THE CITY OF SPOKANE
CITY COUNCIL
FINANCE & ADMINISTRATION
COMMITTEE

AGENDA FOR 12:00 P.M. MONDAY, FEBRUARY 23, 2026

The Spokane City Council's Finance and Administration Committee meeting will be held at **12:00 PM February 23, 2026,** in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at https://my.spokanecity.org/citycable5/live/ and https://www.facebook.com/spokanecitycouncil or by calling 1-408-418-9388 and entering the access code #2484 430 6675; meeting password 0320.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Finance & Administration Committee meeting is regularly held every 4th Monday of each month at 12:00 p.m. unless otherwise posted.

The meeting will be open to the public both virtually and in person, with the possibility of moving or reconvening into executive session only with members of the City Council and appropriate staff. No legislative action will be taken.

Public testimony will be taken on the committee's agenda. Use the following link to sign up to speak for 2 min on any and all items on this month's agenda:

https://forms.gle/bkT286mc72d1ECFq5

AGENDA

. **Call to Order**

. **Discussion Items**

1. MONTHLY PERMIT REPORT - TAMI PALMQUIST (10 minutes)
2. DSC CODE AMENDMENTS TO SMC - TAMI PALMQUIST (5 minutes)
3. FIFA FAN ZONE UPDATES - ALEX SCOTT (5 minutes)
4. 2026 Q1 AMERICAN RESCUE PLAN ACT UPDATE (ARPA) - SKYLER BROWN (5 minutes)
5. ARTS COMMISSION UPDATE - SARAH DIXIT/LISA EDWARDS/ADAM MCDANIEL (5 minutes)
6. 4700 – CEDAR STREET VACATION ORDINANCE - ELDON BROWN (5 minutes)
7. BRIGGS APARTMENTS NOMINATION TO THE REGISTER OF HISTORIC PLACES - MEGAN DUVALL (5 minutes)
8. RESOLUTION APPOINTING JOSHUA LIPPS AS THE DIRECTOR OF ACCOUNTING - MATT BOSTON (5 minutes)
9. ORDINANCE ENCOURAGING THE ACTIVATION OF PUBLIC SPACES - ADAM MCDANIEL (5 minutes)
10. COMMERCIAL PARKING TAX PROPOSED PUBLIC RULE - ADAM MCDANIEL/JON SNYDER (5 minutes)
11. SPECIAL BUDGET ORDINANCE – HR RANGE CHANGE – FEBRUARY 2026 - ALLISON ADAM (10 minutes)
12. INTERIM OFFICIAL CONTROL RELATED TO DETENTION FACILITIES - ADAM MCDANIEL (5 minutes)
13. ORDINANCE RELATED TO THE SALARY REVIEW COMMISSION - GIACOBBE BYRD (1 minutes)
14. RESOLUTION TO ESTABLISH 2026 HEART FUNDING PRIORITIES - NICOLETTE OCHLETREE (10 minutes)
15. CONTRACT WITH MATRIX CONSULTING GROUP FOR ORGANIZATIONAL ANALYSIS SERVICES FOR THE COUNCIL OFFICE - GIACOBBE BYRD (5 minutes)
16. COUNCIL BOARD, COMMISSION, COMMITTEE & STAFF REPORTS - CITY COUNCIL (5 minutes)

. **Consent Items**

1. 5100 - PURCHASE OF FORD F550 CHASSIS FOR WASTEWATER MAINTENANCE (FLEET SERVICES)

2. CDW GOVERNMENT VALUE BLANKET (INFORMATION TECHNOLOGY)

3. 5100-PURCHASE OF 2 VEHICLES FOR ENGINEERING (FLEET SERVICES)

4. 5100 - PURCHASE OF SPRINTER VAN FOR WATER DEPARTMENT (FLEET SERVICES)

5. SPECIAL BUDGET ORDINANCE – HEALTHY AND SUSTAINABLE COMMUNITIES GRANT (FINANCE, TREASURY & ADMIN)

6. ACCEPTANCE OF HEALTHY AND SUSTAINABLE COMMUNITIES GRANT (FINANCE, TREASURY & ADMIN)

7. ACCEPTANCE OF HEALTHY AND SUSTAINABLE COMMUNITIES GRANT (FINANCE & ADMINISTRATION)

8. VOLT MGMT CONTRACT FOR AZTECA CITYWORKS ANNUAL SUPPORT (INFORMATION TECHNOLOGY)

9. SHI VALUE BLANKET (INFORMATION TECHNOLOGY)

10. ORACLE'S PEOPLESOFT AND DATABASE ANNUAL SUPPORT RENEWAL (INFORMATION TECHNOLOGY)

11. FORECLOSURE REGISTRY AND BUILDING BLOCKS CONSULTANT CONTRACT EXTENSION (CODE ENFORCEMENT & PARKING SERVICES)

12. P2P CONDITIONAL AGREEMENT FOR 3011 E WELLESLEY AVE (PLANNING & ECONOMIC DEVELOPMENT)

13. AMENDMENT TO OPR 2017-0640 WITH EAST SPOKANE BUSINESS ASSOC. (PLANNING & ECONOMIC DEVELOPMENT)

14. SOLE SOURCE RESOLUTION & CONTRACT BETWEEN PUBLIC WORKS, PARKS, AND THE SPOKANE RIVERKEEPER (PUBLIC WORKS)

15. MASTER CONTRACT COPIERS NORTHWEST (INFORMATION TECHNOLOGY)

16. 5100 - PURCHASE OF FORD F350 FOR STREET DEPARTMENT (FLEET SERVICES)

17. 5100 - PURCHASE OF BEV TOYOTA BZ FOR STREET DEPARTMENT (FLEET SERVICES)

18. AZTECA CITYWORKS ANNUAL SUPPORT (INFORMATION TECHNOLOGY)

19. STRUCTURED COMMUNICATIONS VALUE BLANKET (INFORMATION TECHNOLOGY)

20. SETTLEMENT RESOLUTION (CITY ATTORNEY)

21. MFTE CONDITIONAL AGREEMENT FOR 2114 W FALLS AVE (PLANNING & ECONOMIC DEVELOPMENT)

22. MASTER VALUE BLANKET FOR COLD MIX - INLAND (STREETS)

23. MASTER VALUE BLANKET FOR COLD MIX – SHAMROCK (STREETS)

24. MASTER VALUE BLANKET FOR COLD MIX – LAKESIDE (STREETS)

. **Public Testimony**

. **Executive Session**
Executive Session may be held or reconvened during any Finance & Administration Committee meeting.

. **Adjournment**

. **Next Meeting**

Next Finance & Administration Committee
The next meeting will be held at the regular date and time of **12:00 PM**. **March 23, 2026**.

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

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 02/19/2026

Committee Agenda type: Discussion

Council Meeting Date: 03/09/2026

Date Rec'd	1/20/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	DEVELOPMENT SERVICES CENTER	**Bid #**	
Contact Name/Phone	TAMI 6157	**Requisition #**	
Contact E-Mail	TPALMQUIST@SPOKANECITY.ORG		
Agenda Item Type	Final Reading Ordinance		
Council Sponsor(s)	ZZAPPONE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	DSC CODE AMENDMENTS TO SMC		

Agenda Wording

An ordinance relating to Worker's Licenses, Building Contractor and Workers, and Mechanical Contractor - Apprentices set forth Spokane Municipal Code, amending SMC 17G.010.200, SMC 08.02.0204 and SMC 10.29.032.

Summary (Background)

1. To eliminate code discrepancies within our worker's licensing codes by bringing SMCs 08.02.0204 and 10.02.0204, into alignment with the amendments to 17G.010.200 that went into effect on June 14, 2020. 2. To add "Boiler Operator" to the name of the boiler licenses referenced in these code sections to align with the license classification identified on the license once issued. 3. To restate the time frame for renewal/retesting requirements from 90 days after expiration to March 31st. This specification helps keep the date consistent to avoid confusion on leap years. 4. To update the fire code referenced in accordance with the currently adopted fire code. 5. To remove the reference of an oil burner installer on SMC 10.29.032 as this license type had been previously amended out of 17G.010.200.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	PALMQUIST, TAMI		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	tpalmquist@spokanecity.org
smacdonald@spokanecity.org	akiehn@spokanecity.org

Agenda Sheet for City Council: **Committee:** Finance & Administration **Date:** 02/23/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	1/20/2026
		Clerk's File #	ORD C36848
		Cross Ref #	
Council Meeting Date: 03/16/2026		**Project #**	
Submitting Dept	DEVELOPMENT SERVICES CENTER	**Bid #**	
Contact Name/Phone	TAMI 6157	**Requisition #**	
Contact E-Mail	TPALMQUIST@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	ZZAPPONE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	DSC CODE AMENDMENTS TO SMC		

Agenda Wording

An ordinance relating to Worker's Licenses, Building Contractor and Workers, and Mechanical Contractor - Apprentices set forth Spokane Municipal Code, amending SMC 17G.010.200, SMC 08.02.0204 and SMC 10.29.032.

Summary (Background)

1. To eliminate code discrepancies within our worker's licensing codes by bringing SMCs 08.02.0204 and 10.02.0204, into alignment with the amendments to 17G.010.200 that went into effect on June 14, 2020. 2. To add "Boiler Operator" to the name of the boiler licenses referenced in these code sections to align with the license classification identified on the license once issued. 3. To restate the time frame for renewal/retesting requirements from 90 days after expiration to March 31st. This specification helps keep the date consistent to avoid confusion on leap years. 4. To update the fire code referenced in accordance with the currently adopted fire code. 5. To remove the reference of an oil burner installer on SMC 10.29.032 as this license type had been previously amended out of 17G.010.200.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	PALMQUIST, TAMI		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	tpalmquist@spokanecity.org
smacdonald@spokanecity.org	akiehn@spokanecity.org

ORDINANCE NO. C36848

An ordinance relating to Worker's Licenses, Building Contractor and Workers, and Mechanical Contractor - Apprentices set forth Spokane Municipal Code, amending SMC 17G.010.200, SMC 08.02.0204 and SMC 10.29.032.

Section 1 of 3. That SMC section 17G.010.200 be amended to read as follows:

Section 17G.010.200 Application for Worker's License

A. State Licenses, Permits, Certificates.

((1.)) Electricians and electrical apprentices are certificated by the Washington State Department of Labor and Industries under chapter 19.28 RCW.

((2.)) Persons engaged in the craft of installing, altering, repairing, and renovating potable water systems and liquid waste systems within a building, either as a journeyman plumber or specialty plumber, must have a certificate issued by the Washington State Department of Labor and Industries, as provided in chapter 18.106 RCW.

B. Boiler Operators' and Boiler Inspectors' Licenses.

1. An applicant for a license under the boiler and pressure vessel code shall pay the prescribed fees and apply to the Development Services Department on prescribed forms.
2. Unless the application is to renew a license in good standing for the succeeding year, the applicant shall be examined as to their qualifications by the Building Official.
3. To be eligible to apply for a license, an applicant must meet the following minimum qualifications:
    a. First ((~~c~~))Class ((~~e~~))Engineer/Boiler Operator and ((~~b~~))Boiler ((~~i~~))Inspector: Two years of practical experience as a boiler operator in a high-pressure plant exceeding eight million BTU input.
    b. Second ((~~c~~))Class ((~~e~~))Engineer/Boiler Operator: One year of practical experience as a high-pressure boiler operator in a high-pressure plant exceeding four million BTU input.
    c. Third ((~~c~~))Class ((~~e~~))Engineer/Boiler Operator: One year of practical experience.
    d. Small ((~~h~~))High-((~~p~~))Pressure ((~~b~~))Boiler ((~~o~~))Operator: Must pass the prescribed examination.

e. Low-((p))Pressure ((b))Boiler ((o))Operator: Must pass the prescribed examination.

4. ((All boiler operation and boiler inspector license holders must renew the license annually by December 31st))Expiration of Licenses and Renewal.

   a. Licenses in this code section are required to be renewed annually by December 31st.
   b. A license will expire and be deemed void if the annual license fee has not been paid by that date.
   c. License exams must be retaken and passed to obtain a new license if an expired license is not renewed by March 31st.

C. Mechanics' Licenses.

1. An applicant for any license to do work under the mechanical code shall pay the prescribed fees and apply to the Development Services Department on prescribed forms.

2. The Building Official shall examine to determine the qualifications and fitness of original applicants for licenses as a gas heating mechanic. The Building Official may similarly examine any applicant for a renewal of such license.

3. To be eligible to apply for a license, an applicant must meet the following minimum qualifications:

   a. Gas ((h))Heating ((m))Mechanic I or ((g))Gas ((i))Inspector I: No Requirements.
   b. Gas ((h))Heating ((m))Mechanic II or ((g))Gas ((i))Inspector II: Must possess an active Gas Mechanic I license.

4. "Gas fitting work" means the installation, alteration, extension, repair, or maintenance, from the outlet of the gas meter, of gas piping, venting, and appliances.

5. ((All mechanical license holders must renew the license annually by December 31st. If the license is expired for more than 90 days, a new application and exam is required))Expiration of Licenses and Renewal.

   a. Licenses in this code section are required to be renewed annually by December 31st.
   b. A license will expire and be deemed void if the annual license fee has not been paid by that date.
   c. License exams must be retaken and passed to obtain a new license if an expired license is not renewed by March 31st.

D. Apprentices.

The Building Official may promulgate ((~~from time to time~~)) rules for the licensing, registration, or regulation, or apprentices in the various trades, consistent with federal and state law.

E. Registered Servicers.

An applicant for a license to test, maintain, and alter fire alarm systems, portable fire extinguishers, range hood systems, sprinkler systems, standpipe systems, or underground critical materials storage tanks must pay the prescribed fee and apply to the fire official. Proof of competency is by exam, demonstration, or submittal of credentials as approved by the fire official.

F. Refueler Operator.

An applicant for a permit to operate an aircraft refueler vehicle must present to the fire official an identification card issued by their employer certifying the applicant's qualifications, as provided in ((~~UFC Section 2402.3~~)) International Fire Code (IFC) Section 2006.5.3.

Section 2 of 3. That SMC section 08.02.0204 be amended to read as follows:

08.02.0204 Building Contractors and Workers

A. Fees are provided in the Development Fee Schedule. ((

~~B. Expiration of Licenses and Renewal.~~

~~Any license that has not been paid before its expiration date is void.~~

~~1. A void license may be renewed at any time up to nine months past the expiration date.~~
~~2. After being void for nine months, the license may not be renewed: The test for the license must be taken and passed and a new license obtained.~~))

Section 3 of 3. That SMC section 10.29.032 be amended to read as follows:

10.29.032 Mechanical Contractor - Apprentices

No mechanical contractor may employ more than one apprentice for each licensed heating mechanic ((~~or oil burner installer~~)) on the job, subject to rules promulgated under SMC 17G.010.200(D).

PASSED by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/23/2026

Committee Agenda type: Information Only

Council Meeting Date:

Date Rec'd	2/17/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	FINANCE & ADMINISTRATION	**Bid #**	
Contact Name/Phone	SKYLER BROWN X6294	**Requisition #**	
Contact E-Mail	SBROWN@SPOKANECITY.ORG		
Agenda Item Type	Information Only - Committee		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?**	
Agenda Item Name	2026 Q1 AMERICAN RESCUE PLAN ACT UPDATE (ARPA)		

Agenda Wording

Update and status on American Rescue Plan Act (ARPA) Grant. Remaining programs, total awarded, total expensed, and estimated spend down.

