Where Required By Written Agreement

Lessors of Leased Equipment
Managers or Lessors of Premises
Mortgagees, Assignees or Receivers
Owners, Lessees or Contractors
Architects, Engineers or Surveyors
Any Person or Organization

Item 2. Blanket Additional Insured – Grantor Of Permits

Item 3. Other Insurance Amendment

Item 1. Blanket Additional Insured Where Required By Written Agreement

Paragraph 2. of **Section II – Who Is An Insured** is amended to add the following:

Additional Insured By Written Agreement

The following are insureds under the Policy when you have agreed in a written agreement to provide them coverage as additional insureds under your policy:

- 1. Lessors of Leased Equipment:** The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- 2. Managers or Lessors of Premises:** Any manager(s) or lessor(s) of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent act(s) or omission(s) of you, your "employees", your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land;
 - b. Structural alterations, new construction or demolition operations performed by or on behalf of that manager or lessor; or
 - c. Any premises for which coverage is excluded by endorsement.
3. **Mortgagees, Assignees or Receivers:** Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of your ownership, maintenance or use of the premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or on behalf of such person(s) or organization(s).

4. **Owners, Lessees or Contractors:** Any person(s) or organization(s) to whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors.

There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out the additional insured's sole negligence.

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

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services.

5. **Architects, Engineers or Surveyors:** Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:
- a. In connection with your premises; or
 - b. In the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional 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; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or for you.

6. Any Person or Organization Other Than a Joint Venture: Any person(s) or organization(s) (other than a joint venture of which you are a member) for whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with premises owned by or rented to you.

This insurance does not apply to:

- a. Any person(s) or organization(s) more specifically covered in Paragraphs 1. through 5. above;
- b. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf; or
- c. Any person(s) or organization(s) whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving or failing to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders, designs and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or on behalf of you, or those operating on your behalf.

The insurance afforded to any person(s) or organization(s) as an insured under this **Item 1.:**

- 1. Applies to the extent permitted by law;
- 2. Applies only to the scope of coverage and the minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this Policy;
- 3. Does not apply to any person(s) or organization(s) for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this Policy applies to such person(s) or organization(s) with regard to the "bodily injury", "property damage" or "personal and advertising injury";
- 4. Applies only if the "bodily injury" or "property damage" occurs, or the offense giving rise to the "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and
- 5. Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.

Item 2. Blanket Additional Insured – Grantor Of Permits

Paragraph 2. of **Section II – Who Is An Insured** is amended to add the following:

Any state, municipality or political subdivision that has issued you a permit in connection with any operations performed by you or on your behalf, or in connection with premises you own, rent or control, and to which this insurance applies, but only to the extent that you are required to provide additional insured status to the state, municipality or political subdivision as a condition of receiving and maintaining the permit. Such state, municipality or political subdivision that has issued you a permit is an insured only with respect to their liability as grantor of such permit to you.

However, with respect to the state, municipality or political subdivision:

1. Coverage will be no broader than required; and
2. Limits of insurance will not exceed the minimum limits of insurance required as a condition for receiving or maintaining the permit;

but neither the scope of coverage nor the limits of insurance will exceed those provided by this Policy.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written agreement initiated prior to loss; or
3. "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 3. Other Insurance Amendment

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph 4. **Other Insurance** of **Section IV – Commercial General Liability Conditions** will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. **Other Insurance** of **Section IV – Commercial General Liability Conditions** will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

- b. this coverage shall expire at the end of the **Policy Period** or within ninety (90) days of such formation or acquisition of the entity, whichever is earlier, unless you submit written notice to us providing detailed information concerning the newly formed or acquired entity, confirmed by us by endorsement, and provided that you pay any applicable additional premium requested by us;
- 7. Any **Insured** with regard to its participation in a legal entity including a limited liability company or joint venture, but only to the extent of the **Insured's** legal liability for its rendering of **Professional Activities and Duties** and/or **Contracting Activities** under the respective legal entity or joint venture;
- 8. With regard to Section 1: What We Cover D.1., the **Client**, but only:
 - a. if the you are required to include the **Client** as an additional **Insured** in a written contract in effect during the **Policy Period** and signed by the you prior to the first commencement of the **Pollution Condition**; and
 - b. with respect to the **Client's** vicarious liability resulting from your **Contracting Activity**.
- 9. With regard to Section 1: What We Cover D.1., all persons or organizations, other than a **Client**, as required by a written contract executed by the **Named Insured**, but only for:
 - a. a **Pollution Condition** caused by your **Contracting Activity**; and
 - b. the vicarious liability of the person or organization that results from the performance of your **Contracting Activity**
provided that such written contract is signed by the **Named Insured** prior to the commencement of the **Pollution Condition**.

Insured Contract L. means that part of any written contract or written agreement under which you assume the Tort Liability of another party to pay compensatory damages for **Bodily Injury** or **Property Damage**, to a third person or organization, provided that such written contract or written agreement is signed by you prior to the **Bodily Injury** or **Property Damage**. Tort Liability means a liability that would be imposed by law in the absence of any contract or agreement.

Declarations and Representations	G.	By acceptance of this policy, you agree that the statements and information contained in the Application and other supplemental materials submitted to us are: (a) true and correct; (b) such statements and information are material to our underwriting of this policy; and (c) that this policy has been issued by us in reliance upon the truth and correctness of such statements and information.
Design Professional's Insurance	H.	The Insured shall require that each Design Professional under written contract to it evidence professional liability insurance.
Headings	I.	The descriptions in the headings of this policy are solely for convenience and form no part of the terms and conditions of this policy.
Inspection and Audit	J.	<p>We will be permitted, but not obligated, to examine, audit, monitor and inspect on a continuing basis any of the Insured's books, records, services, properties and activities at any time, as far as they relate to the subject matter of this policy.</p> <p>Neither our right to examine, audit, monitor and make inspections, or the actual undertaking thereof, or any report thereon, neither constitutes an undertaking to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation. Any inspections will be coordinated through your broker or agent.</p> <p>We may modify, amend or delete any of the terms and conditions of this policy including the right to charge additional premium and the right to cancel, rescind or void this policy, if our examination, audit, monitoring or inspection reveals any material risk, hazard or condition that was not previously disclosed by any Insured in the Application or supplemental materials, or which deviates from the information disclosed in the Application or supplemental materials.</p>
Limitation of Liability	K.	Under Protective Loss Coverage, the Insured shall not accept any limitation of liability from a Design Professional other than to insurance proceeds, without our express written consent.
Other Insurance	L.	<p>Where other valid and collectible insurance is available to the Insured, in addition to Design Professional's Insurance, our obligations to the Insured are as follows:</p> <ol style="list-style-type: none"> 1. This insurance is excess over any other valid and collectible insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise. 2. This insurance is excess over any other valid and collectible insurance available to the Insured under a project specific insurance policy, contractor-controlled insurance program, owner-controlled insurance program, consolidated (wrap-up) insurance program or any other similar insurance or program, whether such other insurance or program is stated to be primary, contributory, excess, contingent or otherwise. 3. This insurance is excess over any other valid and collectible Design Professional's Insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

4. Under Section 1: What We Cover: D. Pollution Loss Coverage only, when the **Named Insured** is required by contract, agreement, or permit to include any person or entity as an additional insured, such coverage shall be provided on a primary and non-contributory basis.

- Severability** M. Except with respect to the Limits of Liability and the Self-Insured Retention Amount, and any rights or duties specifically assigned in this policy to you, this insurance applies: (a) as if each **Named Insured** were the only **Named Insured**; and (b) separately to each **Insured** against or by whom a **Claim** is made.
- Misrepresentation, concealment, breach of condition or violation of any duty under this policy by one **Insured** shall not prejudice the interest or coverage of another **Insured** under this policy.
- Sole Agent** N. You will act on behalf of all **Insured(s)** for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this policy, giving and receiving notice of cancellation or non-renewal and the exercise of the rights provided in Section 6: Extended Reporting Period, B. Optional Extended Reporting Period.
- Subrogation** O. In the event of any payment under this policy, we will be subrogated to all of the **Insured's** rights of recovery against any person or organization and the **Insured** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing at any time to prejudice our subrogation rights.
- However, we waive our right(s) of recovery against any person or organization included in the definition of an **Insured** or against the **Insured's Clients**, if prior to a **Professional Liability Claim**, a waiver of subrogation was so required and accepted under a specific contractual undertaking by the **Insured**.
- Under Section 1: What We Cover: D. Pollution Loss Coverage, we waive our right(s) of recovery against any person or organization included in the definition of an **Insured** or against the **Insured's Clients** if prior to the **Pollution Claim**, a waiver of subrogation was required and accepted under a specific contractual undertaking by the **Insured**.
- Territory** P. Coverage granted under this policy will apply anywhere in the world, to the extent permitted by law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:	All Persons or Organizations as required in a written contract or agreement or permit requiring arising out of language, entered in- to prior to an occurrence or offense to provide additional insured status requiring the use of CG 20 10 with 10 01 edition date
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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

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

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

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To

Countersigned by

.....
Authorized Representative

Issued

Sales Office and No.

End. Serial No.

Declarations and Representations	G.	By acceptance of this policy, you agree that the statements and information contained in the Application and other supplemental materials submitted to us are: (a) true and correct; (b) such statements and information are material to our underwriting of this policy; and (c) that this policy has been issued by us in reliance upon the truth and correctness of such statements and information.
Design Professional's Insurance	H.	The Insured shall require that each Design Professional under written contract to it evidence professional liability insurance.
Headings	I.	The descriptions in the headings of this policy are solely for convenience and form no part of the terms and conditions of this policy.
Inspection and Audit	J.	<p>We will be permitted, but not obligated, to examine, audit, monitor and inspect on a continuing basis any of the Insured's books, records, services, properties and activities at any time, as far as they relate to the subject matter of this policy.</p> <p>Neither our right to examine, audit, monitor and make inspections, or the actual undertaking thereof, or any report thereon, neither constitutes an undertaking to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation. Any inspections will be coordinated through your broker or agent.</p> <p>We may modify, amend or delete any of the terms and conditions of this policy including the right to charge additional premium and the right to cancel, rescind or void this policy, if our examination, audit, monitoring or inspection reveals any material risk, hazard or condition that was not previously disclosed by any Insured in the Application or supplemental materials, or which deviates from the information disclosed in the Application or supplemental materials.</p>
Limitation of Liability	K.	Under Protective Loss Coverage, the Insured shall not accept any limitation of liability from a Design Professional other than to insurance proceeds, without our express written consent.
Other Insurance	L.	<p>Where other valid and collectible insurance is available to the Insured, in addition to Design Professional's Insurance, our obligations to the Insured are as follows:</p> <ol style="list-style-type: none"> 1. This insurance is excess over any other valid and collectible insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise. 2. This insurance is excess over any other valid and collectible insurance available to the Insured under a project specific insurance policy, contractor-controlled insurance program, owner-controlled insurance program, consolidated (wrap-up) insurance program or any other similar insurance or program, whether such other insurance or program is stated to be primary, contributory, excess, contingent or otherwise. 3. This insurance is excess over any other valid and collectible Design Professional's Insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

4. Under Section 1: What We Cover: D. Pollution Loss Coverage only, when the **Named Insured** is required by contract, agreement, or permit to include any person or entity as an additional insured, such coverage shall be provided on a primary and non-contributory basis.

- Severability** M. Except with respect to the Limits of Liability and the Self-Insured Retention Amount, and any rights or duties specifically assigned in this policy to you, this insurance applies: (a) as if each **Named Insured** were the only **Named Insured**; and (b) separately to each **Insured** against or by whom a **Claim** is made.
- Misrepresentation, concealment, breach of condition or violation of any duty under this policy by one **Insured** shall not prejudice the interest or coverage of another **Insured** under this policy.
- Sole Agent** N. You will act on behalf of all **Insured(s)** for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this policy, giving and receiving notice of cancellation or non-renewal and the exercise of the rights provided in Section 6: Extended Reporting Period, B. Optional Extended Reporting Period.
- Subrogation** O. In the event of any payment under this policy, we will be subrogated to all of the **Insured's** rights of recovery against any person or organization and the **Insured** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing at any time to prejudice our subrogation rights.
- However, we waive our right(s) of recovery against any person or organization included in the definition of an **Insured** or against the **Insured's Clients**, if prior to a **Professional Liability Claim**, a waiver of subrogation was so required and accepted under a specific contractual undertaking by the **Insured**.
- Under Section 1: What We Cover: D. Pollution Loss Coverage, we waive our right(s) of recovery against any person or organization included in the definition of an **Insured** or against the **Insured's Clients** if prior to the **Pollution Claim**, a waiver of subrogation was required and accepted under a specific contractual undertaking by the **Insured**.
- Territory** P. Coverage granted under this policy will apply anywhere in the world, to the extent permitted by law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT OR DESIGNATED LOCATION
COMBINED AGGREGATE LIMITS – WITH TOTAL AGGREGATE LIMIT
FOR ALL PROJECTS AND LOCATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project or a single designated "location":
1. A separate Designated General Aggregate Limit applies to each designated construction project and to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated General Aggregate Limit is the most we will pay for the sum of all damages under Section I - Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Section I - Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated General Aggregate Limit for that designated construction project or designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated General Aggregate Limit for any other designated construction project or designated "location".
 4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated General Aggregate Limit and the Total Aggregate Limit for all Projects and Locations.
 5. The Total Aggregate Limit for all Projects and Locations shown in the Schedule of this endorsement is the most we will pay for the sum of all damages caused by "occurrences" under Section I – Coverage A and all medical expenses caused by accidents under Section I – Coverage C which can be attributed only to ongoing operations at a designated construction project or designated "location" shown in the Schedule of this endorsement, regardless of the number of construction projects, "locations", "occurrences" or accidents.
 6. Each Designated General Aggregate Limit is subject to the Total Aggregate Limit for all Projects and Locations shown in the Schedule of this endorsement.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project or single designated "location":

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated General Aggregate Limit.
- D. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:
- "Location" means any premise that you occupy for permanent operations as part of your business, but does not include any premises at which you are performing operations as part of a construction project. All premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "location".
- F. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Schedule

Designated Construction Project(s) or Designated Location(s):

All "locations" and all construction projects at which you are performing ongoing operations.

Total Aggregate Limit for all Projects and Locations: \$ 20,000,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- I. Newly Acquired or Formed Organizations
- II. Employees as Insureds
- III. Lessor - Additional Insured and Loss Payee
- IV. Supplementary Payments - Increased Limits
- V. Fellow Employee Coverage
- VI. Personal Property of Others
- VII. Additional Transportation Expense and Cost to Recover Stolen Auto
- VIII. Airbag Coverage
- IX. Tapes, Records and Discs Coverage
- X. Physical Damage Deductible - Single Deductible
- XI. Physical Damage Deductible - Glass
- XII. Physical Damage Deductible - Vehicle Tracking System
- XIII. Duties in Event of Accident, Claim, Suit or Loss
- XIV. Unintentional Failure to Disclose Hazards
- XV. Worldwide Liability Coverage - Hired and Nonowned Autos
- XVI. Hired Auto Physical Damage
- XVII. Auto Medical Payments Coverage Increased Limits
- XVIII. Drive Other Car Coverage - Broadened Coverage for Designated Individuals
- XIX. Rental Reimbursement Coverage
- XX. Notice of Cancellation or Nonrenewal
- XXI. Loan/Lease Payoff Coverage
- XXII. Limited Mexico Coverage
- XXIII. Waiver of Subrogation

I. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words "you" and "your" also refer to any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of more than 50 percent interest, provided:

- A. There is no similar insurance available to that organization;
- B. Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:
 - 1. The 90th day after you acquire or form the organization; or
 - 2. The end of the policy period,whichever is earlier; and
- C. The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSURED

Paragraph **A.1. Who Is An Insured** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended to add the following:

Your "employee" is an "insured" while using with your permission a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

III. LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

A. Any "leased auto" will be considered an "auto" you own and not an "auto" you hire or borrow. The coverages provided under this section apply to any "leased auto" until the expiration date of this policy or until the lessor or his or her agent takes possession of the "leased auto" whichever occurs first.

B. For any "leased auto" that is a covered "auto" under **SECTION II - COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** provision is changed to include as an "insured" the lessor of the "leased auto". However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

1. You.
2. Any of your "employees" or agents; or
3. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

C. Loss Payee Clause

1. We will pay, as interests may appear, you and the lessor of the "leased auto" for "loss" to the covered "leased auto".
2. The insurance covers the interest of the lessor of the "leased auto" unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor of a "leased auto", we will obtain his or her rights against any other party.

D. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

E. The lessor is not liable for payment of your premiums.

F. For purposes of this endorsement, the following definitions apply:

"Leased auto" means an "auto" which you lease for a period of six months or longer for use in your business, including any "temporary substitute" of such "leased auto".

"Temporary substitute" means an "auto" that is furnished as a substitute for a covered "auto" when the covered "auto" is out of service because of its breakdown, repair, servicing, "loss" or destruction.

IV. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

Subparagraphs **A.2.a.(2)** and **A.2.a.(4)** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** are deleted and replaced by the following:

- (2)** Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4)** All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

V. FELLOW EMPLOYEE COVERAGE

- A.** Exclusion **B.5.** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** does not apply.
- B.** For the purpose of Fellow Employee Coverage only, Paragraph **B.5.** of **SECTION IV - BUSINESS AUTO CONDITIONS** is changed as follows:

This Fellow Employee Coverage is excess over any other collectible insurance.

VI. PERSONAL PROPERTY OF OTHERS

Exclusion **6.** in **SECTION II - COVERED AUTOS LIABILITY COVERAGE** for a covered "auto" is amended to add the following:

This exclusion does not apply to "property damage" or "covered pollution cost or expense" involving "personal property" of your "employees" or others while such property is carried by the covered "auto". The Limit of Insurance for this coverage is \$5,000 per "accident". Payment under this coverage does not increase the Limit of Insurance.

For the purpose of this section of this endorsement, "personal property" is defined as any property that is not used in the individual's trade or business or held for the production or collection of income.

VII. ADDITIONAL TRANSPORTATION EXPENSE AND COST TO RECOVER STOLEN AUTO

- A.** Paragraph **A.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended as follows:

The amount we will pay is increased to \$50 per day and to a maximum limit of \$1,000.

- B.** Paragraph **A.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

If your business is shown in the Declarations as something other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered "auto" from the place where it is recovered to its usual garaging location.

VIII. AIRBAG COVERAGE

Exclusion **B.3.a.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

IX. TAPES, RECORDS AND DISCS COVERAGE

Exclusion **B.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

- a.** Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:

(1) Are your property or that of a family member; and

(2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$200. No Physical Damage Coverage deductible applies to this coverage.

X. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same collision, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos".

XI. PHYSICAL DAMAGE DEDUCTIBLE – GLASS

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

No deductible applies to "loss" to glass if you elect to patch or repair it rather than replace it.

XII. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

XIII. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Subparagraphs **A.2.a.** and **A.2.b.** of **SECTION IV- BUSINESS AUTO CONDITIONS** are changed to:

a. In the event of "accident", claim, "suit" or "loss", your insurance manager or any other person you designate must notify us as soon as reasonably possible of such "accident", claim, "suit" or "loss". Such notice must include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident", claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident", claim, "suit" or "loss" from your agent, servant or "employee".

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph **B.2.** in **SECTION IV - BUSINESS AUTO CONDITIONS** is amended to add the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

XV. WORLDWIDE LIABILITY COVERAGE - HIRED AND NONOWNED AUTOS

Condition **B.7.** in **SECTION IV - BUSINESS AUTO CONDITIONS** is amended to add the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

- a. If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit".

If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America at the rate of exchange prevailing on the date of reimbursement.

The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.

- b. We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

Failure to comply with the auto insurance laws of other countries may result in fines or penalties. This insurance does not apply to such fines or penalties.