Summary (Background)

A $1.9 trillion federal economic stimulus package signed on March 11, 2021, to accelerate recovery from the COVID-19 pandemic. It provided $350 billion in direct, flexible aid to state, local, and tribal governments for infrastructure, public health, and economic relief. The City received $80,991,104 as part of this package.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Grant

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

N/A

Expense Occurrence	

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

N/A

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

Distribution List	
cstanton@spokanecity.org	sneal@spokanecity.org

MEMO REGARDING SLFRF (ARPA) REALLOCATIONS

Date: 9/10/2025

To: City of Spokane Legal

From: Skyler Brown, Grants and Contracts Financial Manager

Thank you for discussing SLFRF (ARPA) Grant Program today 9/10/2025 with Caleb Stanton and myself. I would like your opinion the three possible scenarios for ARPA reallocations of funding.

Option 1: Using ARPA funding that was obligated prior to 12/31/2024 for Administrative of Legal costs pertaining to the program.

- Using Treasury FAQ 17.13 as reference, an agency (The City) can use ARPA reallocation funding for Administrative needs resulting from underestimating the need to carry the required needs, compliance requirements, management, and monitoring of the program until the end of the ARPA expense period, 12/31/2026.

> **17.13. What should a recipient do if its initial estimate to Treasury of expenses to meet legal and administrative requirements is greater or less than the ultimate amount of such expenses?**
>
> If a recipient's costs to cover legal and administrative requirements, as provided for in the Obligation IFR and as discussed in FAQ 17.10, are greater than the original estimate provided to Treasury, the recipient may still use SLFRF funds to pay for such expenses under some circumstances. The recipient may use other, previously obligated funds to meet those expenses to the extent the recipient does not use those funds as reported to cover particular projects, as discussed in FAQ 17.19. For example, if a recipient intended to fund a contract using SLFRF funds but the contract is terminated and not replaced, the amount previously obligated for that contract may be used to cover legal and administrative costs that exceed the final estimate. The recipient may also use program income to meet those expenses, as discussed in FAQ 17.21.
>
> If a recipient's costs to cover legal and administrative requirements are lower than the original estimate provided to Treasury, the recipient may use any unexpended funds attributable to the original estimate for other eligible uses of SLFRF funds obligated before December 31, 2024. Treasury is clarifying language in the Obligation IFR which stated, "If a recipient's estimate exceeds what is ultimately expended, the recipient must return the excess funds to Treasury." A recipient must return those excess funds not expended by December 31, 2026, to Treasury only if they are not expended for another eligible use of SLFRF funds for which the recipient had an obligation by December 31, 2024.
>
> Additionally, recipients that report on a quarterly basis can update their cost estimates of such expenditures to Treasury through the Project and Expenditure Report due on January 31, 2025. This includes estimated expenses for personnel employed to meet those requirements. Recipients that report on an annual basis will report estimates in the Project and Expenditure Report due April 30, 2025. Recipients that report annually will not have an opportunity to update their estimate to Treasury, but they also may use excess funds to cover such expenses as described above.

Option 2: Using ARPA funding that was obligated prior to 12/31/2024 for Existing Contract Increases, Change Orders, and/or Subrecipient Agreements.

- Using Treasury FAQ 17.16 and 17.17 these would all result in an amendment to the original contract showing the increase in funding, and that there are no significant scope changes. These would have to be Contracts that were in place and already utilizing ARPA, which would have been in place and obligated prior to 12/31/2024.

17.16. Under what circumstances may a recipient use SLFRF to cover cost increases attributable to a contract that is entered into by December 31, 2024?

In general, recipients cannot re-obligate funds or obligate additional SLFRF funds after the obligation deadline of December 31, 2024. However, if a contract entered into by December 31, 2024, expressly provides for change orders or contract contingencies, the recipient may use SLFRF funds to cover increased costs attributable to such change orders or contract contingencies. Such increased costs are not considered new obligations but are instead attributable to a preexisting obligation to accommodate the change or contingency.

Additionally, recipients may cover the cost of amendments to contracts if the amended contract is within substantially the same scope and for substantially the same purpose as the contract that was incurred by December 31, 2024. This flexibility is consistent with recipients' ability to terminate a contract for convenience and to use SLFRF funds for costs associated with change orders and contingencies that are contemplated by their contracts and subawards.

Based on comments received from recipients, and for the reasons discussed above, Treasury is providing this guidance as an update to the prior statement in the Obligation IFR that recipients could not use SLFRF funds after the obligation deadline to cover a cost increase associated with a contract amendment.

Recipients may estimate the amount that may be necessary to cover changes or contingencies through the expenditure period, include that amount in the amount of the final obligation for the project that is reported to Treasury as of December 31, 2024, and retain those funds to pay costs covered by the estimate. Recipients providing such an estimate will not be required to return such funds to Treasury after 2024 assuming that they are ultimately expended for an eligible purpose. The SLFRF Compliance and Reporting Guidance will be updated to provide additional information on reporting requirements associated with this option.

Recipients may also cover contract cost increases after December 31, 2024, in the scenarios outlined above using (1) SLFRF funds that the recipient does not use as initially reported to cover particular projects, for example if a reported project is performed under budget or is determined to be an ineligible activity (as discussed further in FAQ 17.19), or (2) program income (as discussed in FAQ 17.21).

17.17. The Obligation IFR states that recipients may enter into replacement contracts and subawards after the obligation deadline in certain circumstances. May the recipient commit additional funds to the replacement contract or subaward to account for price increases from the time the original contract or subaward was awarded?

After the obligation deadline, recipients are permitted to replace a contract or subaward that was entered into prior to December 31, 2024, under the three circumstances outlined in the Obligation IFR, which includes a contractor or subrecipient going out of business. The replacement contract or subaward must be within substantially the same scope and for substantially the same purpose as the contract that was entered into by December 31, 2024. In such cases, recipients may use SLFRF funds to cover increased costs of the replacement contract or subaward.

For example, in replacing a contractor, it may be necessary to execute a contract for a greater amount than the original contract, or with adjustments to the scope of the project, due to changed circumstances such as: the need to rebid the contract, increased costs, the unavailability of materials, and developments such as the discovery of adverse environmental impacts. However, a contract with a substantially different scope or purpose would not be considered a replacement contract, and SLFRF funds could not be used to cover the costs of such a contract after December 31, 2024.

Recipients may pay for the increased costs of the replacement contract after December 31, 2024, (1) by applying funds from the amount estimated to be necessary to cover changes or contingencies to the original contract through the expenditure period, which was included in the final obligation reported for the project as of December 31, 2024 (as discussed in FAQ 17.16), (2) using SLFRF funds that the recipient does not use as initially reported to cover particular projects (as discussed in FAQ 17.19), or (3) using program income (as discussed in FAQ 17.21). The SLFRF Compliance and Reporting Guidance will be updated to provide additional information on reporting requirements associated with this option.

Option 3: Using ARPA funding that was obligated prior to 12/31/2024 for another eligible ARPA expense, that has been obligated with Local funding and is ARPA eligible. The obligation must have been in place prior to 12/31/2024 deadline.

- Using Treasury FAQ 17.19 under this option, the City must have incurred an obligation, such as through a Contract before 12/31/2024 and meet the eligible ARPA criteria. In this case having a contract in place, would meet the requirement, and thus ARPA could cover the expenses post 12/31/2024. In addition, meeting the same requirements, this funding could also cover costs that occurred prior to 12/31/2024, assuming that an obligation was in place and that it meets all the ARPA eligibility requirements.

17.19. After December 31, 2024, may a recipient use SLFRF funds that were initially obligated but ultimately not expended for an eligible activity?

After the December 31, 2024, obligation deadline, recipients may have excess funds that were obligated as of the deadline but ultimately not expended on an eligible activity. For example, a subrecipient or contractor may perform work under-budget, thereby freeing up previously obligated funds. As another example, the recipient, an auditor, or Treasury may determine that a recipient's planned project is not an eligible activity. In such cases, the recipient may reclassify the SLFRF funds from the original activity to another project that would be eligible under the SLFRF program rules, including the requirement that the recipient incurred an obligation by December 31, 2024, to expend funds on the activity.

As a further example, in a recipient's Single Audit covering fiscal year 2024, the auditor identifies that a project classified as responding to the public health and negative economic impacts of the pandemic is grossly disproportionate to the type or extent of harm experienced, and thus not in compliance with the 2022 SLFRF Final Rule. The recipient may withdraw SLFRF funds from the project and reclassify the funds to a workforce training program that the recipient initially had been financing with local funds but which is an eligible use under the SLFRF program as well. In this case, the recipient must have incurred an obligation (e.g., by entering into a contract) to fund the program by December 31, 2024, in accordance with SLFRF program rules.

The recipient may also use such funds to pay for any permissible upward cost adjustments in other contracts or subawards, as described in FAQs 17.16 and 17.17, including for indirect cost rate increases in a replacement subaward, as described in FAQ 17.20; to cover expenses that are necessary to meet certain legal and administrative requirements of SLFRF, as described in FAQ 17.10; and to cover personnel expenses obligated by December 31, 2024, as described in FAQ 17.7, including personnel expenses in excess of the initial estimate.

ARPA UPDATE PRESENTATION

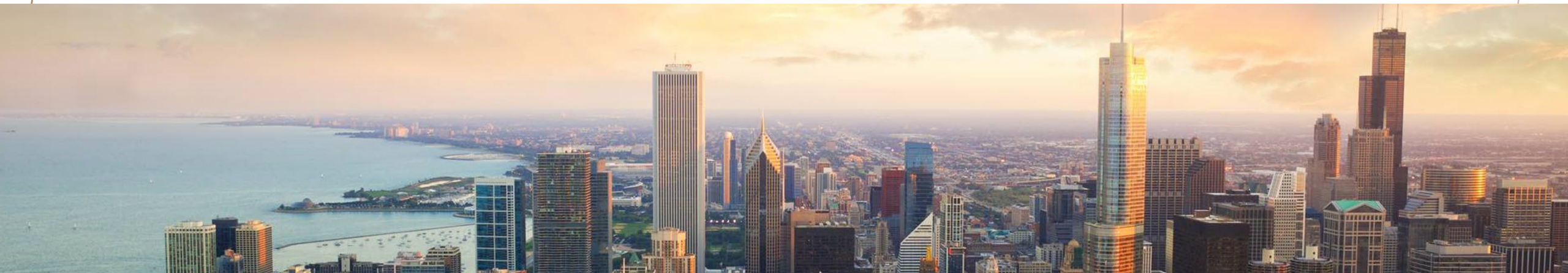
Grants Management Team
Skyler Brown-Director
Caleb Stanton-Grants Analyst



ARPA-AMERICAN RESCUE PLAN ACT

A $1.9 trillion federal economic stimulus package signed on March 11, 2021, to accelerate recovery from the COVID-19 pandemic. It provided $350 billion in direct, flexible aid to state, local, and tribal governments for infrastructure, public health, and economic relief.

City of Spokane Award: $80,991,104



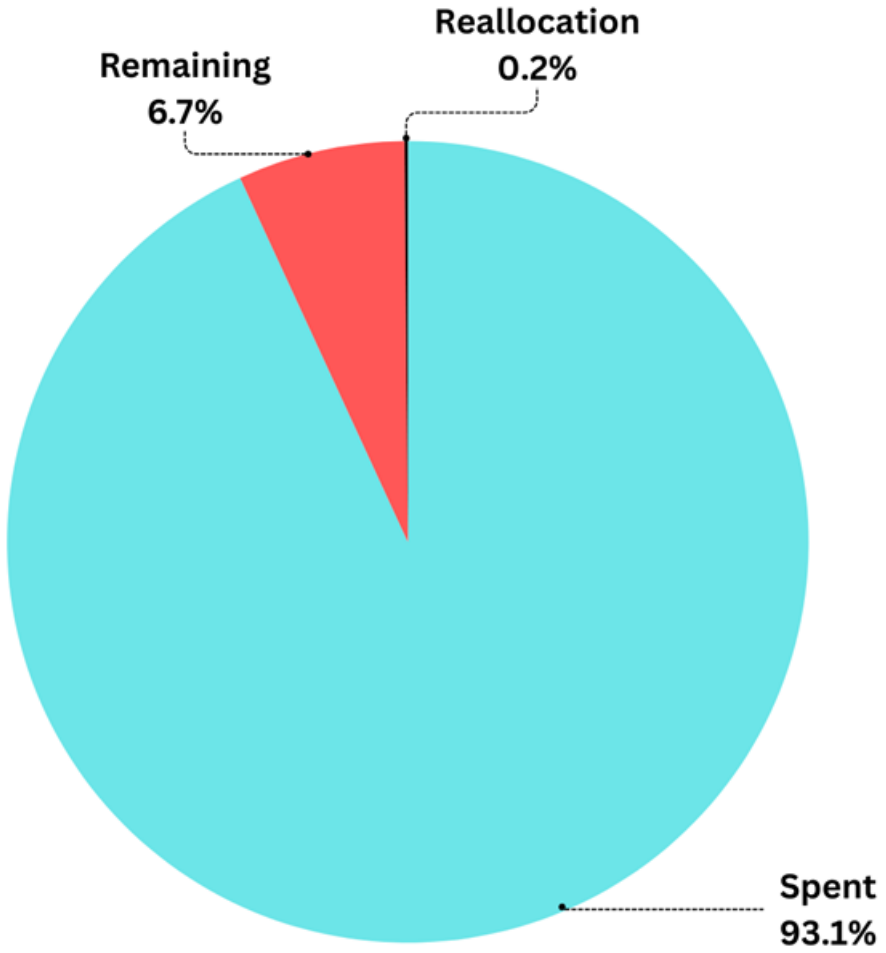
Allowable Expenditure Categories

1. **Public Health**: Funds used to mitigate the spread of COVID-19 and provide medical care. Vaccination programs, testing, PPE, etc.
2. **Negative Economic Impacts**: Assistance to those financially harmed by the pandemic. Provides aid to households, small businesses, nonprofits, and specifically impacted industries.
3. **Public Sector Capacity**: Investments to restore and bolster government operations.
4. **Premium Pay**: Additional compensation for "essential workers" (public and private sector) who faced heightened health risks.
5. **Infrastructure (Water, Sewer, & Broadband)**: Investments in "necessary" infrastructure.
6. **Revenue Replacement**: The most flexible category, it allows governments to use funds for "government services" up to the amount of revenue lost due to the pandemic.
7. **Administrative and Other**: Costs associated with managing the SLFRF grant itself, including compliance reporting, auditing, and administrative staff

Expenditure Categories	City of Spokane Allocations
1 - Public Health	$29,579.63
2 - Negative Economic Impacts	$21,658,600.44
3 - Public Sector Capacity	$0.00
4 - Premium Pay	$0.00
5 Infrastructure	$0.00
6 - Revenue Replacement	$58,420,137.91
7 - Administration	$822,786.07
Total Allocations	**$80,991,104.00**

Current Spending Update

Total Allocated	Total Spent	Total Remaining	Available for Reallocation
$80,991,104.00	$75,522,417.81	$5,468,686.19	$103,393.09



**Funds available for reallocation are included in remaining total.*

Completed Programs 1-25

#	ARPA Allocation	Category	Project ID	Allocated	Spent	Remaining	Status
1	Employment support for Arts	2	97231	$ 1,000,000.00	$ 1,000,000.00	$ -	Completed
2	Equity Navigators	2	97232	$ 40,447.00	$ 40,447.00	$ -	Completed
3	Down Payment Assistance	2	97233	$ 1,500,000.00	$ 1,500,000.00	$ -	Completed
4	Cultural Events	2	97234	$ 793,927.84	$ 793,927.84	$ -	Completed
5	Homeless Operations & Capital	6	97236	$ 10,029,117.74	$ 10,029,013.64	$ 104.10	Completed
6	Projects of Citywide Significance	6	97238	$ 818,809.51	$ 818,809.51	$ -	Completed
7	NE Community Center Capital	2	97241	$ 500,000.00	$ 500,000.00	$ -	Completed
8	MLK Center Capital	6	97242	$ 498,503.75	$ 498,503.75	$ -	Completed
9	Pre-Apprenticeship Training	2	97245	$ 400,000.00	$ 400,000.00	$ -	Completed
10	Child Care	2	97246	$ 3,196,665.54	$ 3,196,665.54	$ -	Completed
11	Child Care Capital	6	97247	$ 500,000.00	$ 500,000.00	$ -	Completed
12	Parks Amentities	2	97248	$ 1,119,963.56	$ 1,119,963.56	$ -	Completed
13	Affordable Housing	6	97249	$ 1,978,642.18	$ 1,978,642.18	$ -	Completed
14	Not For Profits	2	97250	$ 4,984,880.28	$ 4,984,880.28	$ -	Completed
15	Down Payment/Shared Equity	2	97251	$ 2,000,000.00	$ 2,000,000.00	$ -	Completed
16	Small Business Assistance	2	97253	$ 4,422,716.22	$ 4,422,716.22	$ -	Completed
17	Legal Support	7	97307	$ 7,413.02	$ 7,413.02	$ -	Completed
18	Don Kardong Bridge	6	97312	$ 2,950,000.00	$ 2,950,000.00	$ -	Completed
19	Police Capital	6	97313	$ 2,374,000.00	$ 2,374,000.00	$ -	Completed
20	Fire Capital	6	97314	$ 3,489,236.16	$ 3,489,236.16	$ -	Completed
21	Police Vehicle Use Evaluation	6	97315	$ 57,411.00	$ 57,411.00	$ -	Completed
22	EV Stations	6	97316	$ 15,188.58	$ 15,188.58	$ -	Completed
23	Add to Pay CBA	6	97317	$ 2,058,168.71	$ 2,058,168.71	$ -	Completed
24	Municipal Building Capital	6	97319	$ 78,078.18	$ 78,078.18	$ -	Completed
25	Extreme Weather	6	97320	$ 120,000.00	$ 120,000.00	$ -	Completed

*Remaining funds to be reallocated

Completed Programs 25-50

#	ARPA Allocation	Category	Project ID	Allocated	Spent	Remaining	Status
26	Fire Safety House	6	97322	$ 115,438.82	$ 115,438.82	$ -	Completed
27	General Fund Expenditures	6	97323	$ 2,100,000.00	$ 2,100,000.00	$ -	Completed
28	Fire Overtime 2022	6	97324	$ 3,700,000.00	$ 3,700,000.00	$ -	Completed
29	Police Overtime 2022	6	97325	$ 2,500,000.00	$ 2,500,000.00	$ -	Completed
30	ADU Permits	6	97326	$ 80,495.12	$ 80,495.12	$ -	Completed
31	Utility Assistance	6	97327	$ 4,000,000.00	$ 4,000,000.00	$ -	Completed
32	Broad Band	6	97328	$ 150,000.00	$ 150,000.00	$ -	Completed
33	AV Upgrades	6	97329	$ 238,089.60	$ 238,089.60	$ -	Completed
34	Truck to pull firehouse	6	97330	$ 50,000.00	$ 50,000.00	$ -	Completed
35	Expo 74 +50	6	97331	$ 241,336.59	$ 241,336.59	$ -	Completed
36	Police Capital 2024	6	97332	$ 3,111,266.91	$ 3,111,266.91	$ -	Completed
37	Chief Recruitment	6	97333	$ 120,812.71	$ 120,812.71	$ -	Completed
38	Scattered Site Model	6	97334	$ 1,876,233.00	$ 1,773,394.01	$ 102,838.99	Completed
39	Municipal Criminal Justice	6	97335	$ 550,000.00	$ 550,000.00	$ -	Completed
40	East Sprague Improvement Dist	6	97338	$ 14,000.00	$ 14,000.00	$ -	Completed
41	Downtown Housing Study	6	97341	$ 50,000.00	$ 50,000.00	$ -	Completed
42	Behavioral Health Services Vehicle	6	97343	$ 86,348.21	$ 86,348.21	$ -	Completed
43	Campaign Working Families	6	97344	$ 218,325.90	$ 218,325.90	$ -	Completed
44	Spokane Public Schools	6	97345	$ 200,000.00	$ 200,000.00	$ -	Completed
45	Fire Station 1 Capital	6	97346	$ 501,594.69	$ 501,594.69	$ -	Completed
46	WUI Fire Contract	6	97348	$ 74,338.00	$ 73,888.00	$ 450.00	Completed
47	Vaccination Clinics	1	PH#1	$ 29,579.63	$ 29,579.63	$ -	Completed
48	Playground Equipment	6	RR#1	$ 160,000.00	$ 160,000.00	$ -	Completed
49	Swim Program	6	RR#2	$ 220,000.00	$ 220,000.00	$ -	Completed
50	Fire Overtime 2021	6	RR#3	$ 1,750,000.00	$ 1,750,000.00	$ -	Completed

*Remaining funds to be reallocated

Active Programs

-14 Total active-

#	ARPA Allocation	Category	Project ID	Allocated	Spent	Remaining	Status
51	At-Risk Youth Services	2	97237	$ 1,700,000.00	$ 1,520,506.01	$ 179,493.99	50% or More
52	West Central Capital	6	97243	$ 500,803.59	$ 491,160.02	$ 9,643.57	50% or More
53	Languare Access	6	97244	$ 259,553.00	$ 139,922.41	$ 119,630.59	50% or More
54	Sub Area Planning	6	97252	$ 969,668.91	$ 587,383.51	$ 382,285.40	50% or More
55	Multi Cultural Centers	6	97254	$ 800,000.00	$ 548,294.39	$ 251,705.61	50% or More
56	Administration	7	97306	$ 875,373.00	$ 732,977.60	$ 142,395.40	50% or More
57	Higher Education	6	97318	$ 4,895,100.69	$ 3,110,999.60	$ 1,784,101.09	50% or More
58	Youth Sports	6	97336	$ 250,000.00	$ 163,879.25	$ 86,120.75	50% or More
59	Clean & Safe	6	97337	$ 503,576.36	$ 482,426.40	$ 21,149.96	50% or More
60	Cannon Hill Park Pond	6	97347	$ 150,000.00	$ 114,157.50	$ 35,842.50	50% or More
61	Latah Valley TIF	6	97349	$ 200,000.00	$ 160,140.24	$ 39,859.76	50% or More
66	Neighborhood Business Districts	6	97239	$ 2,500,000.00	$ 472,565.12	$ 2,027,434.88	Less 50%
67	Residential Street Lighting	6	97339	$ 150,000.00	$ 5,645.93	$ 144,354.07	Less 50%
68	Alleyway Activation	6	97340	$ 166,000.00	$ 24,724.47	$ 141,275.53	Less 50%

Cancelled Programs

-4 Total cancelled-

#	ARPA Allocation	Category	Project ID	Allocated	Spent	Remaining	Status
62	Mobile Medical	1	97204	$ -	$ -	$ -	Cancelled
63	Eviction Def & Education	2	97225	$ -	$ -	$ -	Cancelled
64	Comm. Engagement/Proj Coordinat	7	97308	$ -	$ -	$ -	Cancelled
65	Police Ombudsman	0	97342	$ -	$ -	$ -	Cancelled

REALLOCATION CONTSTRAINTS

- Under the ARPA / SLFRF rules, recipients must obligate their funds by December 31, 2024
  - Funds that remained unobligated had be returned to Treasury.
- However, even after the obligation deadline, certain flexibilities remain to address cost changes, surplus funds, or contract issues
- New obligations are disallowed





REALLOCATION OPTIONS

The grants department worked with the State Auditors Office and City legal and determined only three eligible uses for reallocation.

- Increase an existing contract
- Administrative costs
- Cost obligated prior to 2024 that meet ARPA eligibility

CONCLUSION

Currently 54 of 68 ARPA programs are completed

14 Active Programs

Must be completed by 12/31/2026

9 of 14 on track to be completed by June 2026

$75,522,417.81 of $80,991,104 Awarded is Spent

88.8% Funds

Three programs expire on 12/31/2026

Final reallocations will be needed late 2026

2026 Final Reallocation Plan

QUESTIONS



THANK YOU

Skyler Brown, Caleb Stanton
Grants Management Department
Grants@Spokanecity.org
509.625.6429

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 02/19/2026

Committee Agenda type: Discussion

Council Meeting Date: 03/09/2026

Date Rec'd	2/2/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	SARAH 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ARTS COMMISSION UPDATE		

Agenda Wording

An ordinance relating to the Arts Commission; amending Sections 04.05.020, 04.05.030, and 04.05.040 of the Spokane Municipal Code.

Summary (Background)

The Spokane Arts Commission was established in 1976. The purpose of the Spokane Arts Commission is to "promote and encourage public programs to further the development of public awareness of and interest in the fine and performing arts and preservation of the cultural heritage of the City in connection with the artistic and cultural development of the city". The City Council added a Council liaison to the Arts Commission through Resolution 2025-0119 on January 15, 2026. Administrative staff is currently working with the Arts Commission to develop an annual work plan, which will be considered and approved by the City Council. This ordinance updates the municipal code to codify the annual work plan requirement. The ordinance also officially adds the City Council liaison. Finally, the ordinance also codifies a requirement that the Arts Commission have at least two commission members from every Council district.

What impacts would the proposal have on historically excluded communities?

This ordinance seeks to codify a requirement that at least two Arts Commission members be from each City Council District. Historically, residents from City Council District 1 have been underrepresented on City boards and commissions.

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

The Administration tracks geographic representation for all boards and commissions.

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

The work plan of the Arts Commission will approved by the Council annually.

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

Comprehensive Plan SH 3 - Arts and Cultural Enrichment Comprehensive Plan LGC 2.3 - Broad Community Representation

Council Subcommittee Review

N/A

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

Narrative

This ordinance has no fiscal impact.

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM		
Division Director			
Accounting Manager			
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List

Sarah Dixit - sdixit@spokanecity.org	Lisa Edwards - eedwards@spokanecity.org

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/23/2026

Committee Agenda type: Discussion

Council Meeting Date: 03/16/2026

Date Rec'd	2/2/2026		
Clerk's File #	ORD C36849		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	SARAH 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ARTS COMMISSION UPDATE		

Agenda Wording

An ordinance relating to the Arts Commission; amending Sections 04.05.020, 04.05.030, and 04.05.040 of the Spokane Municipal Code.

Summary (Background)

The Spokane Arts Commission was established in 1976. The purpose of the Spokane Arts Commission is to "promote and encourage public programs to further the development of public awareness of and interest in the fine and performing arts and preservation of the cultural heritage of the City in connection with the artistic and cultural development of the city". The City Council added a Council liaison to the Arts Commission through Resolution 2025-0119 on January 15, 2026. Administrative staff is currently working with the Arts Commission to develop an annual work plan, which will be considered and approved by the City Council. This ordinance updates the municipal code to codify the annual work plan requirement. The ordinance also officially adds the City Council liaison. Finally, the ordinance also codifies a requirement that the Arts Commission have at least two commission members from every Council district.

What impacts would the proposal have on historically excluded communities?

This ordinance seeks to codify a requirement that at least two Arts Commission members be from each City Council District. Historically, residents from City Council District 1 have been underrepresented on City boards and commissions.

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

The Administration tracks geographic representation for all boards and commissions.

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

The work plan of the Arts Commission will approved by the Council annually.

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

Comprehensive Plan SH 3 - Arts and Cultural Enrichment Comprehensive Plan LGC 2.3 - Broad Community Representation

Council Subcommittee Review

N/A

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

Narrative

This ordinance has no fiscal impact.

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Sarah Dixit - sdixit@spokanecity.org	Lisa Edwards - eedwards@spokanecity.org

ORDINANCE NO. C36849

An ordinance relating to the Arts Commission; amending Sections 04.05.020, 04.05.030, and 04.05.040 of the Spokane Municipal Code.

WHEREAS, the Spokane Arts Commission was established in 1976; and

WHEREAS, the purpose of the Spokane Arts Commission is to "promote and encourage public programs to further the development of public awareness of and interest in the fine and performing arts and preservation of the cultural heritage of the City in connection with the artistic and cultural development of the city"; and

WHEREAS, the City Council added a Council liaison to the Arts Commission through Resolution 2025-0119; and

WHEREAS, the administrative staff is working with the Arts Commission to develop an annual work plan to be considered and approved by the City Council, similar to other City boards and commissions; and

WHEREAS, this ordinance updates the code to codify the annual work plan requirement, City Council liaison, and guarantees at least two members from every Council district on the Arts Commission.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 04.05.020 of the Spokane Municipal Code is amended to read as follows:

Section 04.05.020 Appointment

A. The ((~~commission~~)) Arts Commission consists of sixteen (16) members nominated by the ((~~mayor~~)) Mayor and appointed by the ((~~council~~)) City Council to staggered three-year terms. The membership shall be composed of two members residing in each of the council districts. The remaining ten positions shall be designated as at-large positions and shall be filled by qualified city residents regardless of the council district in which they reside.

B. Vacancies are filled by appointments to unexpired terms in the same manner.

C. The City Council may appoint a city council member to serve as a liaison to the Arts Commission.

Section 2. That Section 04.05.030 of the Spokane Municipal Code is amended to read as follows:

Section 04.05.030 Officers

The ((~~commission~~)) Arts Commission by rule determines its officers and the manner of their selection((~~, except that the mayor nominates and the city council appoints the chair of the commission for a term of one year~~)).

Section 3. That Section 04.05.040 of the Spokane Municipal Code is amended to read as follows:

Section 04.05.040 Duties and Functions

The ((~~commission~~)) Arts Commission has the power and duty to:

A. adopt rules;

B. hold regular public meetings and keep a written record of its proceedings which is a public record;

C. initiate, sponsor or conduct, alone or in cooperation with other public or private agencies, public programs to further the development and public awareness of, and interest in, the fine and performing arts, and preservation of the cultural heritage of the City;

D. encourage donations and grants to the City for civic arts purposes, to advise the City regarding the receipt of such donations and grants and transmit any funds so received to the City;

E. advise the City concerning the receipt of or purchase of works of art to be placed on municipal property;

F. advise and assist the City in connection with such other artistic and heritage activities as may be referred to it by the City.

G. establish an annual work plan in consultation with the appropriate City staff designated by the Mayor, which shall be adopted by the City Council

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 07/14/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	7/7/2025
		Clerk's File #	ORD C36736
		Cross Ref #	RES 2025-0057
Council Meeting Date: 09/22/2025		**Project #**	
Submitting Dept	DEVELOPMENT SERVICES CENTER	**Bid #**	
Contact Name/Phone	ELDON BROWN 625-6305	**Requisition #**	
Contact E-Mail	EBROWN@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	JBINGLE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	4700 – CEDAR STREET VACATION ORDINANCE		

Agenda Wording

Public hearing for the vacation of Cedar Street between Carlisle Ave and Montgomery Ave EXCEPT the extended alley crossing Cedar St.