XVI. HIRED AUTO PHYSICAL DAMAGE

If no deductibles are shown in the Declarations for Physical Damage Coverage for Hired or Borrowed Autos, the following will apply:

- A. We will pay for "loss" under Comprehensive and Collision coverages to a covered "auto" of the private passenger type hired without an operator for use in your business:

1. The most we will pay for coverage afforded by this endorsement is the lesser of:
 - a. The actual cost to repair or replace such covered "auto" with other property of like kind and quality; or
 - b. The actual cash value of such covered "auto" at the time of the "loss".
 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
 3. We may deduct for betterment for parts normally subject to repair and replacement during the useful life of the "auto". In this event, deductions shall be limited to the lesser of:
 - a. An amount equal to the proportion that the expired life of the part to be repaired or replaced bears to the normal useful life of that part; or
 - b. The amount which the resale value of the "auto" is increased from the repair or replacement.
- B.** For each covered "auto", our obligation to pay for, repair, return or replace the covered "auto" will be reduced by any deductible shown in the Declarations that applies to private passenger "autos" that you own. If no applicable deductible is shown in the Declarations, the deductible will be \$250.

If the Declarations show other deductibles for Physical Damage Coverages for Hired or Borrowed Autos, this Section XVI of this endorsement does not apply.

- C.** Paragraph **A.4.b.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage provided by this endorsement, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a private passenger vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay under this coverage is \$30 per day, subject to a maximum of \$900.

XVII. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMITS

For any covered "loss", the Limit of Insurance for Auto Medical Payments will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident". This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos", "insureds", premiums paid, claims made, or vehicles involved in the "accident".

If no limit of insurance for Auto Medical Payments is shown on the Declarations, this paragraph Section XVII of this endorsement does not apply.

XVIII. DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR DESIGNATED INDIVIDUALS

- A.** This endorsement amends only those coverages indicated with an "X" in the Drive Other Car section of the Schedule to this endorsement.

B. SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended as follows:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Drive Other Car section of the Schedule to this endorsement or by his or her spouse while a resident of the same household except:
 - a. Any "auto" owned by that individual or by any member of his or her household; or
 - b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".
2. The following is added to **Who Is An Insured**:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph **B.1.** of this endorsement.

C. Auto Medical Payments, Uninsured Motorist, and Underinsured Motorist Coverages are amended as follows:

The following is added to **Who Is An Insured**:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her "family members" are "insured" while "occupying" or while a pedestrian when struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

D. SECTION III - PHYSICAL DAMAGE COVERAGE is changed as follows:

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Drive Other Car section of the Schedule to this endorsement or his or her spouse while a resident of the same household except:

1. Any "auto" owned by that individual or by any member of his or her household; or
2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

E. For purposes of this endorsement, SECTION V - DEFINITIONS is amended to add the following:

"Family member" means a person related to the individual named in the Drive Other Car section of the Schedule to this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

XIX. RENTAL REIMBURSEMENT COVERAGE

- A. For any owned covered "auto" for which Collision and Comprehensive Coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to an owned covered "auto". Such payment applies in addition to the otherwise applicable amount of physical damage coverage you have on a covered "auto". No deductibles apply to this coverage.
- B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending with the earlier of the return or repair of the covered "auto", or the exhaustion of the coverage limit.
- C. Our payment is limited to the lesser of the following amounts:
 1. Necessary and actual expenses incurred; or

2. \$30 per day with a maximum of \$900 in any one period.

D. This coverage does not apply:

1. While there are spare or reserve "autos" available to you for your operations; or

2. If coverage is provided by another endorsement attached to this policy.

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

XX. NOTICE OF CANCELLATION OR NONRENEWAL

A. Paragraph A.2. of the **COMMON POLICY CONDITIONS** is changed to:

2. We may cancel or non-renew this policy by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule:

a. For reasons of non-payment, the greater of:

(1) 10 days; or

(2) The number of days specified in any other Cancellation Condition attached to this policy; or

b. For reasons other than non-payment, the greater of:

(1) 60 days;

(2) The number of days shown in the Cancellation and Non-renewal Schedule; or

(3) The number of days specified in any other Cancellation Condition attached to this policy,

prior to the effective date of the cancellation or non-renewal.

B. All other terms of Paragraph A. of the **COMMON POLICY CONDITIONS**, and any amendments thereto, remain in full force and effect.

XXI. LOAN/LEASE PAYOFF COVERAGE

The following is added to Paragraph C. **Limits Of Insurance** of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE SECTION** of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the "loss";

b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

c. Security deposits not returned by the lessor;

- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of \$1,500 for each covered "auto".

XXII. LIMITED MEXICO COVERAGE

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

A. Coverage

1. Paragraph **B.7.** of **SECTION IV - BUSINESS AUTO CONDITIONS** is amended by the addition of the following:

The coverage territory is extended to include Mexico but only if all of the following criteria are met:

- a. The "accidents" or "loss" occurs within 25 miles of the United States border; and
- b. While on a trip into Mexico for 10 days or less.

2. For coverage provided by this section of the endorsement, Paragraph **B.5. Other Insurance** in **SECTION IV - BUSINESS AUTO CONDITIONS** is replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

XXIII. WAIVER OF SUBROGATION

Paragraph **A.5.** in **SECTION IV - BUSINESS AUTO CONDITIONS** does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Schedule

Name Of Person(s) Or Organization(s):

As required by written contract or agreement entered into prior to loss.

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

Where required by contract or written agreement prior to loss and allowed by law.

In the state of AK, the premium charge is 1.85% of the total standard premium, subject to a minimum premium of \$250 per policy.

In the states of ID, MI, MT, NV and SD, the premium charge is 2.0% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the state of LA, the premium charge is 2.0% of the total standard premium, subject to a minimum premium of \$250 per policy.

In the state of OR, the premium charge is 1.0% of the total manual premium, subject to a minimum premium of \$250 per policy.

Issued by The First Liberty Insurance Corporation27359

For attachment to Policy No.WC6-Z91-469954-102

Effective Date

Premium \$

Issued to Garco Construction Inc

Endorsement No.

Policy Number: AS7-Z91-469954-012
Issued by: Liberty Insurance Corp.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

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

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

Schedule

Name of Person(s) or Organizations(s):

Any person or organization whom you agreed in writing as an additional insured, but only for the coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

updated: 04/24/2023 12:57pm



City of Spokane
Parks and Recreation Department

CONTRACT AMENDMENT

Title: **ON-CALL PLUMBING SERVICES**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as ("City"), a Washington municipal corporation, and **McKINSTRY, CO., LLC**, whose address is 850 East Spokane Falls Boulevard, Suite 100, 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 on-call plumbing services for the City of Spokane Parks and Recreation Department; and

WHEREAS, additional 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 June 20, 2022 and June 21, 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 shall become effective on April 1, 2023.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)**, excluding applicable tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this

Contract Amendment by having legally-binding representatives affix their signatures below.

McKINSTRY, CO., 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

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: 850 E SPOKANE FALLS BLVD
SPOKANE WA 99202-2167

Mailing address: PO BOX 24567
SEATTLE WA 98124-0567

Excise tax and reseller permit status: [Click here](#)

Secretary of State status: [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-31-2024	Jan-03-2019
East Wenatchee General Business - Non-Resident				Active	Jan-31-2024	Jun-08-2017
Moses Lake General Business - Non-Resident	BUS1998-00872			Active	Jan-31-2024	Jan-23-1998
Spokane General Business	T11103486BUS			Active	Jan-31-2024	Oct-15-2012

Governing People May include governing people not registered with Secretary of State

Governing people	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

Registered trade names	Status	First issued
MCKINSTRY ELECTRICAL	Active	Dec-18-2013

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 5/31/2023 1:43:03 PM

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MCKICO-01

LVSUPALLI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

1/30/202



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 POLICY BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	CONTACT NAME:	
	PHONE (A/C, No, Ext): (425) 489-4500	FAX (A/C, No): (425) 485-8489
INSURED McKinstry Co. LLC PO Box 24567 Seattle, WA 98124-0567	E-MAIL ADDRESS: now.info@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Travelers Indemnity Company	
	INSURER B: Travelers Property Casualty Company of America	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	VTC2K-CO-5643B901-IND-23	1/31/2023	1/31/2024	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> WA Stop Gap						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:						
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY			VTC2J-CAP-5643B913-TIL-23	1/31/2023	1/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						
	RETENTION \$						
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	VTC2K-CO-5643B901-IND-23	1/31/2023	1/31/2024	PER STATUTE <input checked="" type="checkbox"/> OTHER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: City of Spokane Parks

City of Spokane Parks and Recreation, its officers and employees are included as Additional Insured, coverage is primary and non-contributory and waiver of subrogation applies per the attached forms/endorsements.

CERTIFICATE HOLDER

CANCELLATION

City of Spokane Parks and Recreation
2304 East Mallon Ave
Spokane, WA 99202

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

Spokane Park Board

Briefing Paper



Committee	Finance			Committee meeting date: June 6, 2023
Requester	Jason Conley			Phone number: 625-6211
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="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other			
City Clerks file (OPR or policy #)	New OPR Cross Ref: OPR 2019-0848			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal K (Maintain and Care)	Master Plan Priority Tier: (pg. 171-175)	Second Tier	
Item title: (Use exact language noted on the agenda)	Continuation of Parks Fleet Replacement Pilot Program			
Begin/end dates	Begins: 07/01/2023		Ends: 06/30/2024	<input type="checkbox"/> 06/01/2525
Background/history: In March of 2019, Parks commenced a pilot program of lease to own vehicles. Parks has approximately 50 light duty vehicles, with an average fleet age of 14.9 years of age prior to beginning this program. Parks replaced five vehicles in 2019 and an additional 21 in 2021 (5 were lease returns) under this program and desires to replace/lease return existing inventory. Estimates indicate Parks will save \$350,000 over 10 years in a combination of vehicle purchase savings and lower maintenance and operation costs. Parks was spending over \$150,000 per year on maintenance and repair costs for the existing fleet, prior to the pilot. Under this pilot program, Parks leases each vehicle and has the opportunity to sell back the vehicle at a price equal or greater than the original purchase price. Over time, this program will refresh the entire fleet and provide the estimated savings stated above. Due to the market volatility of new vehicles, strong resale and severe shortages of critical components, 2024 orders must be placed now, to secure 2024 vehicle delivery from the manufacturers.				
Motion wording: Approve the continuation of the Parks fleet replacement pilot program in 2023-2024 for additional lease-to-own purchases not to exceed \$180,000.				
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Enterprise Fleet Name: Cody Bykonen Email address: cody.rbykonen@efleets.com Phone: (425) 917-6308				
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Jason Conley Grant Management Department/Name:				
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$180,000 Budget code: Existing fleet budgets				
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: Business license expiration date: </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>				