Summary (Background)

Adjacent property owners have applied to vacate the subject street and City Staff has solicited comments from the various City Departments and franchised private utility companies. After reviewing all comments received, Engineering is recommending against this right-of-way vacation.

What impacts would the proposal have on historically excluded communities?

NA

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

NA

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

NA

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

NA

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	PALMQUIST, TAMI		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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edjohnson@spokanecity.org	akiehn@spokanecity.org
erivera@spokanecity.org	

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 02/19/2026

Committee Agenda type: Discussion

Council Meeting Date:

Date Rec'd	7/7/2025
Clerk's File #	ORD C36736
Cross Ref #	RES 2025-0057
Project #	
Bid #	
Requisition #	

Submitting Dept	DEVELOPMENT SERVICES CENTER		
Contact Name/Phone	ELDON BROWN 625-6305		
Contact E-Mail	EBROWN@SPOKANECITY.ORG		
Agenda Item Type	Hearings		
Council Sponsor(s)	BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	4700 – CEDAR STREET VACATION ORDINANCE		

Agenda Wording

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NA

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

NA

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

NA

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	PALMQUIST, TAMI		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	ebrown@spokanecity.org
mnilsson@spokanecity.org	tpalmquist@spokanecity.org
edjohnson@spokanecity.org	akiehn@spokanecity.org
erivera@spokanecity.org	

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/23/2026

Committee Agenda type: Discussion

Council Meeting Date:

Date Rec'd	7/7/2025
Clerk's File #	ORD C36736
Cross Ref #	RES 2025-0057
Project #	
Bid #	
Requisition #	

Submitting Dept	DEVELOPMENT SERVICES CENTER
Contact Name/Phone	ELDON BROWN 625-6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	Hearings
Council Sponsor(s)	BWILKERSON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO / **Public Works?** YES
Agenda Item Name	4700 – CEDAR STREET VACATION ORDINANCE

Agenda Wording

Public hearing for the vacation of Cedar Street between Carlisle Ave and Montgomery Ave EXCEPT the extended alley crossing Cedar St.

Summary (Background)

Adjacent property owners have applied to vacate the subject street and City Staff has solicited comments from the various City Departments and franchised private utility companies. After reviewing all comments received, Engineering is recommending against this right-of-way vacation.

What impacts would the proposal have on historically excluded communities?

NA

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

NA

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

NA

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

NA

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	PALMQUIST, TAMI		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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edjohnson@spokanecity.org	akiehn@spokanecity.org
erivera@spokanecity.org	

City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36736

An ordinance vacating Cedar street between the south line of Carlisle Avenue and the north line of Montgomery Avenue, EXCEPT the extension of the alley through Cedar Street

WHEREAS, a petition for the vacation of Cedar street between the south line of Carlisle Avenue and the north line of Montgomery Avenue, EXCEPT the extension of the alley through Cedar Street has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That Cedar street between the south line of Carlisle Avenue and the north line of Montgomery Avenue, EXCEPT the extension of the alley through Cedar Street and located is hereby vacated. Parcel number not assigned. Portions of this vacation are located in the Southwest Section 07, Township 25 North, Range 43 East, W.M. and the Southeast Quarter of Section 12, Township 25 North, Range 42 East, W.M. and the Northeast Quarter of Section 12, Township 25 North, Range 42 East, W.M., and the Northwest Quarter of Section 07, Township 25 North, Range 43 East, W.M.

Passed the City Council _____

_____
Council President

Attest: _____
City Clerk

Approved as to Form:

_____
Assistant City Attorney

_____ Date: _____
Mayor

Effective Date:_____

Joe Anderson, Garco Construction
4114 E Broadway Ave.
Spokane, WA 99202

May 23, 2025

Erik Johnson, City of Spokane
808 W Spokane Falls Blvd.
Spokane, WA 99201

Dear Mr. Johnson,

Trinity Catholic School has grown over the past few years with their new school and gymnasium and continue to grow with a prospective new Educare facility across the street from the school. With this growth, Trinity has expressed interest in a street vacation of North Cedar Street between West Montgomery Avenue and West Carlisle Avenue, which would provide a variety of benefits to the Trinity Campus as a whole.

The layout of the Trinity Campus is currently separated by Cedar with the School on the West side and the Gymnasium on the East which poses daily challenges and student safety concerns when navigating between the two buildings. The St. Anthony Church and the Rectory that make up the remainder of the Trinity Campus are positioned between the two major school buildings. The proposed new Educare facility is positioned to replace the existing Rectory to further expand upon the educational aspect of the Trinity campus.

The proposed use for the Cedar Street vacation is split up into two parts. With limited space on the current School and Gymnasium lots, this vacation would allow for the northern half of Cedar to become an expanded playground space for the students while also completing the pedestrian connection between the school and gymnasium buildings. This connection would establish a more unified campus experience and provide much safer crossing for students and teachers navigating between the campus buildings. The Northern half of the Cedar Vacation also provides drop-off parking areas for the school and proposed Educare facility.

The proposal for the southern half of the Cedar Street vacation is to be converted into a parking area for the school and new Educare facility. The current parking configuration for the school includes a parking lot at the St. Anthony church and on-street parking along Cedar, Mongomery, and Carlisle. Vacating Cedar would provide staff with a more dedicated off-street parking area to help fulfill parking needs. The alley would remain accessible for local traffic and service vehicles with plans to improve a portion of the alley for school traffic exiting the vacated Cedar parking and drop-off area. New street

landscaping improvements are also proposed along Montgomery at the parking lot entrance and along Carlisle where Cedar would be vacated.

While the Cedar Street vacation poses an opportunity for the Trinity Campus to be unified and create a safer environment for students and teachers, there are also factors involved that limit the impact of the street vacation. St. Anthony Catholic Parish currently owns 75% of lots adjacent to Cedar Street at the proposed vacation with a single residential lot occupying the remaining 25% with a Montgomery Avenue address. Access to surrounding houses would be kept intact both from their respective street addresses and from the alley. According to City of Spokane GIS mapping, there are no public utilities running through the proposed vacated section of street except for a sewer under the alley which will remain accessible and intact.

Cedar Street also has an existing unique connection to Northwest Boulevard, one block to the South. There is no standard street connection for Cedar but rather a curb cut into a parking area for a local business which also excludes any street signage or traffic control signage (Exhibit 1). Entering or exiting Cedar from Northwest Boulevard does not appear to be a primary route of travel in and out of the residential neighborhood. While some local residents may use this access point, it's clearly a non-standard intersection whereas nearby roads such as Walnut Street, Montgomery Avenue, Mansfield Avenue, and Adams Street provide standard and controlled street connections with more continuous access to residential lots to the North from the Northwest Boulevard arterial (Exhibits 2,3,4). Those residents that may use the Cedar Street connection at Northwest Boulevard are more likely to be those South of the Trinity Campus and would be mostly unaffected by the street vacation.

In consideration for vacating the section of North Cedar Street between West Montgomery Avenue and West Carlisle Avenue, there is a great opportunity to improve the safety and connectivity for students and staff at the Trinity Catholic School Campus and allow for future growth to further establish a healthy learning environment. There appears to be minimal impact on the surrounding community as all other property owners in proximity retain their street and alley access while some also benefit from improvements to their alley access. There are no impacted utilities and the unique connection to the Northwest Boulevard arterial is laid out in a way where traffic likely opts to use other, more prominent collector streets for residential access to the North side of the Trinity Campus. For these reasons, it is believed there are ample benefits with little to no negative impact on the surrounding community.

Sincerely,

Joe Anderson

Joe Anderson, Garco Construction

_____

Supplemental Exhibits:



Exhibit 1: Northwest Boulevard at Cedar Street



Exhibit 2: Northwest Boulevard at Walnut and Montgomery



Exhibit 3: Northwest Boulevard at Mansfield



Exhibit 4: Northwest Boulevard at Adams



Trinity Campus Site Plan

1" = 20'-0"

TRINITY CAMPUS AREAS:
SCHOOL SITE: 23,910 S.F.
GYMNASIUM SITE: 41,236 S.F.
EDUCARE SITE: 10,800 S.F.

TOTAL LAND AREA: 75,946 S.F.

TRINITY BUILDING AREAS:
SCHOOL: 22,926 S.F.
GYMNASIUM: 9,322 S.F.
CHURCH: 6,670 S.F.
EDUCARE: 5,775 S.F.

TOTAL BUILDING FOOTPRINT AREA: 44,693 S.F.

BUILDING COVERAGE PERCENTAGE:
ALLOWED: 65%
ACTUAL: 59%

TRINITY SCHOOL PARKING SPACES:
CLASSROOM REQUIREMENTS:
10 CLASSROOMS x ONE STALL / CLASSROOM = 10 SPACES

EDUCARE REQUIREMENTS:
1,808 S.F. EDUCARE AREA = 1 STALL / 500 S.F. = 4 SPACES

TOTAL SPACES REQUIRED: 14 SPACES
TOTAL SPACES PROVIDED: 16 SPACES (CARLISLE ST.)

PARISH, PLAYGROUND, & GYM CAMPUS PARKING SPACES:
PARISH PARKING REQUIREMENTS:
1,976 S.F. PARISH = 1 STALL PER 100 S.F. = 20 SPACES

GYM PARKING REQUIREMENTS:
6,889 GYM AREA / 330 S.F. PER STALL = 21 SPACES

TOTAL SPACES REQUIRED = 21 SPACES
PARISH AND GYM PARKING SHARED (BUILDINGS NOT USED AT SAME TIME)

TOTAL PAVED PARKING SPACES PROVIDED = 24 SPACES (PARISH)
STREET PARKING PROVIDED (MONTGOMERY) = 11 PARALLEL STALLS
TOTAL PARKING PROVIDED = 35 SPACES

NEW EDUCARE FACILITY (2025) PARKING SPACES:
DAYCARE = ONE STALL PER 500 S.F. (5,775/500) = 12 SPACES
(VACATED CEDAR ST) TOTAL SPACES PROVIDED = 16 SPACES

CAMPUS PARKING REQUIRED: 47 SPACES

CAMPUS PARKING PROVIDED: 67 SPACES

PROPOSAL - NOT FOR CONSTRUCTION

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L:\ACAD_RVT\Trinity Catholic School\4 - 2023 Rectory Remodel\0 - Revit\0 - Proposal Model\Trinity Catholic School Daycare - Proposal Model 1-1.rvt

REVISIONS:

STAMP:

GARCO CONSTRUCTION
SPOKANE, WASHINGTON EAST 4114 BROADWAY
99202 (509) 535-4688

DRAWN BY: J.L.A. CHECKED BY: --
ARCHITECT \ ENGINEER: Jason McDonald
DATE: May 23, 2025 JOB NUMBER: Prop 1-0

SHEET TITLE: Trinity Campus Site Plan
PROJECT: TRINITY EDUCARE
2320 N CEDAR ST.
SPOKANE, WA 99205

SHEET A110.0
OF

CITY OF SPOKANE
DEVELOPMENT SERVICES
808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
August 5, 2025

LOCATION: Cedar between Carlisle and Montgomery.

PROPONENT: Trinity Catholic School

PURPOSE: Consolidate property for future development

HEARING: September 22, 2025

REPORTS:

PRIVATE UTILITY COMPANIES

AVISTA UTILITIES – Our utilities are in the alley and if that is to remain public R/W then Avista has no comments

COMCAST - No comments

EXTENET – No comments

FATBEAM FIBER – No comments

INLAND POWER – No comments

INTERMOUNTAIN INFRASTRUCTURE GROUP – No comments

LIGHT SPEED NETWORKS – No comments

LUMEN – Lumen does not have any facilities in the proposed vacate area. We are good to proceed.

PHILLIPS 66 PIPELINE – Phillips 66 does not have any utilities within your project vicinity.

PORT OF WHITMAN – No comments

TDS TELECOM - No comments

VERIZON/MCI Metro - No comments

WHOLESAIL NETWORKS – No comments

ZAYO COMMUNICATIONS – No comments

CITY DEPARTMENTS & E911

ADDRESSING - No comments

BICYCLE ADVISORY BOARD – The Bicycle Advisory Board voted unanimously to recommend the proposed vacation of right-of-way adjacent to the Trinity Catholic School not be approved by City Council. The Board determined that the proposed vacation would result in the permanent hindrance of access for people walking and biking. The right-of-way in question provides existing or potential connectivity for non-motorized users. Its removal would compromise the integrity of the active transportation network and conflict with the City's goas of promoting safe, equitable, and accessible multimodal transportation.

DEVELOPER SERVICES – CURRENT PLANNING – No comments

DEVELOPER SERVICES - TRAFFIC – No comments

DIRECTOR OF TRANSPORTATION & SUSTAINABILITY COMMITTEE - The proposed vacation of Cedar does not align well with state policies prioritizing active transportation, user safety, equitable multimodal access and opportunity, and reduced greenhouse gas emissions.
Relevant plans and policies include the Washington Active Transportation Plan, the Washington Transportation Plan, the Washington Strategic Highway Safety Plan, and Target Zero.

1. Longer block lengths are associated with increases in pedestrian-involved crashes.
    a. Block Length (linear feet, LF)
        i. Walnut St to Cedar St: 380 LF - 400 LF (existing)
        ii. Cedar St to Jefferson St: ~ 640 LF (existing)
        iii. Walnut St to Jefferson St: ~ 1060 LF (proposed)
        iv. Adjacent block lengths range from ~ 280 LF to ~ 400 LF
    b. Vacation of Cedar could increase vehicular and pedestrian travel distance and time around the proposed vacated section of Cedar and the existing vacation on Adams from 80%-238%.
2. Vacation of N Cedar St may require redesign and reconfiguration/reconstruction of the intersection of Cedar St and Montgomery Ave. The traffic circle was installed in 2014 as part of the Traffic Calming Program.
3. 10% of census tract 530630020005 (W of N Cedar St) already does not have access to a vehicle. Reduced pedestrian connectivity could disproportionally impact this community.
4. Residences in the area bounded by W Northwest Blvd to the southwest, Montgomery Avenue to the north, and Monroe St to the east are already significantly impacted by high volume, high speed arterials resulting in limited pedestrian connectivity to adjacent

neighborhoods. Vacation of Cedar would further exacerbate isolation of these neighbors.

FIRE DEPARTMENT – Our only concern is the mini roundabout at Montgomery and Cedar. It either needs to be removed, or part of the proposed vacation modified to accommodate vehicles around the north of the roundabout.

INTEGRATED CAPITAL MANAGEMENT – No comments

NEIGHBORHOOD SERVICES – No comments

PARKS DEPARTMENT - No comments

PLANNING & ECONOMIC DEVELOPMENT – The Planning department has significant objections to the proposed vacation for the following reasons:

1. N Adams St between Montgomery Ave and Carlisle Ave is already interrupted between these two blocks, which has reduced connectivity in the road network. Vacation of N Cedar St as proposed would exacerbate this by creating a long, continuous block with no north-south through access.
2. The proposed vacation is counter to Comprehensive Plan policy TR2, which directs the City to "maintain an interconnected system of facilities that allows travel on multiple routes by multiple modes".
3. The proposed vacation would work against city policies and goals in support of street safety, accessibility, and rates of multimodal travel. There is a demonstrated positive relationship between street interconnectivity and street safety and accessibility. Relevant adopted policies include the Vision Zero Resolution, the Janet Mann Safe Streets Executive Order, and Janet Mann Safe Streets Now Resolution. (Additional materials attached.)
4. The proposed vacation would work against the city's goals for economic development. Homes in highly-walkable, gridded neighborhoods maintain a price premium of 40 to 100 percent. Maintaining the integrity of the street grid in walkable neighborhoods is a critical and low-cost step in preserving the value of existing neighborhoods and building the kinds of walkable neighborhoods that are envisioned by the Comprehensive Plan.
5. A traffic circle was installed at the intersection of W Montgomery Ave and N Cedar St through the Traffic Calming program, which indicates this is a desirable route through the neighborhood. Vacating the street without preserving non-motorized access would conflict with the purpose of the City's investment in the traffic calming project.

Many of these concerns may be reduced if a permanent easement allowing for unrestricted public use for people walking and biking were secured as part of the vacation. As proposed, it does not appear this would be compatible with the adjacent property owner's plans.

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT – There will be conflict with traffic in the alley, as collection vehicles must use the alley during collection. Collection vehicles will need to travel west from Adams. St.

SPOKANE REGIONAL EMERGENCY COMMUNICATIONS – No comments

1. **STREET DEPARTMENT** – Add curb ramps to Montgomery and Cedar.
2. Show an autoturn run of an SU-30 to navigate the traffic circle while avoiding the driveway and curbing from the vacated Cedar improvements.
3. On Street parking not allowed within intersection of Carlisle and Cedar.
4. Alley should remain public ROW.
5. Install City standard driveway at Montgomery (ramps would not be needed).
6. On street marked parking not allowed.

WASTEWATER MANAGEMENT - Currently storm water from the alley west of Cedar and the entirety of Cedar from Montgomery to Carlisle runs north and is handled by the catch basins on the southwest and southeast corners of Cedar and Carlisle. This proposal blocks that drainage to the north. It also introduces a situation where the stormwater from the south half of the vacated area would drain into the alley which is to remain public right of way. This is not allowed since stormwater from private property must be maintained and treated on that private property. This proposal does not address the stormwater drainage.

If that drainage issue is addressed in a manner we think is appropriate, and the vacation request resubmitted, we could revisit the possible vacation.

In that case, we would stipulate that at the very least future approval would require the following:

- The catch basins at Cedar and Carlisle (southwest and southeast corners) would need to be moved to the new curb line.
- The catch basin on the northwest corner of Montgomery and Cedar would likewise need to be moved to the new curb line/bump out.
- Sanitary manholes at Cedar and Adams in the alley right of way where new paving is done would need to be adjusted to the new paving elevation.
- As stated above all stormwater in the vacated area would need to be maintained and treated on site.

WATER DEPARTMENT – We have no concerns

RECOMMENDATION: The proposed vacation would eliminate a connective link in the transportation, bicycle, and pedestrian network in this area and is not recommended for approval.

If approved, recommended conditions of approval are as follows:

1. Plans for termination and closure of the existing right-of-way must be prepared by a licensed Civil Engineer and accepted by the City of Spokane Development Services Department prior to construction. This work must either be completed or bonded for prior to the final reading of the vacation ordinance.

   The closure work must include the removal of the curb returns on either side and driveway approaches must be placed across the entrances to the right-of-way. Stormwater must be addressed which will require the relocation of the existing storm structures on either end of the vacation area. Movements regarding the traffic circle would need to be addressed Any street name signs must be returned to the Street Department.

2. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be $115,077.94 and is to be deposited to Budget Account #3200 49199 99999 39510.

3. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 1, 2026.

Eldon Brown, P.E.
Principal Engineer – Developer Services





CITY OF SPOKANE

Right-of-way Description:
Cedar Street between Carlisle and Montgomery EXCEPT the portion of the extended alley crossing Cedar St.

Legend

Proposed Vacation

THIS IS NOT A LEGAL DOCUMENT: The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Printed by: edjohnson Print date: 7/2/2025

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 02/19/2026

Committee Agenda type: Discussion

Council Meeting Date: 03/09/2026

Date Rec'd	2/9/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	HISTORIC PRESERVATION	**Bid #**	
Contact Name/Phone	MEGAN 6543	**Requisition #**	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	BRIGGS APARTMENTS NOMINATION TO THE REGISTER OF HISTORIC PLACES		

Agenda Wording

The Spokane Historic Landmarks Commission reviews properties for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100. The Briggs Apartments was constructed in 1909 and has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owner.

Summary (Background)

The Spokane Historic Landmarks Commission reviews properties for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100. The Briggs Apartments was constructed in 1909 and has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owner.

What impacts would the proposal have on historically excluded communities?

This contract would have no meaningful impact on historically excluded communities.

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

That specific data is not something that is collected by the Historic Preservation Department.

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

The Historic Preservation Office's primary responsibility is to protect historic properties and neighborhoods in Spokane. The more properties that are listed on the Spokane Register, the more ability we have to offer incentives that help keep those properties viable and in use. As we list additional properties, we increase our ability to protect Spokane's historic resources.

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

SMC 04.35.010 Spokane Historic Landmarks Commission Findings and Purpose: The City and Spokane County find that the establishment of a landmarks commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County is a public necessity. Comprehensive Plan Goals DP 1.1: Landmark Structures, Buildings, and Sites Recognize and preserve unique or outstanding landmark structures, buildings, and sites. DP 3.3: Identification and Protection of Resources Identify historic resources to guide decision making in planning. DP 3.11: Rehabilitation of

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

Funding Source

Funding Source Type Select

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

Expense Occurrence	

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

Approvals		**Additional Approvals**	
Dept Head	DUVALL, MEGAN		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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mduvall@spokanecity.org	akiehn@spokanecity.org

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/23/2026

Committee Agenda type: Discussion

Council Meeting Date: 03/16/2026

Date Rec'd	2/9/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	HISTORIC PRESERVATION	**Bid #**	
Contact Name/Phone	MEGAN 6543	**Requisition #**	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	BRIGGS APARTMENTS NOMINATION TO THE REGISTER OF HISTORIC PLACES		

Agenda Wording

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Council Subcommittee Review

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Subsequent Year(s) Cost	**$**

Narrative

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Select	**$**	**#**
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Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

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

Expense Occurrence	

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

Approvals		**Additional Approvals**	
Dept Head	DUVALL, MEGAN		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	lcamporeale@spokanecity.org
mduvall@spokanecity.org	akiehn@spokanecity.org

Findings of Fact and Decision for Council Review
Nomination to the Spokane Register of Historic Places

Briggs Apartments – 225 S Wall Street

FINDINGS OF FACT

1. **SMC 17D.100.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."**
   - Originally built in 1909; the Briggs Apartments meets the age criteria for listing on the Spokane Register of Historic Places.

2. **SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D, E).**
   - The Briggs Apartments meets the Spokane Register Categories A & C. It is eligible under Category A for its association with the need for housing and the building boom for apartments in the Central Business District of Spokane from 1900-1910. Spokane experienced its greatest period of growth during this time with a tremendous need for housing the massive number of new residents of the city, including a single person, couples, and families.
   - The Briggs Apartments meets Category C for its design by J.C. Poetz and its unfinished state, which tells the story of the apartment boom in Spokane as well as the slowing of the population growth during the decade preceding its construction. Exterior details show how it was to be a much bigger building from the start. These details of a stripped-down Italianate style are located above the cornice on the west, north and at the top of the east and south elevations, along with the keys in the south elevation and the simple side entrance on Wall Street.
   - The building contains 36 apartments which were built as a contrast to the Single Room Occupancy (SRO) hotels that were springing up across downtown. The Briggs contained multi-room apartments with a private bathroom and kitchen for each unit as well as a living and dining room. "Disappearing beds" were built into sideboards and desks (necessitating the step-up design of the bathrooms still extant today) as a place to stowaway the beds during the day. Dumbwaiters were in each apartment as well.
   - Another interesting feature of the Briggs Apartments was that it was the first building in Spokane with a smokeless boiler.
   - Poetz was born in St. Paul, Minnesota on June 23, 1859, learned his trade in the construction of buildings in Minneapolis and St. Paul starting at 18 years old. In 1880, he began training under H. Sackville Trehern in Saint Paul, and then in 1884, he started his own architectural practice in Minneapolis. Ater 1886, he left Minnesota for Los Angeles, California. Poetz moved to Spokane and formed a partnership with Kirkland Cutter where they designed multiple buildings in Spokane, such as the Exchange National Bank, Rookery Building, and the gold medal award winning Idaho Building at the Chicago World's Fair in 1893. Poetz & Cutter were in partnership until 1894 when they split. Poetz continued to do solo work in architecture in residential and commercial buildings until the early 1920s.

3. **SMC17D.100.090: "The property must also possess integrity of location, design, materials, workmanship, and association."** *From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance…it is not necessary for a property to retain all its historic physical features…the property must retain, however, the essential physical features that enable it to convey its historic identity."*
   - The Briggs Apartments building has retained its location, design, setting and association, and still retains most of its materials and workmanship on the exterior and portions of the interior, such as the stairs in the hallway, along with sideboards and original wood doors in the apartment interiors. As a result, it is eligible for listing on the Spokane Register of Historic Places.

4. **Once listed, this property will be eligible to apply for incentives, including:**
   Special Valuation (property tax abatement), Façade Improvement Grants, Spokane Register historic property plaque, and special code considerations.

RECOMMENDATION

The Briggs Apartments is eligible for listing on the Spokane Register under Category A for its association with Spokane's greatest period of population growth **and Category C** in the area of architecture for its design by J.C. Poetz as a good example of a downtown apartment building**. The Spokane Historic Landmarks Commission reviews the nomination on 2/18/2026 and is expected to recommend listing.**

After Recording Return to:
City of Spokane Clerk
808 W Spokane Falls Blvd
Spokane, WA 99201

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

RAILROAD ADDITION LT 6 BLK 33

Parcel Number(s) **35191.3147 (address 225 S. Wall Street)**, *is governed by a Management Agreement between the City of Spokane and the Owner(s),* **M5X2 Fund III LLC,** *of the subject property.*

The Management Agreement is intended to constitute a covenant that runs with the land and is entered into pursuant to Spokane Municipal Code Chapter 4.35. The Management Agreement requires the Owner of the property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

Said Management Agreement was approved by the Spokane City Council on _____. I certify that the original Management Agreement is on file in the Office of the City Clerk under File No._____.

I certify that the above is true and correct.

Spokane City Clerk

Dated: _____

Historic Preservation Officer

Dated: 2/18/2026

City Clerk No._____

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **18th** day of **February 2026**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **M5X2 Fund III LLC c/o Matthew Chown** (hereinafter "Owner"), the owner of the property located at **225 S Wall Street** commonly known as the **Briggs Apartments** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and,

WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission') is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and,

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. CONSIDERATION. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. COVENANT. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this instrument. This covenant benefits and burdens the property of both parties.

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

(A) demolition;

(B) relocation;

(C) change in use;

(D) any work that affects the exterior appearance of the historic landmark; or

(E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to the provisions as set forth in SMC 17D100.220.

This Agreement is entered into the year and date first above written.

_____	_____
Owner	Owner

CITY OF SPOKANE

HISTORIC PRESERVATION OFFICER	**CITY OF SPOKANE**
_____	_____
Megan M.K. Duvall	City Administrator

ATTEST:

_____

City Clerk

Approved as to form:

_____

Assistant City Attorney

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____,to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____(he/she/they) signed the same as _____ (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2026.

_____

Notary Public in and for the State
of _____, residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, CITY ADMINISTRATOR and TERRI L. PFISTER, to me known to be the City Administrator and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2026.

_____

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires_____

Attachment A

None

Secretary of The Interior's Standards

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Spokane Register of Historic Places Nomination

Spokane City/County Historic Preservation Office, City Hall, Third Floor
808 Spokane Falls Boulevard, Spokane, Washington 99201-3337

1. Name of Property

Historic Name: Briggs Apartments
And/Or Common Name: The Briggs Apartments

2. Location

Street & Number: 225 South Wall Street
City, State, Zip Code: Spokane, WA,
Parcel Number: 35191.3147

3. Classification

Category	Ownership	Status	Present Use	
☒building	☐public ☐both	☐occupied	☐agricultural	☐museum
☐site	☒private	☒work in progress	☐commercial	☐park
☐structure			☐educational	☒residential
☐object	**Public Acquisition**	**Accessible**	☐entertainment	☐religious
	☐in process	☐yes, restricted	☐government	☐scientific
	☐being considered	☒yes, unrestricted	☐industrial	☐transportation
		☐no	☐military	☐other

4. Owner of Property

Name: M5x2 Fund III, LLC
Street & Number: 6811 North Eastern Road
City, State, Zip Code: Spokane, WA 99217
Telephone Number/E-mail: 202-643-1349/matt@m5c7.com

5. Location of Legal Description

Courthouse, Registry of Deeds	Spokane County Courthouse
Street Number:	1116 West Broadway
City, State, Zip Code:	Spokane, WA 99260
County:	Spokane

6. Representation in Existing Surveys

Title: N/A
Date: N/A ☐Federal ☐State ☐County ☐Local
Depository for Survey Records: Spokane Historic Preservation Office

7. Description

Architectural Classification	Condition	Check One
	☐excellent	☐unaltered
	☒good	☒altered
	☐fair	
	☐deteriorated	**Check One**
	☐ruins	☒original site
	☐unexposed	☐moved & date _____

Narrative statement of description is found on one or more continuation sheets.

8. Spokane Register Categories and Statement of Significance

Applicable Spokane Register of Historic Places category: Mark "x" on one or more for the categories that qualify the property for the Spokane Register listing:

☒A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.

☐B Property is associated with the lives of persons significant in our past.

☒C Property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

☐D Property has yielded, or is likely to yield, information important in prehistory history.

☐E Property represents the culture and heritage of the city of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence, reference to intangible heritage, or any range of cultural practices.

Narrative statement of significance is found on one or more continuation sheets.

9. Major Bibliographical References

Bibliography is found on one or more continuation sheets.

10. Geographical Data

Acreage of Property:	0.19 acres
Verbal Boundary Description:	Railroad Addition, Block 33, Lot 6
Verbal Boundary Justification:	Nominated property includes entire parcel and urban legal description.

11. Form Prepared By

Name and Title: Kelsey Doncaster
Organization: Doncaster Consulting, LLC
Street, City, State, Zip Code: P.O. Box 1611, Choteau, MT 59422
Telephone Number: (509) 571-5362
E-mail Address: doncaster@3rivers.net
Date Final Nomination Heard:

12. Additional Documentation

Additional documentation is found on one or more continuation sheets.

13. Signature of Owner(s)

_____

_____

14. For Official Use Only:

Date nomination application filed: _____

Date of Landmarks Commission Hearing: _____

Landmarks Commission decision: _____

Date of City Council/Board of County Commissioners' hearing: _____

I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of either the City Council or the Board of County Commissioners as set forth above.

Megan Duvall **Date**
City/County Historic Preservation Officer
City/County Historic Preservation Office
Third Floor – City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Attest: Approved as to form:

_____ _____
City Clerk Assistant City Attorney

SUMMARY STATEMENT

The 1909 Briggs Apartments are located at 225 South Wall Street between 2nd and 3rd Avenues in Spokane, Washington. It is a rectangle shape (57 ½ feet x 81 feet), four-story, brick, 36-room apartment building with a basement, a cobblestone foundation, and a parapet flat roof. It is a stripped-down Italianate style on the west and north elevations, while the south and north elevations are unadorned. The entrance to the building is on the west elevation on the southwest side accessed by stairs to the 1St floor. The Briggs Apartments have a majority of one-over-one metal adonized aluminum windows in the original fenestration pattern. Windows are all singles except for the V notch on the east elevation which has paired one over one windows on floors one through four. All exterior doors today are modern metal solid doors. The front façade (west) faces Wall Street, while the north elevation faces an alley, the east elevation faces a parking lot today, and the south elevation faces a small vacant portion of the parcel between the building and the corner of 3rd Avenue and Wall Street.