Spokane Park Board

Briefing Paper



Committee	Riverfront Park Committee Committee meeting date: June 5, 2023		
Requester	Amy Lindsey Phone number: 509-209-6956		
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="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	OPR 2023-0551		
Master Plan Goal, Objective, Strategy (Click HERE for link to adopted plan)	Revenue sources and funding	Master Plan Priority Tier: (pg. 171-175)	Partnerships
Item title: (Use exact language noted on the agenda)	Levy Premium Foodservice contract / Spokane Pavilion concessions		
Begin/end dates	Begins: 05/11/2023 Ends: 12/31/2027 <input type="checkbox"/> 06/01/2525		
Background/history: The Washington State Liquor and Cannabis Board (WSLCB) has requested additional language in the Levy-Parks concesisonare and park catering agreement regarding alcohol service at the Spokane Pavilion. The additional language would allow subcontractors to serve alcohol for catered events using Levy's Sports and Entertainment Liquor license.			
Motion wording: Move to approve a the first amendemnt for Levy Premium Foodservice contract for Spokane Pavilion concession services.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Levy Premium Foodservice Name: Rob Ellis Email address: rellis@levyrestaurants.com Phone: 404-456-8456			
Distribution: Parks – Accounting jmoog@spokanecity.org Parks – Sarah Deatrich rellis@levyrestaurants.com Requester: Amy Lindsey Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: \$800,000 Budget code: 1400-54354-76901-36282			
Vendor: <input checked="" type="radio"/> Existing vendor <input 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 City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 602-587-692 Business license expiration date: 4/30/24 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

FIRST AMENDMENT TO REVENUE AGREEMENT

THIS FIRST AMENDMENT TO REVENUE AGREEMENT (this “**Amendment**”) is effective as of June 9, 2023 (the “**Effective Date**”), between the City of Spokane, a Washington State municipal corporation (“**City**”), and Levy Premium Foodservice Limited Partnership (“**Contractor**”).

RECITALS

A. City and Contractor entered into that certain Revenue Agreement effective as of May 11, 2023 (the “**Agreement**”). Capitalized terms used but not defined in this Agreement shall have the meaning set forth in the Agreement.

B. City and Contractor desire to modify the terms of the Agreement pursuant to the terms and conditions of this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 6(B)(1) of the Agreement is amended to read as follows:

“Contractor will, at its discretion, engage a third party (“Third-Party”) to provide services for certain private catered events held at the Pavilion and that all alcohol for such events will be provided by Contractor and sold under Contractor’s liquor license and served by Contractor’s employees and independently contracted staff acting under Contractor’s direction.”

2. Section 7 of the Agreement is amended to read as follows:

“The City shall have thirteen (13) event days per year for non-exclusive concessionaire use (blackout days) at the Spokane Pavilion in which City or City-approved event organizer may select alternative vendors; food and beverage service providers to include alcohol sales and service as allowed by the Washington State Liquor and Cannabis Board. For the avoidance of doubt, alternative vendors selected by the City or City-approved event organizer to sell or serve alcohol on blackout days will only be permitted to operate (1) under an approved Special Occasion License or Banquet Permit and no other liquor license or permit, and (2) only while Contractor is not serving alcohol. For the avoidance of doubt, the provision of food and beverage services for park events in which an organization or individual rents and outdoor venue for a public community event, or City produced event, is outside the scope of this Agreement. Park event organizer may select alternative food and beverage service providers provided that the event does not take place at the Spokane Pavilion.”

3. No Further Modification. Except as expressly amended by this Amendment, all of the terms, conditions, covenants and agreements in the Agreement shall remain in full force and effect. In the event of any conflict between the provisions of the Agreement and the provisions of this Amendment, the provisions of this Amendment shall govern and control.

4. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute a single instrument. Execution of this Amendment may be by manual signature, scanned copy of a manual signature, electronic signature, or any other electronic means authorized by law.

[signatures appear on the following pages]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

CITY:

CITY OF SPOKANE

By: _____
Name: Garrett Jones
Title: Director, Parks and Recreation

CONTRACTOR:

**LEVY PREMIUM FOODSERVICE LIMITED
PARTNERSHIP**

By: _____
Name: Rob Ellis
Title: President



< Business Lookup

License Information:

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

Entity name: LEVY PREMIUM FOODSERVICE LIMITED PARTNERSHIP

Business name: LEVY AT SPOKANE RIVERFRONT

Entity type: Limited Partnership

UBI #: 602-587-692

Business ID: 001

Location ID: 0013

Location: Active

Location address: 574 N HOWARD ST
SPOKANE WA 99201-0820

Mailing address: 980 N MICHIGAN AVE
STE 400
CHICAGO IL 60611-4518



Excise tax and reseller permit status:

Click here

Secretary of State status:

Click here

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Catering	430123			Pending	Apr-30-2024	
Spokane General Business				Active	Apr-30-2024	Apr-20-2023
Sports Entertainment Facility	430123			Pending	Apr-30-2024	

Governing People

May include governing people not registered with Secretary of State

Governing people	Title
LEVY GP CORPORATION	
LEVY RESTAURANT LP	

Registered Trade Names

Filter

Registered trade names	Status	First issued
CHENEY STADIUM	Active	Dec-29-2011

Registered trade names	Status	First issued
KEY ARENA	Active	Oct-13-2010
LEVY AT CENTURYLINK FIELD	Active	Aug-05-2020
LEVY AT KEY ARENA	Active	Feb-14-2017
LEVY AT SPOKANE CONVENTION CENTER	Active	Oct-12-2020
LEVY AT SPOKANE RIVERFRONT	Active	Apr-20-2023
LEVY AT SPOKANE VETERANS MEMORIAL ARENA	Active	Oct-12-2020
LEVY AT THE PODIUM	Active	Apr-28-2021
LEVY RESTAURANTS	Active	Mar-03-2006
LEVY RESTAURANTS AT VILLAGE ROADSHOW GOLD CLASS CINEMAS	Active	Dec-23-2008
LINE & LURE RESTAURANT	Active	Mar-02-2017
MICHAEL JORDAN'S STEAK HOUSE	Active	Mar-01-2017
WOODLAND PARK ZOO	Active	Oct-15-2018



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/16/2023

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

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

PRODUCER MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326	CONTACT NAME: Randi K. Nowell, CPCU, ARM PHONE (A/C, No. Ext): 404-995-3102 E-MAIL ADDRESS: Compasscerts@Marsh.com FAX (A/C, No):
INSURED Levy Premium Foodservice Limited Partnership A Division of Compass Group USA, Inc. 2400 Yorkmont Road Charlotte, NC 28217	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co. of Pittsburgh PA INSURER B: AIU Insurance Co INSURER C: ACE Property And Casualty Ins Co INSURER D: INSURER E: INSURER F:
CN102832071-Compa-UMB10-22- LEVY LEPFS	NAIC # 19445 19399 20699

COVERAGES

CERTIFICATE NUMBER:

ATL-005604562-01

REVISION NUMBER: 5

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$1,000,000 <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:			GL 6547187	09/30/2022	09/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" 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 <input type="checkbox"/> Self Insured for Physical Damage			CA 7030998 (AOS) CA 7031001 (VA) CA 7030999 (MA) CA7031003 (Garage Liability)	09/30/2022 09/30/2022 09/30/2022 09/30/2022	09/30/2023 09/30/2023 09/30/2023 09/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			XOO G27738631 008	09/30/2022	09/30/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
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 <input checked="" type="checkbox"/> N	N / A	WC 035901901 (AOS) WC 035901902 (CA) See Acord 101	09/30/2022 09/30/2022	09/30/2023 09/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Liquor Liability			GL6547185 SIR: \$1,000,000	09/30/2022	09/30/2023	Each Common Cause \$ 1,000,000 Aggregate \$ 10,000,000

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

City of Spokane, its officers and employees is/are included as Additional Insured as respects the General Liability policy referenced herein per written contract or agreement subject to policy terms, conditions, and exclusions and where permitted by law.

CERTIFICATE HOLDER

City of Spokane
808 West Spokane Falls Blvd.,
Spokane, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

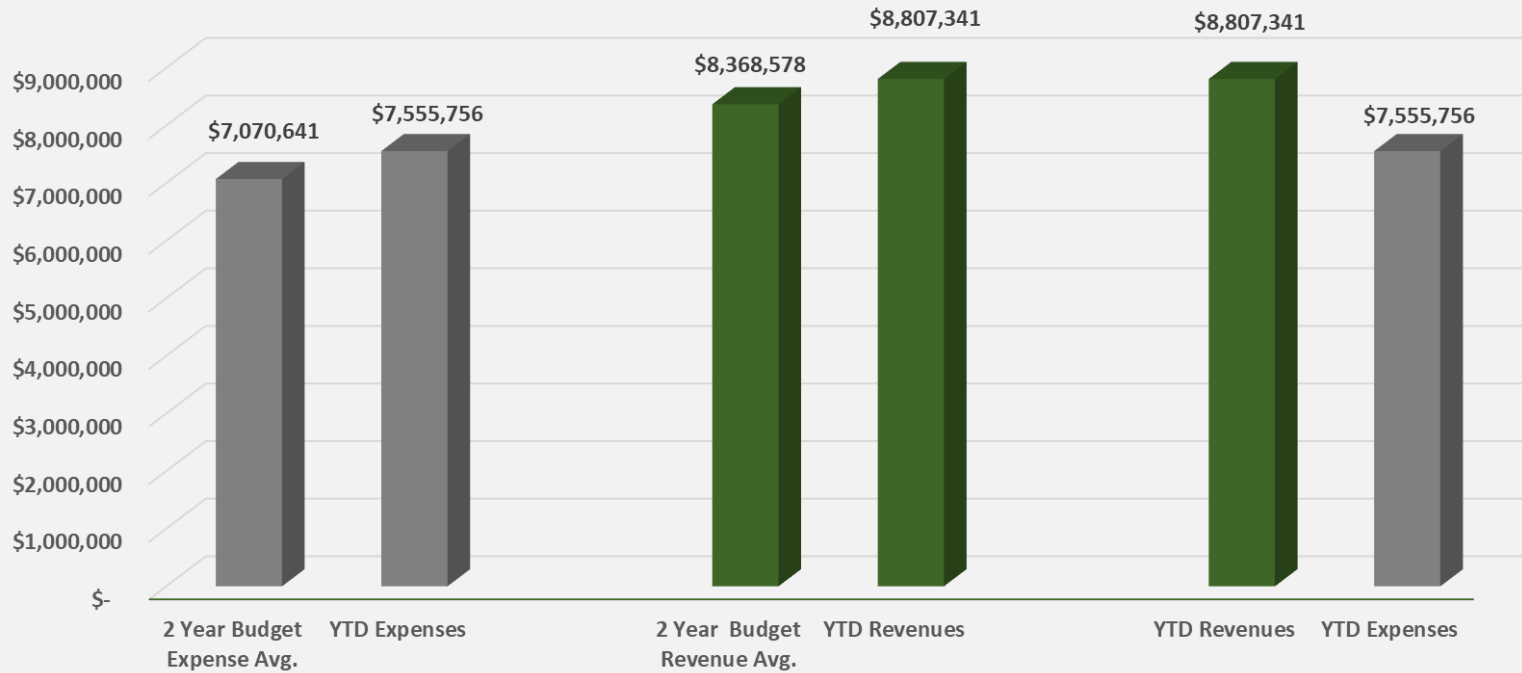
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*Park Board
Financials
May 2023*