Oblique view of north and west (front) elevations Briggs Apartments, looking southeast.

DESCRIPTION OF PROPERTY

The Briggs Apartments is a rectangle shape (57 ½ feet x 81 feet) four-story 36-unit apartment building with a basement and a cobblestone foundation. It is 48 feet from the street level to the top of the building. It is clad in stretcher bond brick with an Italianate style cornice on two sides. The primary façade is on Wall Street with a brick and concrete

cornice. The south elevation also has a continuation of this cornice, except for where the four-story metal fire escape is located in the middle.



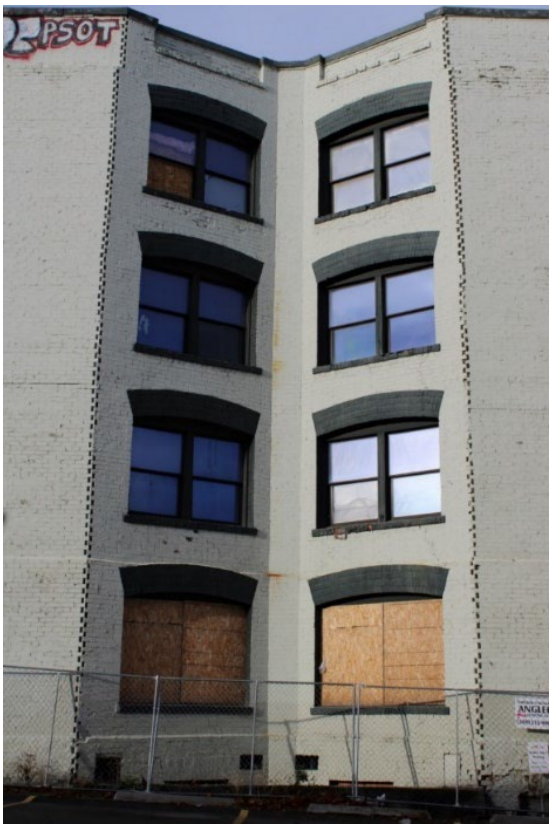
Oblique view of south and east (rear) elevations, looking northwest.

While the south and east elevations are not clad with a cornice, they have insets in the brick work at the top where the 5th floor windows would be located. This pattern in the brick work for the window locations is also on the west and north elevations above the cornice. This feature shows how it was planned to be a much bigger building from the start. On the east elevation north side, there is a brick chimney. On the south elevation, there are a series of 10 notches/keys on the southwest side for where the building would be extended and enlarged. There is a modern concrete block elevator shaft on the south elevation.



Detail of keys on south elevation on the west side of the building.

The building today has an overwhelming majority of adonized aluminum metal windows (92) and one visible wood window which are all one over one in fenestration, with a vertical brick header and sill, except for the west and north elevations which have a concrete sill and all the basement windows which have no decorative brick header. There are two 1st floor, one 2nd floor, and three basement windows on the north elevation that have been bricked in with concrete blocks with the wood window sealed up behind the blocks.[1] The window openings on the west and north elevations have square openings, while the east and south elevations have low arched openings. On the east elevation there is a V notch which has a set of paired one over one windows on floors one through four with a set of single one over one windows in the basement. One of these single windows in the V notch on the north side in the basement is the only visible wood window.



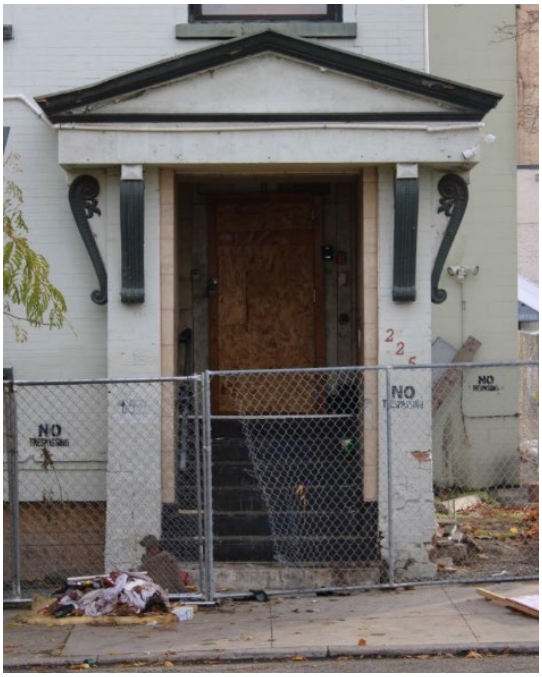
Detail of V notch on east (rear) elevation.



View of north elevation looking southeast showing windows blocked in by stairs for fire escape.

[1] L. Phillips, personal communication November 18, 2025.

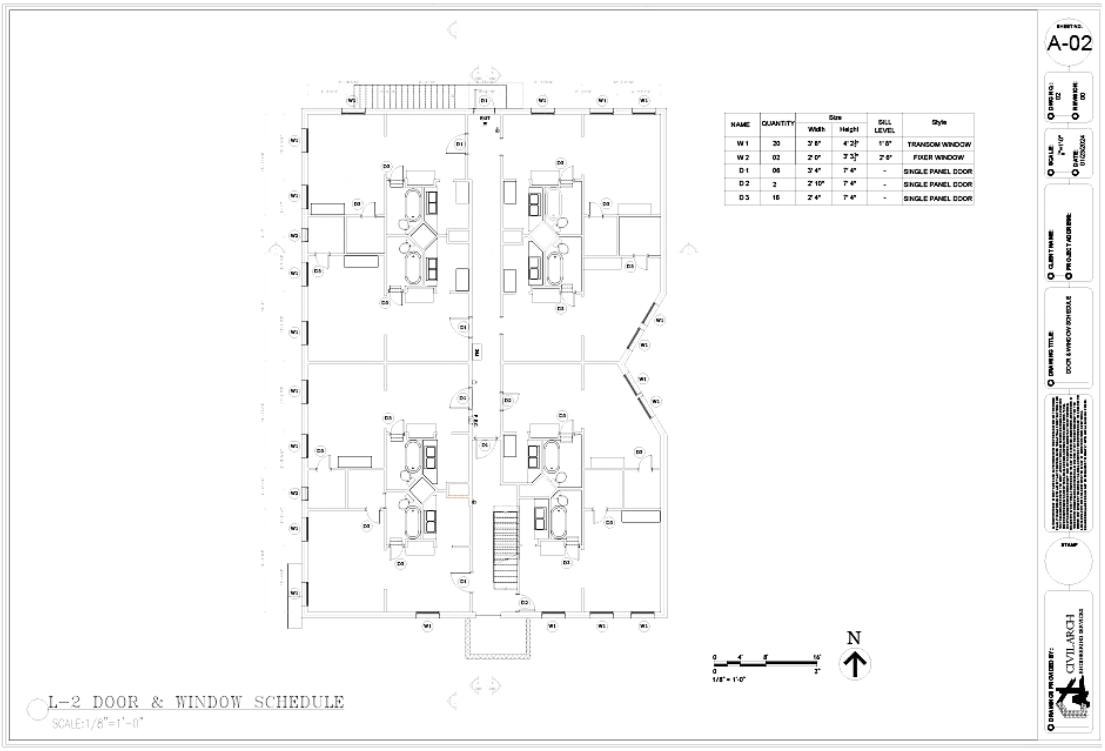
The exterior doors are all modern solid metal doors. The entrance to the building is composed of brick with a gable roof, classical sheet metal cornice, entablature, and architrave with brick columns that have a pair of sheet metal consoles on the sides and seven steps for stairs. The interior floor of the entrance is now covered in modern tile. Above the entrance door there is a wooden split transom and there are side lites on either side of the door, currently covered over. There is a four-story fire escape on the north elevation with a ladder on the 4th floor to the roof and stairs which lead down to the 2nd floor to the alley. The 1st floor has a separate fire escape exit to the alley.



Entrance on Wall Street.


Detail of sheet metal consoles on the entrance.

There are 36 apartments in the building which vary from 530 to 580 square feet.[2] There are eight apartments on the 1st, 2nd, 3rd, and 4th Floors, while the basement has only four apartments. In the basement, the apartments are only on the west side (Wall Street), and the boiler room, storage and other utility rooms are on the east side. The east side rooms have been heavily remodeled. Each apartment has the same design which shares a common wall, so they are a mirror of the other apartment in layout. The exception is the manager's office/apartment on the 1st floor which was heavily remodeled in circa 2023 so it does not resemble the adjoining apartment.



Drawing of current apartment rooms/layout on the 2nd floor in 2024.

[2] L. Phillips, personal communication November 18, 2025.

All apartments have cove ceilings with walls in metal lath and plaster, wood baseboards, and rooms are accentuated in places with chair railings. Door openings all have classical treatments with a simple entablature and wood surrounds.



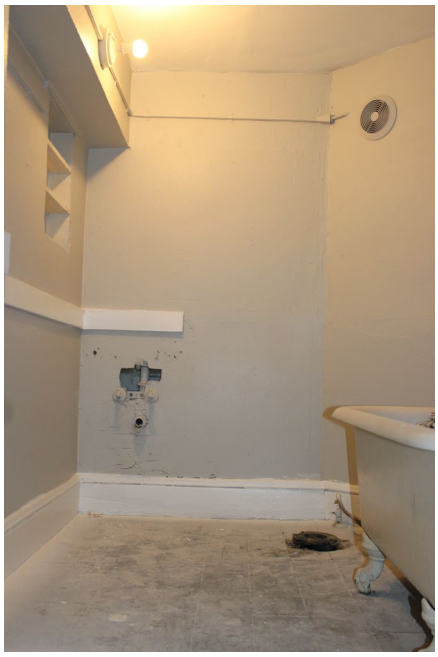
View of 2nd floor apartment looking east in dining room toward hallway.

In each apartment the first room from the hallway is the dining room with a built-in piece of furniture separating the kitchen from the bathroom. This furniture is part of an original disappearing bed sideboard with cupboards, which have glass doors, that originally had a bed below the sideboard portion which was removed years ago. As the building is undergoing renovations currently, the kitchens do not have any original cupboards or appliances as they were replaced/removed decades ago. The kitchen is accessed via an opening where a door had been at floor level with an original dumbwaiter door of various sizes (2 panel or 3 panels) inside. Some kitchens have two dumbwaiter doors. Unlike the kitchen, the bathroom is up three steps (approximately 2 feet) and is accessed via an original three-panel wood/glass door. The bathroom floor is above the height of the no longer extant disappearing bed. The bathrooms have retained their original cast iron claw foot tubs, but everything else in the bathroom has been removed in the



View of kitchen, bathrooms and original built-in sideboard with cupboard.

remodel. The original sinks and toilets were replaced years ago when the apartments were updated. There are small built-in shelves, like a medicine cabinet in each bathroom. There is a very small original wooden five panel door between the bathroom and the 13-foot-long closet in the living room. Within the dining room some apartments have a beadboard closet, which most likely contains the five-panel door which used to be for the kitchen.



Bathroom showing original tub at right and built in shelves at left.

The living room is accessed from the dining room via a large open classical entrance with simple wood boards as pilasters and an entablature. The floor is at normal height, but the 13-foot-long closet at either the north or south end of the living room where each unit is adjoining has a raised floor to accommodate the location of the disappearing bed that was in the living room. This closet is accessed via three steps (approximately 2 feet above the floor) through an original wood five-panel door. When the Briggs Apartments were built, they advertised a closet where clothes can be "aired out" and that still exists today in the apartments on the Wall Street side. These apartments have a much smaller anodized metal one over one windows to allow for air circulation in the closet space.[3] Some apartments on the 1st and 2nd Floors have original built in cupboards with shelves in them.



Door to raised closet in living room.

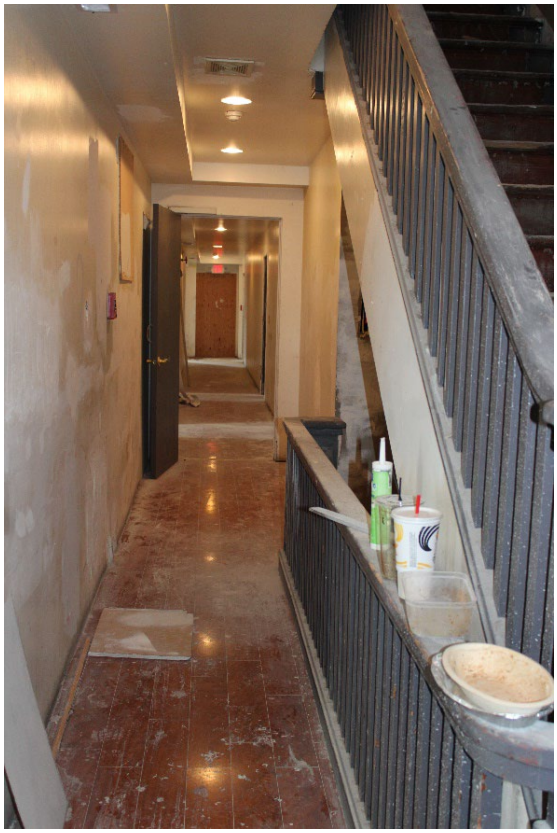
There are between one and two anodized aluminum one over one windows in the living room depending on each individual unit. Each living and dining room has circa 1975 electrical heaters which replaced the original steam radiators years ago. All light fixtures in the apartments are new replacements.

[3] "Briggs' Apartment House to Be Built at Third and Wall", *The Spokesman-Review*, July 11, 1909, 25.



2nd floor apartment looking west at windows in living room.

The Briggs Apartment building has retained its original simple wood staircase, with square balusters, which extend from the basement to the roof of the building. As of November 18, 2025, the flooring within the hallways still had layer upon layers of modern vinyl flooring on floors 2, 3 and 4. The 1st floor has half modern vinyl flooring on the north side with tile on the south side near the entrance and manager's office. The hallways have new sheetrock, recessed can lighting and a fire wall midway between each floor with a metal door. The basement still has asbestos-tile on the floor.



Hallway on 2nd floor looking north with staircase at right.

The boiler room is on the northeast corner and is accessed via an original metal sliding fire door. The room is very deep with a wooden platform and stairs to the bottom. The building in this portion has a large cobblestone foundation below the brick walls with visible large posts and beams. There is also an original metal sliding fire door on the ground floor of the boiler room. This door is for an accessway which goes the length of the building underneath the hallway above. It still has its mining rails in place where coal was brought down from the 3rd Avenue side of the building to the boiler room.