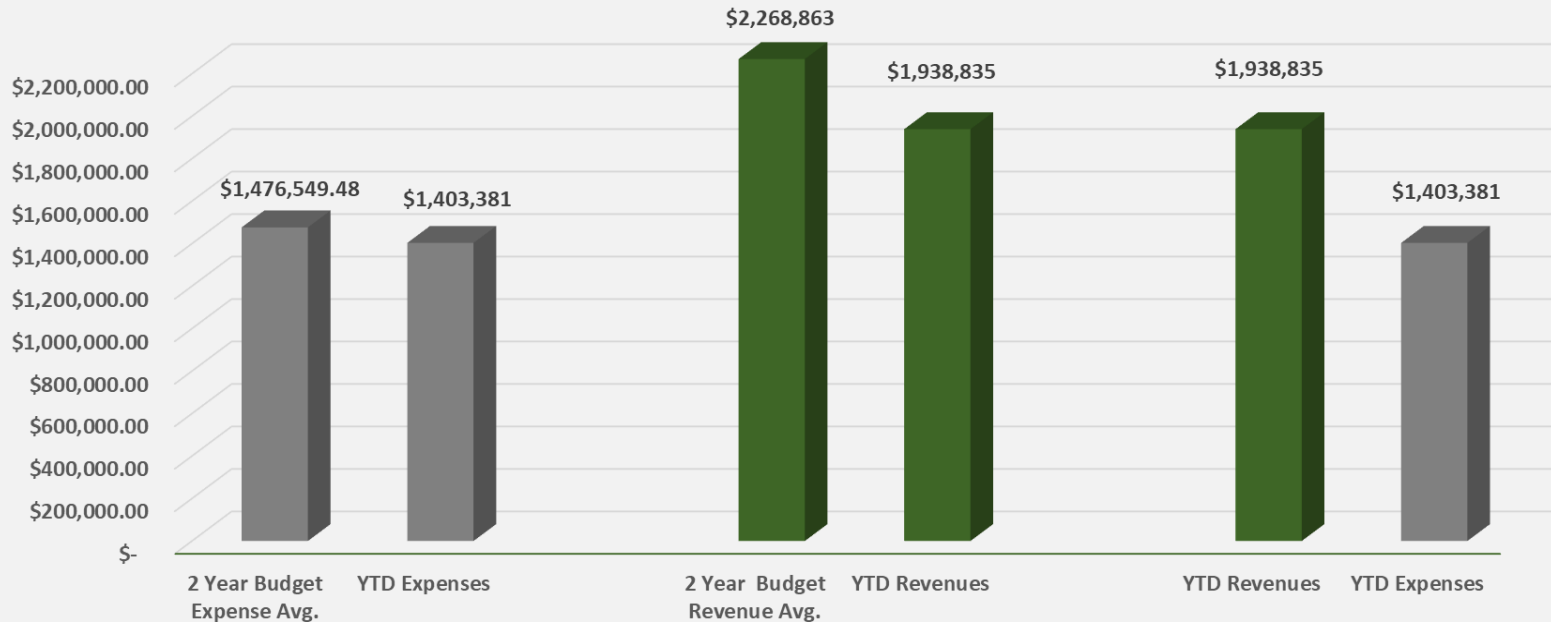
Parks Fund Financials



Key Concepts:

- As operations ramp up for summer, parks is feeling the inflationary impacts in labor costs and the costs of goods and services.
- Parks revenue is ahead of 2022 YTD actual revenues by \$239,103 (\$438,763 ahead of the 2-year budget average).
- YTD revenues are ahead of YTD expenses by \$1.25 million.

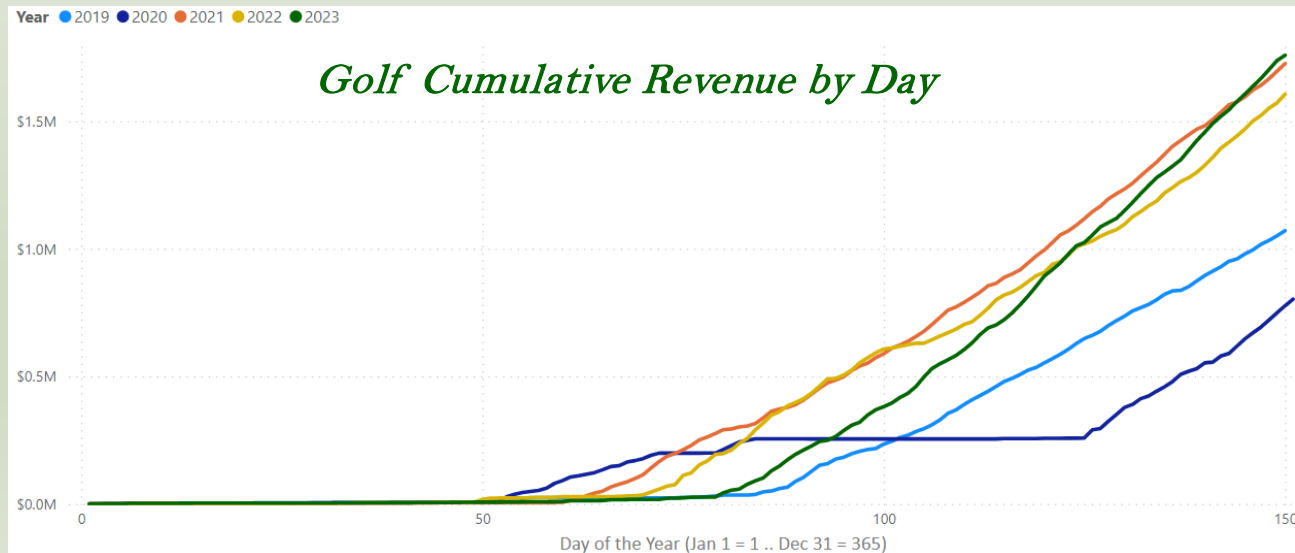
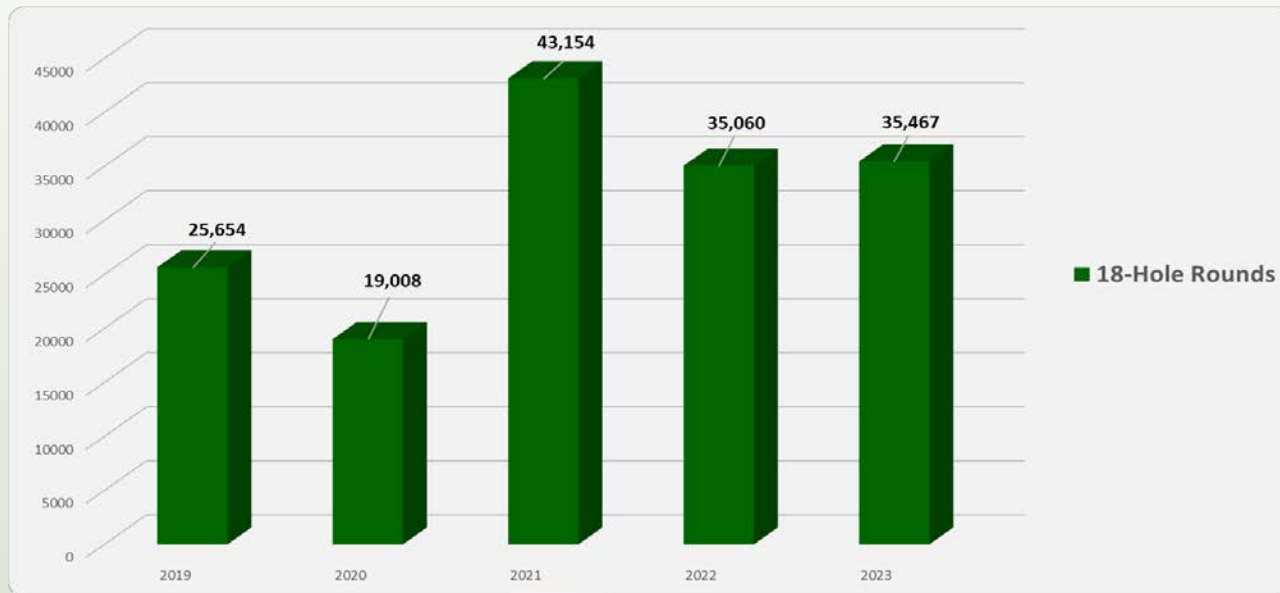
Golf Fund – Financials



Key Concepts:

- Golf is managing expenses extremely well with no increases in operating costs over last year. The only increase in expenses is the tree removal, but overall expenses are well below the 2-year budget average.
- Golf had a tremendous May with \$748,086 in revenue, which was a \$135,748 increase over last May.
- Golf now has revenues exceeding expenditures by \$267,285 excluding the facility improvement fee (\$535,454 including the facility improvement fee).