Conceptual drawing of what the apartments would look like when fully built out (Spokesman Review, July 11, 1909)

ORIGINAL APPEARANCE, SUBSEQUENT MODIFICATIONS

An article in *The Spokesman-Review* from 1909 stated that the Briggs Apartments would cost $125,000 and would be the largest apartment building in Spokane when built. It would be 57 ½ feet by 142 feet and six stories tall. It would have two entrances – one on Wall Street and the other on 3rd Avenue. There would be a full basement with two storerooms 25 feet by 60 feet and 90 suites above with three and four rooms each. It would be heated by steam heat. The exterior would be "buff pressed brick with trimmings of artificial stone" with tiled entrances.[4] The interior colors would be light blue tinted walls and ceilings with white wainscoting. Floors would be white maple while finishing in the individual apartments would be slashed grain fir that was stained light oak. The kitchens and baths would be painted delft blue and white enamel. Kitchens were to have a seven-burner gas range and built in cupboards. Both the kitchen and bathrooms would be lit by a light well. A dumb waiter would be in each kitchen where tenants could bring up items from the storage rooms in the basement. Each room would have a 13-foot-long closet with an outside ventilator that would "provide through airing for wearing apparel suspended in the closets and for the bed clothing of the wall beds".[5] There would be an in-house telephone system that would connect with the janitor's room. Finally in each apartment dining room there was to be a built-in buffet. The Briggs Apartments were

[4] "Briggs' Apartment House to Be Built", 25.
[5] "Briggs' Apartment House to Be Built", 25.

built with safety in mind with 18-26-inch-thick walls with metal lath, instead of wood, and waterproof deadening paper between floors. The columns and girders within the building would be made of heavy iron or wood. The boiler room would be sunken while enclosed in brick and cement walls. The building would be built in sections with the first section being 57 ½ feet x 81 feet and four stories in height. This first section would only have 36 rooms and cost about $45,000.[6]



Briggs apartment house at Third and Wall, sold today by the Greene Security company to the Guaranty Loan & Investment company for $150,000. The building was erected four years ago.

Briggs Apartment in 1914 (Spokane Chronicle November 9, 1914, page 1).

[6] "Briggs' Apartment House to Be Built", 25.



Briggs Apartments in 1972 (Sheridan, 1972).

The Briggs Apartments had retained all of its exterior design and appearance until the 1980s when the new owner, Associated Apartments, had to make code adjustments.[7] In 1980 the fire escape was redone with a new staircase to grade from the 2nd floor. A new stair for the 1st floor to the alley was added. Also, during this time two 1st floor, one 2nd floor, and two basement windows on the north elevation were bricked in with concrete blocks. However, these wood windows are still extant having been sealed up behind the concrete blocks.[8] In 1981 a cinder block elevator shaft was installed on the south elevation.[9] This elevator modified the openings for



Briggs Apartments in circa 1990. (Spokane Assessor Record)

[7] Bernice Strouf. 1980. *Warranty Deed for Lot 6, Block 33, Railroad Addition to Spokane Falls now Spokane, Washington.* Deed Book 895, page 1122. Spokane: Spokane County.
[8] L. Phillips, personal communication November 18, 2025.
[9] City of Spokane Building Permit, S. 225 Wall Street, June 26, 1981.

the existing door/window arrangement for the elevator doors for each floor. During this time the exterior of the Briggs Apartment was painted white with gray detailing in the window openings, header, and sill covering over its natural buff brick color. By circa 1996, the tar paper roof was replaced with a geo-membrane roof and the large skylight over the staircase was removed and the light wells for the kitchens and bathrooms closed off. In circa 2000, 92 of the original wood windows were replaced with adonized aluminum windows, but they have retained the same fenestration and design of originals.

The interior has experienced more changes than the exterior. Those changes have occurred in the hallways and rooms. When viewing the historic interior photograph in the *Spokesman Review* from 1909 it appears that the current apartments do not match any of the original arrangements show in the article. The current entrance of apartment doors is different and access to the bathroom and kitchens on either side of the sideboard is not what was shown in 1909. Although, this photograph could have been of just one different apartment. The listings of the Briggs Apartments in 1945 and 1959 show that there were two apartments which may have been half the size with the numbers 12 ½ and 22 ½ for their apartment numbers.[10]


Disappearing Beds in "The Briggs"

at the present minute, is indisputably the best-loved goddess in the northwestern Pantheon, and the first priests and ministrants in her temple have become rich as if by magic within the space of a few little years, while yet stories of this incredible fruit production and its profits are hailed by the rest of the world as mere boomers' fiction. The fact that these tales are true can not relieve their utter absurdity. As a matter of fact, being true makes them the more absurd.

Not a Fairy Tale.

To say that an Oregon apple grower sold a good share of his "winter bananas" last year at $8 a box of 48 apples, and this year for even a little more than that, sounds simply like a bald lie, but he declares it isn't. What can be more ridiculous and unbelievable than that hard-headed and close-fisted Scots in Glasgow and Aberdeen pay 20 or 30 shillings a box for New-

and the requirements of locations vary to a large extent, there are a few principles which can be applied in most cases.

It matters not whether a lot is 50 feet wide or 100 feet wide, a better plan can be obtained and more value and enjoyment realized out of its situation through placing the broad side of the house to the front than placing the narrow side of the house at the front and extending it back a considerable distance to obtain the required amount of room. Most lots are between 50 and 65 feet wide. In a lot under 65 feet wide it matters not whether the house is 30 feet on the front or 42 feet wide. In either case the space left on each side of the house can be used for little more than a passageway from the front to the rear. To plan the broad side of the house to the front makes the house shallow from front to rear and by setting it well back on the lot you will thereby obtain a good-sized

Drawing showing late feature of convenience to be installed in the Briggs $160,000 apartment on Third and Wall street.

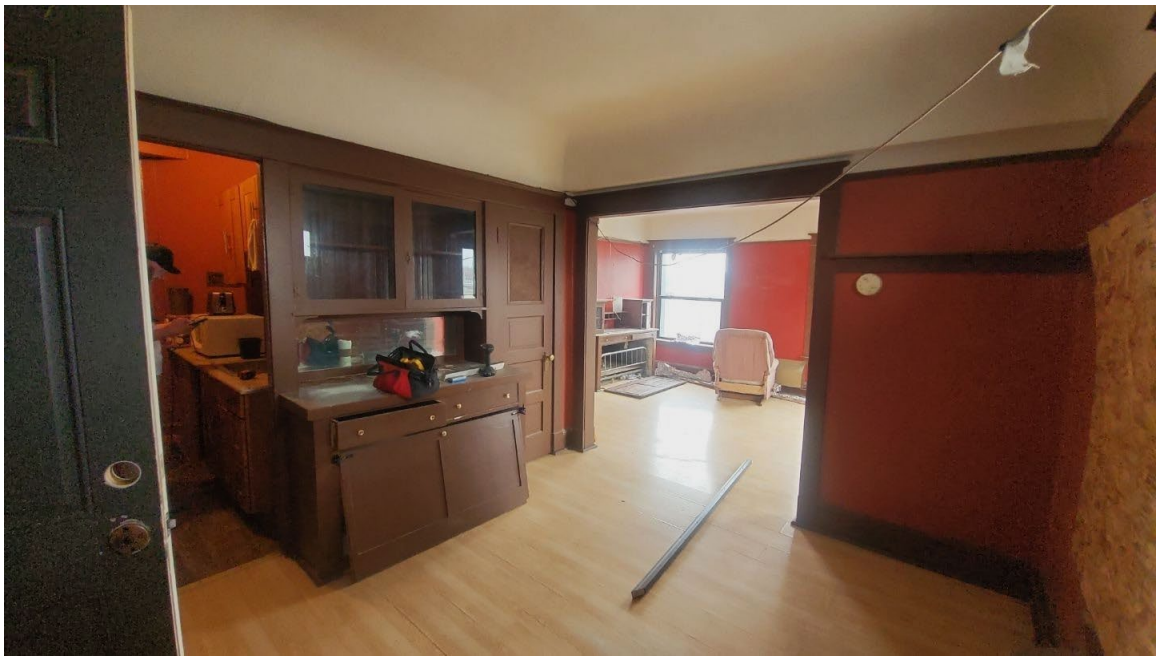
Briggs Apartment interior in 1909 showing the living room with its disappearing bed in sideboard (Spokesman Review December 26, 1909, page 26).


View of 2nd floor apartment looking east in dining room toward hallway. Digital photograph by LeeRoy Phillips on January 20, 2025.

[10] R.L. Polk & Co., Inc. 1949. *Spokane City Directory.* Los Angeles, California, R.L. Polk & Co., Inc., 1237-1238; Polk, 1959, 392.



Briggs Apartments room No. 403 living room showing disappearing bed on right intact with dining room, kitchen and bathroom at left.. Digital photograph by Ian McKibben July 29, 2024.



Briggs Apartments room No. 403 looking from dining room to living room. View shows disappearing beds furniture fixtures (sideboard in dining room & living room). Digital photograph by Ian McKibben July 29, 2024.

Based on the current cove ceilings there was a remodel of the apartments with the past 90 years as the original coffered ceilings are no longer there. Originally the kitchens and bathrooms were lit by light wells until circa 1980.[11] By the circa 1980s, the disappearing beds in the apartments between the bathroom and kitchen were removed and partially covered over, but the built-in sideboard with cabinet above was retained. There is one apartment which lost its built-in sideboard with cupboard completely and it was replaced with beadboard shelving. Also, during this time, the original front door was replaced with a solid metal door, along with the fire escape doors and all of the interior apartment doors. A metal fire door was also added in each hallway. The maple has been covered over with tile or vinyl flooring multiple times flooring over the past 40 years has been covered over with tile or vinyl flooring multiple times. In circa 1950, asbestos tile was added to the basement for further fireproofing. In circa 2023, more remodeling occurred on the interior for the manger's apartment/office, hallways, stairwell to the roof (which was closed off) and one of the storage rooms in the basement that was partially remodeled into an apartment but unfinished. In 2024, the remaining writing desks with disappearing beds in the living rooms were removed and the openings were covered over, although the sideboards with cupboards were retained.



Detail of a disappearing bed in a living room showing bedframe. Digital photograph by LeeRoy Philips October 15, 2024.



Living room where the disappearing bed was located (see missing baseboard. Digital photograph by Megan Duvall November 18, 2025.

[11] F. Dale Taylor, Letter to Inland Reality Company, July 18, 1980. City of Spokane Building Permits. The Sanborn maps only show two light wells on the east so it's unknown if they could light all sides of the building or if only two were built and the rest of the kitchens and bathrooms were lit by electricity instead.

CURRENT APPEARANCE & CONDITION

In 2024, the Briggs Apartments were sold to the current owner, M5x2. Today the building is in good to excellent condition. The new owner has spent much time cleaning up the apartments of prior tenant's personal items after the City of Spokane forced closure of the building for safety concerns in 2023.[12]The new owner is trying to retain as much of the original components in the interior as possible, such as the original staircase, while renovating the building to bring it up to code. Portions of the interior, such as the hallways, which were left unfinished by the prior owners are being completed. Apartments have been repainted, including the built-in fixtures. New heating equipment will be installed in the boiler room as the current modern system is not functioning. New reproduction, historically appropriate five panel fire resistant doors will be installed in each apartment's entrance along with new appliances in the kitchen and bathroom. Extant sideboards will have their missing drawers or glass in cupboard doors replaced in kind. Most of the flooring, which is covered in layers of vinyl plank, will be restored if possible or covered over with modern materials, except for the asbestos tile in the basement which will remain (and be encapsulated). There are a few broken bricks in the cornice which will be replaced. [13] Many of the basement and other windows are covered with chipboard for protection due to being broken. The glass will be fixed when the building interior is done.

[12] Nathan Hyun, "Back in the same situation – Former Wall Street Apartments tenant continues housing search after sudden closure", https://www.krem.com/article/news/local/wall-street-apartment-closed-spokane-tenants-housing/293-be32b396-1eba-4e5b-b96b-8b2f4e1cc40b. Accessed on January 26, 2026.
[13] L. Phillips, personal communication November 18, 2025.

SUMMARY STATEMENT

The Briggs Apartments meets the Spokane Register Category A & C. It is eligible under Category A for its association with the need for housing and the building boom for apartments in the Central Business District of Spokane from 1900-1910. Spokane experienced its greatest period of growth during this time with a tremendous need for housing the massive number of new residents of the city, including a single person, couples, and families.[14]

The Briggs Apartments meets Category C for its design by J.C. Poetz and its unfinished state, which tells the story of the apartment boom in Spokane. Exterior details show how it was to be a much bigger building from the start. These details are located above the cornice on the west, north and at the top of the east and south elevations, along with the keys in the south elevation and the simple side entrance on Wall Street. The Briggs Apartments was the first building in Spokane with a smokeless furnace and disappearing beds. While the current building does not have a majority of its original wood windows. The Single Room Occupancy (SRO) National Register nomination states that wood window replacement, if they are replaced with metal in the same design, does not impact the historic integrity of a building, and that is what has happened to the Briggs Apartments.

The Briggs Apartments building has retained its location, design, setting, association, feeling and still retains a majority of its materials and workmanship on the exterior and portions of the interior, such as the stairs in the hallway, along with sideboards and original wood doors in the apartment interiors that are extant.

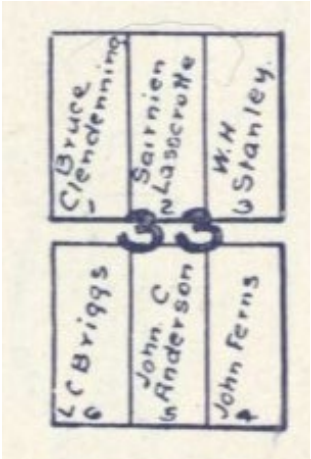
HISTORIC CONTEXT

The Briggs Apartments are located within Spokane's Central Business District (CBD). The CBD was rebuilt after the disastrous fire of August 4, 1889, with more fire-proof buildings, with over 500 alone in 1890. This pace slowed down with the financial panic of 1893. The re-building and expansion of the city languished for the next several years, until 1900 when an enormous immigration boom started. Each year during the next decade more and more buildings were built in the CBD. For example, there were 675 building permits in 1900, and by 1908, there were almost 3,000 permits issued for construction in Spokane. From 1900-1910, Spokane's population increased from 36,848 to 104,402 with a large percentage being single men (Holstine, 1993, E 4). Spokane, as the largest city in Eastern Washington, was the hub of the Inland Empire and was affected enormously by this immigration boom. As stated in the SRO National Register Nomination, "Spokane was affected because:

[14] Craig Holstine, 1993, Single Room Occupancy Hotels in the Central Business District of Spokane, Washington, 1900-1910. National Register of Historic Places Nomination. Spokane City/County Office of Historic Preservation, E 14 & F 19.