Golf – Dashboard





*Questions or
Comments?*



Spokane Park Board

Briefing Paper



Committee	Land Committee			Committee meeting date: May 31, 2023
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 checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other			
City Clerks file (OPR or policy #)				
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal C, Objectives 1-5	Master Plan Priority Tier: (pg. 171-175)	Second Tier	
Item title: (Use exact language noted on the agenda)	Resolution regarding citywide natural lands management plan and undeveloped natural lands within Lincoln & Underhill Parks			
Begin/end dates	Begins: 05/31/2023	Ends:	<input checked="" type="checkbox"/> 06/01/2525	
Background/history: During recent public outreach associated with siting an off-leash dog park, it was determined that neither location was acceptable to the participating public or the Park Board due to a preference that those spaces remain natural. A citizen stakeholder group has formed to request undeveloped natural portions of Lincoln Park and Underhill Park be designated as park 'natural lands', rather than remaining listed as neighborhood & community parks. Rather than focus on just these two locations, park staff recommends a comprehensive 'natural lands management plan' be completed as recommended in the recently adopted citywide park master plan. Staff recommends this plan be scheduled to begin after completion of already planned and scheduled work, and therefore recommends that no proposal for development within either Underhill Park or Lincoln Park be considered or permitted until a citywide natural lands management plan can be completed.				
Motion wording: Motion to adopt resolution regarding citywide natural lands management plan and undeveloped natural lands within Lincoln & Underhill Parks				
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____				
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Nick Hamad Grant Management Department/Name: _____ <div style="float: right; text-align: right;"> Garrett Jones Karen Mobley (karen@karenmobley.com) Jeff Lambert (ecojeff@me.com) </div>				
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____ N/A N/A				
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: _____ Business license expiration date: _____ </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>				

CITY OF SPOKANE
PARK BOARD RESOLUTION

A RESOLUTION regarding undeveloped natural lands within Lincoln & Underhill Parks

WHEREAS, the City of Spokane owns and operates 3,900+ acres of parks & natural lands within and outside of the City of Spokane; and

WHEREAS, the Park Board is empowered by the City Charter with exclusive jurisdiction and control to lay out, establish, procure, purchase, accept, and have the care, management control and improvement of, all parks and grounds used for park purposes, all boulevards and parkways, and connecting parks and structures thereon located both within and outside of the City of Spokane; and

WHEREAS, according to community feedback received during the adopted 2022 parks and natural lands master plan (OPR2022-0454), 93% of Spokane residents desire to protect wildlife habitat, conserve native plants, sensitive landscapes and forest and preserve areas with beautiful or unique natural features; and

WHEREAS, during site suitability evaluation for a proposed potential community dog park within the natural portions of Underhill or Lincoln Park, it was determined that neither location was acceptable to the majority of the public and/or the Park Board due to a preference that those spaces to remain natural; and

WHEREAS, while initial assessment regarding these specific natural spaces is insufficient and requires additional study, species of concern including but not limited to aspen stands, eastside steppe, shrub steppe, cliffs, and other unique features are found in within Underhill and/or Lincoln Park. These areas do host intact endemic ecosystems and public feedback has expressed strong support for retaining these spaces as native ecosystems in undeveloped lands within the developed urban fabric of the city; and

WHEREAS, comprehensive technical study, planning, and public outreach regarding all city park natural lands is required prior determining if portions of Lincoln Park or Underhill Park should be permanently designated as park natural lands or receive additional land restrictions; and

WHEREAS, 'Goal C, Objectives 1-5' of the adopted 2022 park and natural lands master plan identify the need for a various natural land management strategies, including but not limited to developing a natural land acquisition plan, advancement of existing partnerships for natural land preservation, initiating interdisciplinary partnerships for land management, developing a trail maintenance plan, developing a fuels reduction plan, implementing strategies to reduce and remove invasive species, and forming partnerships for best practices for forest treatments; several of which are identified in the master plan implementation chapter as 'second tier' division priorities for future action; and

WHEREAS, rather than pursue implementation of the above objectives independently, park staff recommend conducting a single 'natural lands management plan', including components of all above goals & objectives; and

WHEREAS, park lands which have been acquired for future development into neighborhood and community parks but which are currently undeveloped (Meadowglen, Qualchan Hills, Skeet-so-Mish, Sterling Heights) are not planned to be included in the natural lands management plan or considered for complete preservation in a natural state; however, during the detailed park design process, park staff shall work with adjacent residents and community partners to identify portions of these properties for preservation in their natural state; and

WHEREAS, a city parks natural lands management plan is envisioned to create a framework for natural land decisions, including but not limited to acquisition, management partnerships, education, trail maintenance, monitoring, fuels reduction, and restoration decisions in all City park natural lands citywide, including Lincoln Park and Underhill Park; and

WHEREAS, this natural lands management plan should incorporate input from a project advisory committee consisting of qualified subject matter experts, citizen representatives from all 3 city council districts, city staff, agency partners with experience managing natural land, and substantial input from community scientists and volunteers; and

WHEREAS, development of such a plan is anticipated to commence after the establishment and adoption of an unrelated "park land use and land partnership evaluation policy" as outlined in Goal M, Objective 2 of the adopted 2022 park and natural lands master plan and listed as a 'first tier' priority for future action in the adopted master plan implementation chapter; and

WHEREAS, development of a comprehensive natural lands management plan shall be completed prior to any partnership involving undeveloped Park land, except for the undeveloped park lands noted above which have been acquired specifically for development into neighborhood and community parks; and

WHEREAS, the Park Board desires the natural portions of Lincoln Park and Underhill Park remain in their current condition until at least such time as the natural lands management plan is complete and adopted; and

NOW, THEREFORE,

BE IT RESOLVED by the Park Board to complete and adopt a city park natural lands management plan within the next 3-4 years and which substantially conforms to recommendations from the 2022 adopted parks and natural lands master plan and includes a project advisory committee and public input; and

BE IT FURTHER RESOLVED that proposals for development or significant alteration within the undeveloped natural portions of either Underhill Park or Lincoln Park shall not be considered or permitted by the Park Board until said plan is complete and adopted by the Park Board.

ADOPTED BY THE PARK BOARD ON _____

Attest:

Park Board President
Approved as to form:

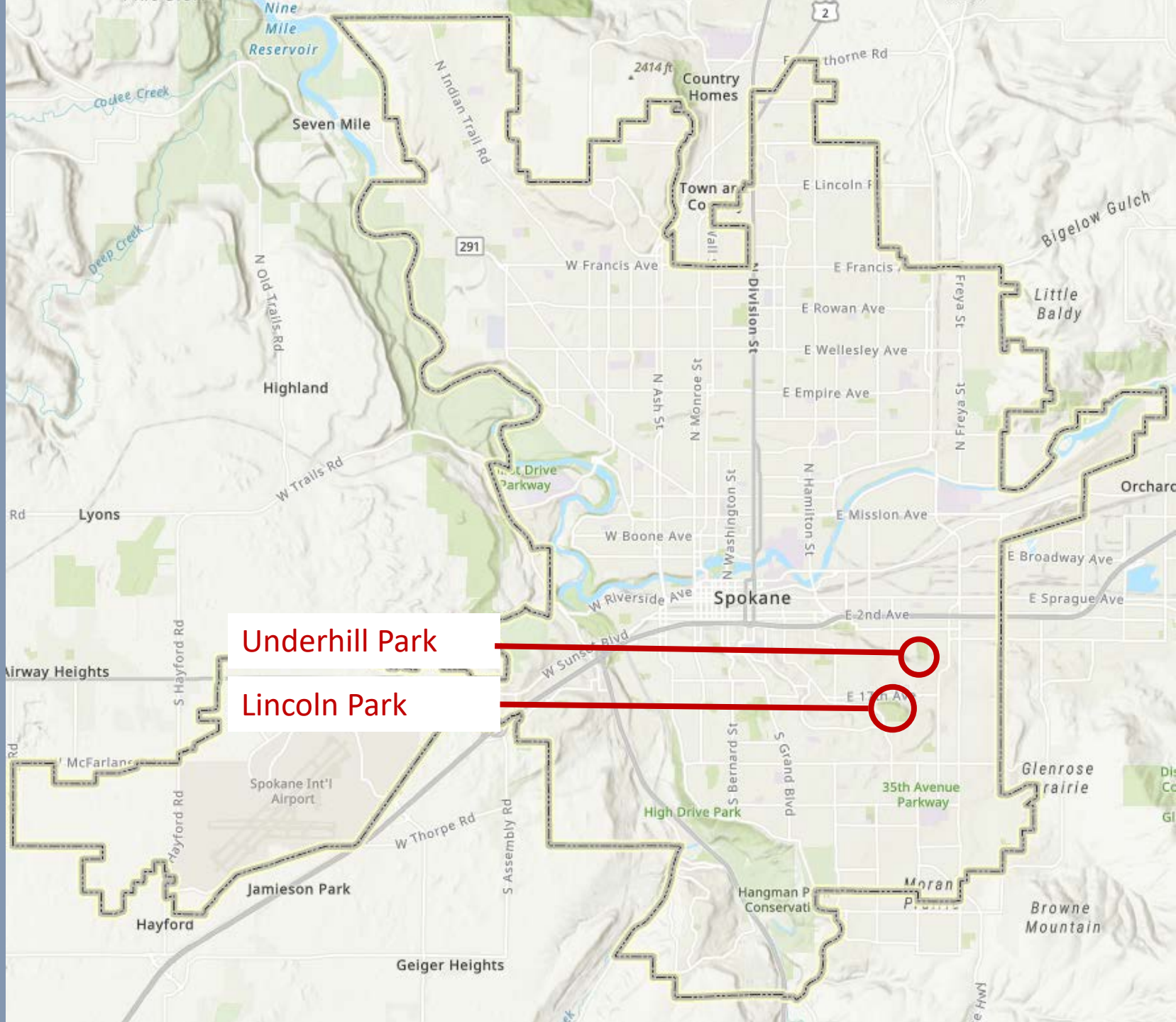
City Clerk

Assistant City Attorney

Resolution regarding undeveloped natural lands within Lincoln & Underhill



Property Locations



Property Locations - Underhill



Property Locations - Lincoln



Resolution Details - Recitals

- ▶ During community dog park public outreach, it was determined neither Underhill nor Lincoln was acceptable to the community or Park Board – natural land preferred in these locations.
- ▶ These lands are preferred natural due to ecology, features, and natural condition within developed portions of City.
- ▶ Comprehensive study, planning & outreach is required on all city natural lands prior to permanently designating Lincoln or Underhill.
- ▶ Park Master Plan recommends several actions, staff recommends all be ‘bundled’ into ‘natural lands management plan’.