1. [P]roximity to industries in rapid expansion, such as mining, lumbering, and agriculture
2. [P]roximity to extensive tracts of unsettled lands suitable for homesteading
3. [D]evelopment of manufacturing, brokering, and commercial activities within the city
4. [T]he number of rail lines, both local and transcontinental, serving the city facilitated movement of freight and passengers in and out of the area."[15]

The first wave of buildings to address these new immigrants were boarding houses, lodging houses, hotels and single room occupant apartments. Between 1907-1910, construction soared in Spokane with a plethora of multi-story single room and multiple-unit facilities appearing on virtually every block of the CBD. SRO hotels were typically clad in red or buff bricks with sparse architectural detailing and double hung wood sash windows for the rooms.[16] In the later 1900s, more apartment buildings were being built in the CBD with more privacy for the growing working class. In 1909, there were 25 "flats" under construction in Spokane and at least two "family hotels" being built in the CBD, some of which were single room apartments "with running water and closets in every room".[17] The Briggs Apartments were one of those new multi-room apartments and even called the "Fine Flats on Third".[18] By 1910, there were 97 apartments listed in R.L. Polk's Spokane City Directory, which was a dramatic increase from only 19 listed in 1905.[19]



1908 Union Trust Company Map showing Block 33

Prior to the Briggs Apartments, Block 33, Lot 6, was from a Spokane Sheriff Sale on May 7, 1896 by Hugh M. Stanfield.[20] On December 7, 1897, this lot was sold again by Hugh M. & Hannah S. Stanfield to William C. Rogers.[21] Rogers kept the lot for a few more years, but sold it back to Hannah S. Stanfield and Geroge Diefenthaler on March 2, 1900.[22] Then, on March 19, 1906, Leontine Briggs bought this lot from Diefenthaler and then purchased the quick claim deed Hannah S. Stanfield had in it on May 20, 1906.[23] In 1909 Leontine's husband Robert announced

[15] Holstine, E 5.
[16] Holstine, F 17.
[17] Holstine, E 5 & E 15.
[18] "Fine Flats on Third", *The Spokesman-Review*, June 6, 1909, 10.
[19] Holstine, E 11 & E 15.
[20] Spokane County Sherrif. 1896. *Contract for Sale for Lot 6, Block 33, Railroad Addition to Spokane Falls now Spokane, Washington.* Deed Book 67 page 245. Spokane: Spokane County.
[21] H.M. Standfield. 1897. *Warranty Deed No. 18698 for Lot 6, Block 33, Railroad Addition to Spokane Falls now Spokane, Washington.* Deed Book 86 page 298. Spokane: Spokane County.
[22] William C. Rogers. 1900. *Contract for Sale for Lot 6, Block 33, Railroad Addition to Spokane Falls now Spokane, Washington.* Deed Book 104 page 263. Spokane: Spokane County.
[23] George T. Diefenthaler. 1906. *Warranty Deed No. 139227 for Lot 6, Block 33, Railroad Addition.* Deed Book 166 page 463. Spokane: Spokane County; Hannah S. Standfield. 1906. *Quick Claim Deed No. 139356 for Lot 6, Block 33, Railroad Addition to Spokane Falls now Spokane, Washington.* Deed Book 166 page 473. Spokane: Spokane County.

he was going to build the Briggs Apartments. Robert Briggs hired J.C. Poetz in the spring of 1909 to design a large apartment building to be built in phases on this lot. The first phase of the building would cost $45,000, with the additional phases costing another $80,000. Through the Fred B. Grinnell Company Leontine secured financing of $45,000 at 6 percent interest for five years from Fidelity Mutual Life Insurance Company.[24] It was to have 36 three and four-room apartments with buffet kitchens and wall beds, hardwood floors (maple or oak) and finished with fir.[25]



THE SPOKESMAN-REVIEW, SPOKANE, WASH.

Briggs Apartment House Sold for $125,000

J. W. Greene, realty dealer, yesterday purchased from B. L. Thomas for $125,000 the Briggs apartments, at S225 Wall street, near Third avenue. In the same transaction Mr. Greene also acquired a half interest in the Monroe building for $75,000. Mr. Greene built the Monroe building three years ago, but sold it to Mr. Thomas about two years ago. The Briggs is a four-story brick apartment on a lot 60 feet by 9[illegible] feet. It has 35 three-room apartments all leased. The building was erected in 1909 and purchased by Mr. Thomas in June, 1910.

Briggs Apartment in 1909 (Spokesman Review, December 14, 1913).

Construction of the Briggs Apartments began in the summer of 1909. Originally it was forecasted to be completed by October 1, 1909, but construction took longer.[26] The date of opening was to be in January 1910, but apartment rental was advertised as early as

[24] "Six Per Cent Loan on Third, *The Spokesman-Review*, August 29, 1909, 16.
[25] "It's to Adorn Third Avenue", *Spokane Chronicle*, June 4, 1909,1; "Fine Flats", 10.
[26] "Briggs' Apartment House to Be Built", 25.

December 17, 1909.[27] The apartments were advertised as a "3-room suite with all the advantages of five rooms; 2 disappearing beds, not wall beds, built-in sideboard and writing desk, gas range, vacuum cleaning service, dumb waiter service, hardwood floors, steam heat, hot and cold water and other modern features".[28] Apartments cost $25 per month.[29] In 1914, the income from the 36 apartments totaled "about $15,000 per year rent".[30] While not mentioned in this rental advertisement, the Briggs Apartments were heated by a Herbert smokeless boiler. This boiler, the first of its kind in Spokane, was invented by M.E. Herbert of the Herbert Boiler Company of Chicago, Illinois.[31]



Disappearing Bed Is Being Made Now in One Spokane Shop

When not in use this bed disappears into the nearest wall.

C. R. Briggs, proprietor of the new Briggs apartments, has obtained the agency for the Holmes disappearing bed, until now manufactured only in Los Angeles and Seattle. They are now being turned out here by 10 men employed by Mr. Briggs. The beds are not only being installed in apartment houses, but in cottages and bungalows as well. Several of Spokane's newest family hotels and apartments, among them F. B. Simonton's new building on the corner of Third avenue and Adams street, and the Briggs apartments, have installed them.

When not in use the bed rolls back into the wall and the head becomes a part of some piece of furniture, usually a part of a writing desk or sideboard. One of the things admired at the pure food show here, and one of the most advantageous thing about it is that, unlike the wall bed, it may be readily moved around the room with ease. In the daytime the bed occupies a galvanized-iron ventilating chamber, through which a draft of fresh air is constantly passing. It is claimed that in a three-room house where this style of bed is used there is more living space than in the regular five-room dwelling, and that the cost of construction is materially reduced.

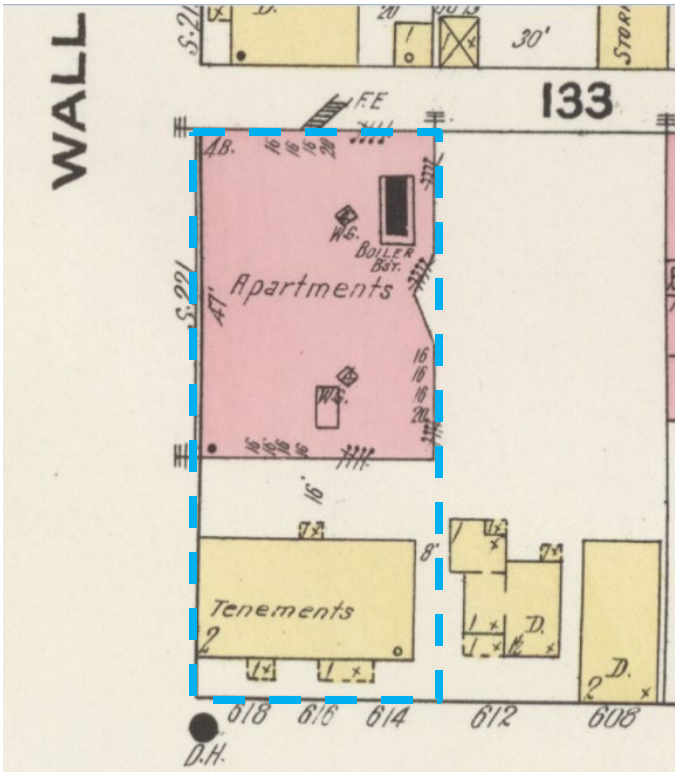
The Evening Chronicle May 30, 1910, page 23.

The first manager of the Briggs Apartments was Clarence Robert Briggs, the son of Robert and Leontine. Clarence was a teacher and the head of the department of history and economics at South Central High School in Spokane. He had taught for four years when he resigned his position on January 10, 1910, to assume his new role as full time manager of the Briggs Apartments. He also became the Inland Empire agent for the Holmes disappearing bed company which started making beds in Spokane. Up until this time, these beds were made in Seattle or Los Angeles, so now Clarence was in charge of 10 men making these beds in Spokane which were installed in the Briggs Apartments, and also F.B. Simonton's new building at 3rd and Adams Street.[32] When the Briggs Apartments were sold to a new owner in the summer of 1910. Clarence and his parents moved to Seattle.[33]

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[27] "Notices – Bankruptcy" *Spokane Chronicle*, December 17, 1909, 34.
[28] "For Rent – Apartments", *The Spokesman-Review*, December 29, 1909, 15.
[29] "To Rent – Apartments and Flats – Continued", *Spokane Chronicle*, April 23, 1910, 22.
[30] "$165,000 Takes Briggs Apartments", *The Spokesman-Review*, March 14, 1914, 13.
[31] "Eats Smoke, Burns Ashes", *The Spokesman-Review*, November 27, 1909, 8; "Herbert Believes in Future Spokane", *The Spokesman-Review*, November 24, 1909, 3; "Burns the Smoke Quick Steamer Fuel Saver", *Spokane Chronicle*, December 7, 1909.
[32] "History Instructor Resigns", *The Spokesman-Review*, January 11, 1910, 8; "Disappearing Bed Is Being Made Now in One Spokane Shop", *Spokane Chronicle*, May 30, 1910, 23.
[33] "Moved to Reno County", *The Hutchinson News*, April 4, 1916.

On July 21, 1910 the Briggs Apartments were sold to Samuel L. Thomas for $154,000.[34] Although the deal was not solely in cash, as only $35,000 of it was, while the remaining was 2,640 acres of land in Michigan Prairie near Hatton.[35] Selling CBD buildings for land within the Inland Empire instead of for cash was a common occurrence during this time in Spokane.[36] Thomas was a farmer who was buying and selling land as early as 1900 in Ritzville, and by 1903, had a farm near Hatton.[37] Thomas also assumed the $35,000 mortgage from the Briggs, that in 1909 was a five-year building loan at 6 percent from the Fidelity Mutual Life Insurance Company.[38] This property also came with a two-story frame building on Lot 6 (the northeast corner of Wall and 3rd Avenue), but it was not the planned brick addition to the south or the additional floors above the existing building per the original plan. It was a wooden two-story tenement with nine apartments on the corner of 3rd and South Wall Street which was there when the Briggs Apartments were being built.[39] In 1898, it was owned by the Prescott Brothers.[40] Its name then is unclear, but after the Briggs Apartments were built it became known and the Briggs Annex Apartments.[41] This wooden tenement would stay until 1933 when it was demolished and by 1940 there was a used car lot in its



1910 Sanborn Fire Insurance Map showing Lot 6 in light blue.

[34] Leontine Briggs. 1910. *Warranty Deed No. 289184 for Lot 6, Block 33, Railroad Addition to Spokane Falls now Spokane, Washington.* Deed Book 264 page 600. Spokane: Spokane County.
[35] "Quarter Million Deal is Closed", *The Spokesman-Review*, July 17, 1910, 9.
[36] Craig Holstine, 1993, Single Room Occupancy Hotels in the Central Business District of Spokane, Washington, 1900-1910. National Register of Historic Places Nomination. Spokane City/County Office of Historic Preservation, E 14.
[37] "Ritzville Notes", *The Spokesman-Review*, May 20, 1900, 15; "Settled By Best Kind Of People", *The Spokesman-Review*, November 22, 1903, 9.
[38] Leontine Briggs; "Six Per Cent Loan On Third', *The Spokesman-Review*, August 28, 1909, 16.
[39] "Quarter Million", 9; Sanborn Fire Insurance Company. 1910, 300. *Spokane Washington.* (Accessed on October 19, 2025) https://www.loc.gov/collections/sanborn-maps; "Briggs' Apartment House to Be Built", 25.
[40] City of Spokane, South 225 Wall Street - Side Sewer Permit, April 22, 1898.
[41] Polk, 1929, 1035. From 1918-1922 the Briggs Annex Apartments are advertised for rent in the *Spokesman-Review*. In 1933 there is no listing of the Briggs Annex Apartments at that location.

place with an office/garage on the east side.[42]



View North Along Center of Wall Street, 1940. Note used car lot where tenement was on corner of 3rd Ave and S. Wall Street south of Briggs Apartments Libby Photography Studio, Northwest Museum of Arts and Culture. Photo #L87-1.17667-40.

On Saturday December 13, 1913, Thomas sold the Briggs Apartments to J.W. Greene for $125,000.[43] Greene sold the apartments on November 9, 1914, to Guaranty Loan & Investment Company for $150,000.[44] Guaranty Loan & Investment Company sold the apartments to James Strouf on April 6, 1917 and Farmers & Mechanics Bank sells their interest on April 14, 1917.[45] James Strouf was a farmer and orchardist in Stratford.[46] It

[42] "Gets Elsbree Apartments", *The Spokesman-Review*, March 6, 1932, 23; "View North Along Center of Wall Street, 1940". Photograph No. L87-1.17667-40 from the Northwest Museum of Arts and Culture, Spokane, Washington.
[43] "Briggs Apartment House Sold for $125,000", *The Spokesman-Review*, December 14, 1913, 5.
[44] "Briggs Apartments Sold For $150,000", *Spokane Chronicle*, November 9, 1914, 18.
[45] Guaranty Loan & Investment Company. 1917. *Warranty Deed for Lot 6, Block 33, Railroad Addition to Spokane, Washington.* Deed Book 353 page 66. Spokane: Spokane County; Farmers & Mechanics Bank. 1917. *Quick Claim Deed for Lot 6, Block 33, Railroad Addition to Spokane Falls now Spokane.* Deed Book 351 page 108. Spokane: Spokane County.
[46] "James Strouf Buys 330 Acres, 1916, *The Spokesman-Review*, May 14, 1916, 43"; "Own Cost $365; W.W.P. Levy $700", *The Spokesman-Review*, May 24, 1933, 10.

appears that James and Pauline Strouf at times lived in the Briggs Apartments, such as when their son died in 1919, but their primary residence was Stratford.[47] In the 1930s James Strouf was operating the 500 Stratford Orchard Company in Stratford.[48]
James and Pauline Strouf owned the Briggs Apartments for 20 years and then transferred ownership to their daughter, Bernice, on January 6, 1937.[49] In 1930, James Strouf turned over management of the apartments to Rogers & Rogers which continued over the decades.[50] Bernice Strouf, unlike her parents, as the owner never lives there. Rogers & Rogers continues management of the property into the 1960s.[51] Bernice owns the Briggs Apartments for over 43 years until finally selling it in 1980 to Associated Apartments, Michael McDowell and Christoper Sawyer.[52]

The first few years of the Briggs Apartments the owner or owner's son (Clarence Briggs) were the caretaker and manager. But starting in 1914 the subsequent owners did not live permanently in the apartments. In 1930, Rogers & Rogers take over the management of the Briggs Apartments for James Srouf.[53] With this change managers are listed in Spokane City Directories and many live in apartment Number 9. Managers were Mrs. Janet Nehring (1930), Merlyn S. Fort (1931-1932; 1934-1943), Mrs. Vina J. Sandberg (1945-1946), Josiah W. True (1947-1953), Harry O. Wagner (1954), and Austin H. Lockhart (1955-1961) during the Briggs Apartments period of significance.[54]
As with any apartment, there were residents who stayed for long periods of time and those who were in and out within a few months or year. In the Spokane Polk Directories, of 1936, 1945, and 1959 there is a list of the tenants at the Briggs Apartments. In 1950, the U.S. Census recorded those who were living at 225 South Wall, and we get a glimpse in the tenants, ethnicity, and occupation. Forty years after the Briggs Apartments were built, they were still housing people from not just Washington State, but all across the United States such as Iowa, Kansas, Wyoming, Nebraska, California, Indiana, Idaho, Wisconsin, North Dakota, Missouri, Minnesota, Illinois, and Montana. There were also people who were from abroad, like Norway. The jobs of those living at the Briggs Apartments were varied and included painters, hotel clerk, dressmaker, bookkeeper, waitress, long distance phone operator, candy maker, saleswoman, estimator, presser, secretary, mail order clerk, and auto mechanic.[55] Since the Briggs Apartments were in the

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[47] "James