Resolution Details - Recitals

- ▶ Park properties acquired & held specifically for development as neighborhood parks but which are not yet developed are not planned to be included in plan, and shall not be considered wholly for preservation...
- ▶ BUT...during design portions of these lands will be identified for preservation

MASTER PLAN

Resolution Details - Recitals

- ▶ The natural lands management plan....
 - ▶ will include an advisory committee, public comment, citywide representation,
 - ▶ Commence *after* a park land use and land partnership evaluation policy,
 - ▶ Be complete prior to partnerships involving undeveloped park lands (except for those acquired specifically for development)



Resolution Language

- ▶ **BE IT RESOLVED** by the Park Board to complete and adopt a city park natural lands management plan within the next 3-4 years and which substantially conforms to recommendations from the 2022 adopted parks and natural lands master plan and includes a project advisory committee and public input; and



Resolution Language

- ▶ **BE IT RESOLVED** by the Park Board to complete and adopt a city park natural lands management plan within the next 3-4 years and which substantially conforms to recommendations from the 2022 adopted parks and natural lands master plan and includes a project advisory committee and public input; and

- ▶ **BE IT FURTHER RESOLVED** that proposals for development or significant alteration within either Underhill Park or Lincoln Park shall not be considered or permitted by the Park Board until said plan is complete and adopted by the Park Board.

Board Opinions?

- ▶ Board Questions?
- ▶ Board Changes?
- ▶ Board Comments?





riverfront
SPOKANE

May 2023
Update

[Return to Minutes](#)











BIKE TO WORK WEEK KICK-OFF BREAKFAST



BIKE EVERYWHERE
SPOKANE



riverfront
SPOKANE





BY KELLY MILNER HALLS

Do your favorite children love picture books? Then introduce them to Story Time at the Loeff Carrousel—for free!

026 RAISING A FAMILY

26 STORY TIME AT THE LOEFF CARROUSEL 28 WONDERS OF WEIRD 30 THERAPISTS CORNER
32 SWIMMING LESSONS 34 ARTFEST AT THE MAC

On the third Friday of each month at 11:00 a.m., kids 2 to 5 and their caregivers gather in the party room of the iconic Spokane merry-go-round to celebrate the magic of reading. Spearheaded by Jill Reeves, the Community Engagement Manager at the City of Spokane Parks & Recreation, the gatherings are meant to support community and early literacy through stories, music, dance and simple crafts.

Prior to her work at Parks & Recreation, Reeves was an educator specializing in early learners. Each month, she selects a picture book from her own private collection to capture and hold the attention of her very young audience members.

"There is a sweet spot that works really well," Reeves says. "There has to be a rhythm, something has to happen in the story, it has to be read theatrically and there can't be too many pages or too many characters."

Once she's made her selection, Reeves sticks to her one-story rule, "because the demographic is very young. They have shorter attention spans." When the book is finished, she leads the kids in song, does finger plays and simple dances. And she usually guides them through a very simple craft to wrap up the event.

Reeve avoids traditional holiday themes, to be sure Story Time is welcoming to families of every religious and social tradition. "This is an opportunity for parents to engage with other parents, too," she says, "so we work hard to be all-inclusive."

Once the story and the activities come to a close, families are offered the chance to buy carousel rides for only \$1.00 each to boost the fun factor even higher. So mark your calendars with the dates listed below. You won't want to miss a single Story Time at the Loeff Carrousel at 507 N. Howard Street in Spokane.



Join us

in the Loeff Carrousel party room at 11:00 a.m. for Story Time every third Friday.

Story Time at the Carrousel is an early literacy activity designed to spark and engage the young imagination with stories, songs, and preschool activities.

\$1 Carrousel rides offered to those who attend. Recommended for ages 2-5.

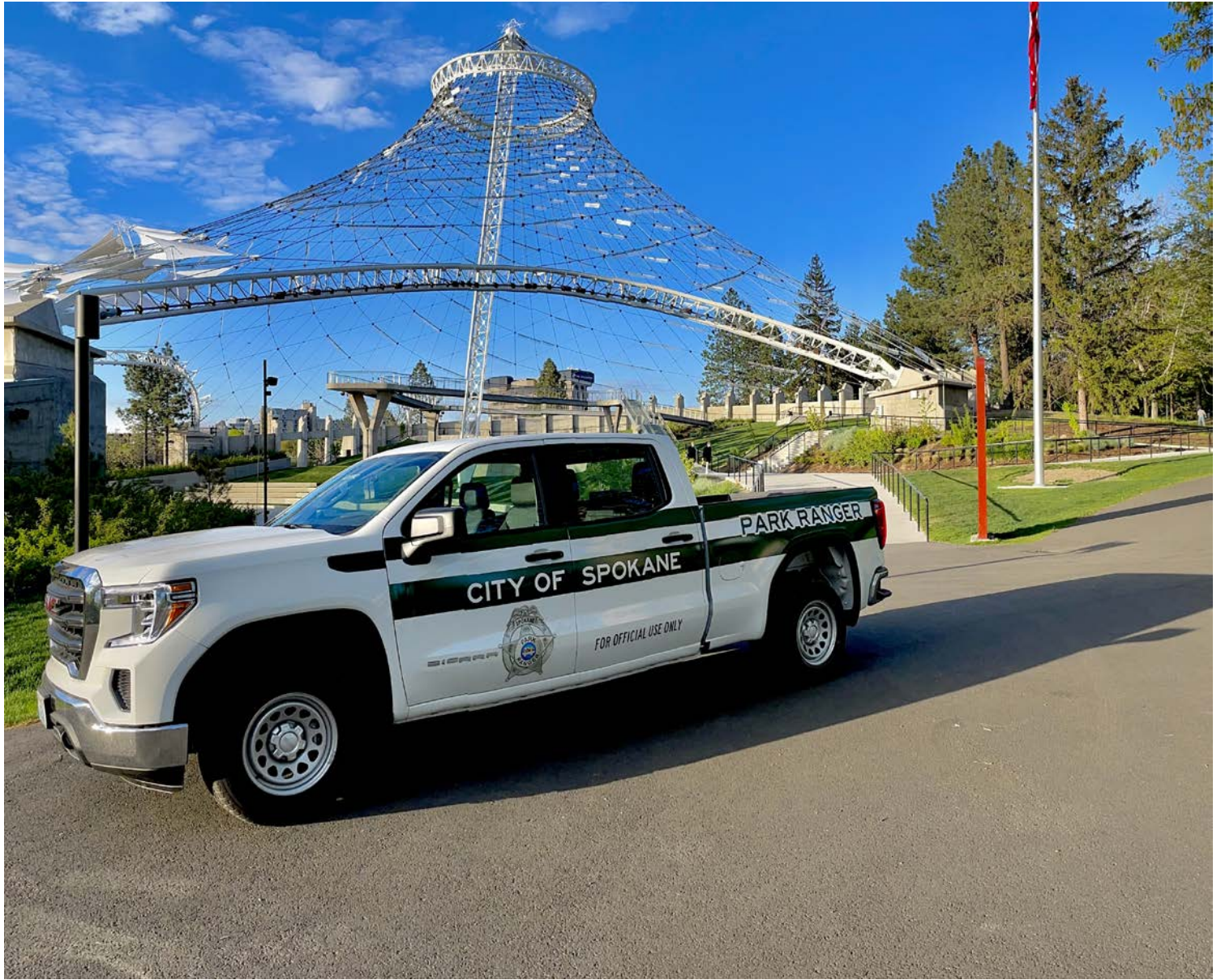
Every 3rd Friday of the month (may-December)

11:00AM

FREE ADMISSION

MAY 20TH
JUNE 17TH
JULY 15TH
AUGUST 19TH

SEPTEMBER 16TH
OCTOBER 21ST
NOVEMBER 18TH
DECEMBER 16TH



Spokane Park Board

Briefing Paper



Committee	Finance Committee			Committee meeting date: June 6, 2023
Requester	Jennifer Papich			Phone number: 509-363-5420
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 checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other			
City Clerks file (OPR or policy #)				
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal G: Obj. 2 (program fees)	Master Plan Priority Tier: (pg. 171-175)	First Tier	
Item title: (Use exact language noted on the agenda)	Recreation Programs Cost Recovery Policy			
Begin/end dates	Begins: 01/01/2024	Ends:	<input checked="" type="checkbox"/> 06/01/2525	
Background/history: This policy establishes uniform guidelines and cost recovery levels and goals for recreation programs, events, activities, and services. Establishing a cost recovery policy will accomplish the following: <ul style="list-style-type: none"> - Provide a structure to calculate fees for recreation programs - Cover appropriate costs based on who is served and type of program - Provide systematic frameworks for the potential removal of programs not generating the designated minimum cost recovery for that program. - The cost recovery of recreation activities will be managed and reviewed annually as part of the budget adoption process. - As part of the Cost Recovery process Recreation Department has an active survey out to the community to further educate ourselves on where our programing gaps are, where there are barriers for participation and where the needs and interests of the community are. 				
Motion wording: Motion to approve the Recreation Program Cost Recovery Policy				
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____				
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Jennifer Papich Grant Management Department/Name: _____				
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____				
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: _____ Business license expiration date: _____ </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>				

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT DEPARTMENT POLICY AND PROCEDURE	DEPT 1400
TITLE: RECREATION PROGRAMS COST RECOVERY EFFECTIVE DATE: September 1, 2007 REVISION EFFECTIVE: January 1, 2024	

1.0 GENERAL

- 1.1 This policy establishes uniform guidelines and cost recovery levels and goals for recreation programs, events, activities, and services. Establishing a cost recovery policy will accomplish the following:
 - 1.1.1 Provide a structure to calculate fees for recreation programs.
 - 1.1.2 Cover appropriate costs based on who is served and type of program.
 - 1.1.3 Provide systematic frameworks for the potential removal of programs not generating the designated minimum cost recovery for that program.

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy applies to the Spokane Parks and Recreation Department

3.0 REFERENCES

City Charter – Section 48. Park Board Powers

Park Board Rules – Section 14. General Operating Policies and Procedures, Rules and Appeals

Park Board Financial Management Policy as adopted December 8, 2005 Section V.a.ii

4.0 DEFINITIONS

4.1 Direct Program Costs Temporary and seasonal staff, contractor or instructor costs and any direct resources or costs that can be identified with the program.

4.2 Indirect Overhead Costs: The cost to cover full-time recreation staff and administration and the Recreation division's share of total Parks and Recreation executive administration, overhead and support.

5.0 POLICY

5.1 The Pricing Pyramid Model will be used to determine the percentage of cost recovery recreation activities should achieve. The levels have been developed using the Cost Recovery Pricing Pyramid Model. Activities are assigned to levels based on the definition of the level. The definitions for each level are as follows:

LEVELS	DEFINITION OF LEVELS
Level 5	These are enterprising activities or programs that are offered to generate revenue to lower the subsidy of the Recreation Division or are outside the core mission of the Recreation Division. Goal is to recover 200% of direct program costs which will be a full recovery of all direct program costs and all indirect overhead costs.
Level 4	These programs and activities have a higher individual focus and may be competitive or a highly specialized program activity. Goal is to recover 160% of direct program costs.
Level 3	These programs and activities are more interest specific and have more of an individual benefit or purpose to fulfill a specific recreational interest or need. These programs are often offered to stay with current recreational trends. Goal is to recover 145% of direct program costs.
Level 2	Programs or activities that fulfill the core mission of the Recreation Division that provide a community wide benefit. These programs and activities are general, basic, and non-specific to any one recreational activity or are generally accepted as traditional municipal youth programs. These programs are traditionally contracted out to our partner service providers. Goal is to recover 130% of direct program costs.
Level 1.5	Programs or activities that are exclusively part of the Therapeutic Recreation program supporting youth, teens, and adults with disabilities. Goal is to recover 100% of direct program costs.
Level 1	Programs or activities that fulfill the core mission of the Recreation Department. Enhancing the health, safety and livability of the community and therefore require the removal of a cost barrier for optimum participation. No target goals where cost recovery is concerned.

5.2 The cost recovery percentages increase from level 1 to 5. The activities within each level will be assigned cost recovery goals and each level will have a cost recovery target. The cost recovery target percentages by activity and level are listed below:

LEVEL	Direct Cost Recovery	Total Cost Recovery (Direct and Indirect)
1	N/A	N/A
1.5	100%	50%
2	130%	70%
3	145%	75%
4	160%	85%
5	200%	105%

6.0 PROCEDURE

The cost recovery of recreation activities will be managed and reviewed annually as part of the budget adoption process as follows:

6.1 Activities unable to meet their cost recovery targets will be reviewed by the Recreation Director for consideration of recommending appropriate action.

6.2 Strategies for achieving cost recovery will be established by staff. These strategies may include immediate or gradual action depending upon the best interests of maintaining a strong program and achieving the designated target for each level within a reasonable time-period and current fiscal conditions.

6.3 Activities may exceed the minimum established cost recovery percentage in the interest of achieving the target cost recovery for the level. Should the level exceed the established target of cost recovery then the level will be evaluated to determine if the target can/should be increased.

6.4 New activities are assigned to a level according to the Definition of Levels and may be given an evaluation period of one year and one month after first conducting the program before that activity is required to meet the corresponding cost recovery minimum.

7.0 RESPONSIBILITIES

The Director of the Parks and Recreation Department shall administer this policy

8.0 APPENDICES

None

APPROVED BY:

City Attorney

Date

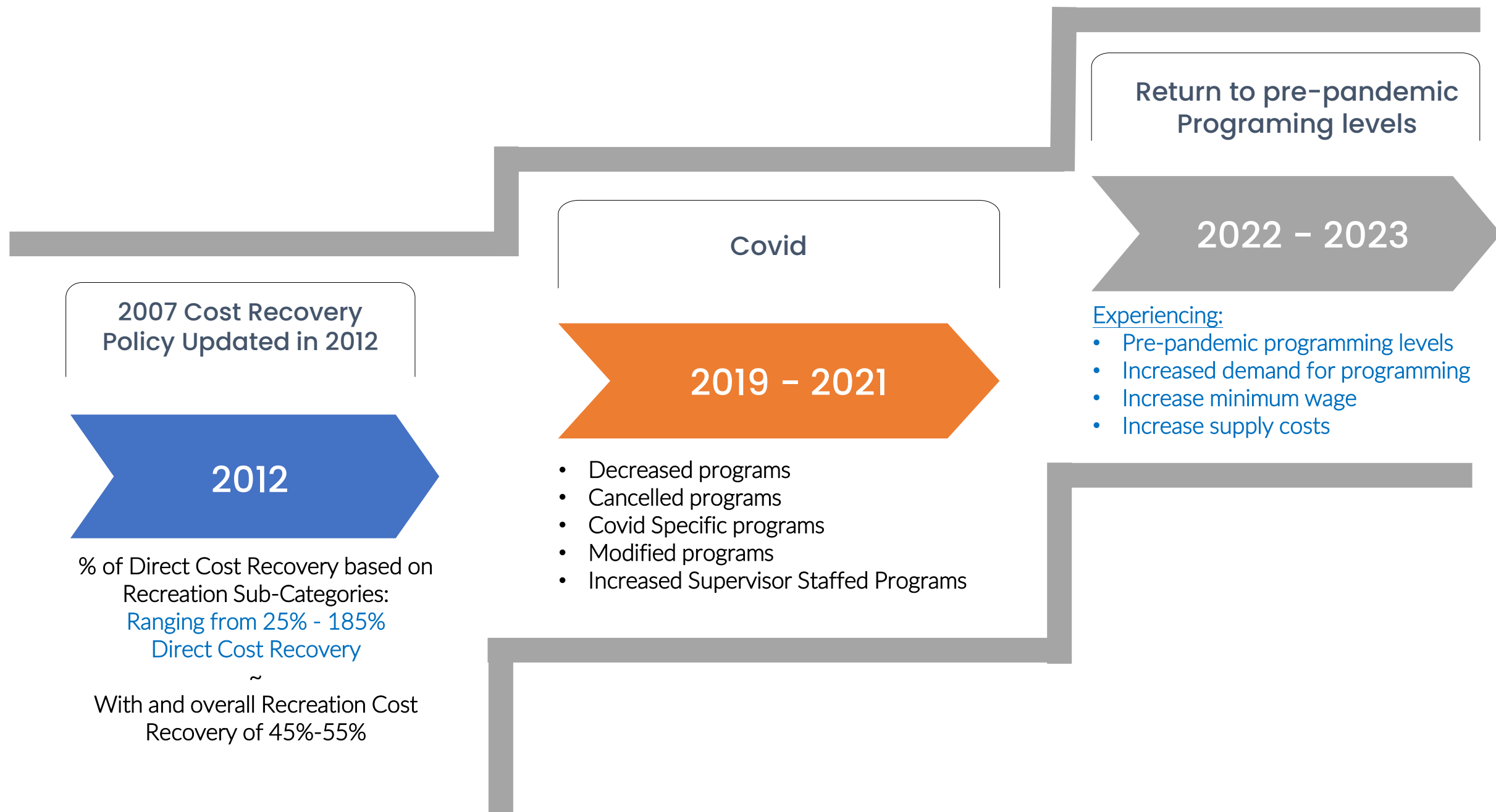
Director

Date



Recreation Programs Cost Recovery Policy Action Item







ADOPTING A RECREATION PROGRAM COST RECOVERY PRICING POLICY

WHY?



Provide a consistent structure to calculate fees for recreation programs.



Cover appropriate costs based on who is served and type of program.



Provide systematic framework for the potential removal of programs not generating the designated cost recovery.



COST RECOVERY POLICY PROCEDURES

The cost recovery of recreation activities will be managed and reviewed annually as part of the budget adoption process.

HOW?



Activities unable to meet their cost recovery targets will be reviewed by the Recreation Director for consideration of recommending appropriate action



Strategies for achieving cost recovery will be established & evaluated by staff.



New activities may be given an evaluation period of one year and one month after first conducting the program before that activity is required to meet the corresponding cost recovery minimum.

Pyramid Methodology:

- Sorting programs through a community benefit lens.
- Cost Recovery % expectations determine by pyramid level.
- Model is highly utilized by Parks & Recreation Agencies
Nationally: (Kirkland, Redmond, Mercer Island, Vancouver, Metro Parks Tacoma)

Mostly Individual Benefit 160%

Trips, Advanced Programs, Adult Athletic Leagues

Community/ Individual Benefit 130%

Swim Lessons, Beginner Programs,
Youth Outdoor Recreation

Enterprising Activities 200%

Facility Rentals, Concessions, Organized Parties ...

Individual/Community Benefit 145%

Summer Camps, Swim Team , Youth Sports Leagues,
Adult Outdoor Recreation

Therapeutic Recreation Programs 100%

Community Benefit

Open Swim, Grooming,

**HOW DO YOU
RECREATE?**

**TAKE OUR RECREATION
PROGRAMS SURVEY!**



— SCAN THE QR CODE OR VISIT [SPOKANEPARKS.ORG](https://spokaneparks.org) —



Community Program Survey:

Survey is live and a plan is in place to ensure community wide access for equitable and optimal results. Parks, Golf Courses, Libraries, Activity Guide, Aquatic Centers, Corbin Art Center, etc. **responses to date 265 from activity guide ad and little promoting.**

Recreation Team Sorting Exercise:

Recreation staff conducted a program sorting exercise based on community need. Implementing some pilot strategies in 2023.

Equity

Scholarship Programs partnerships with other entities that provide scholarships (Kiwanis, Parks Foundation etc.)

Payment Plan options for higher priced youth programs

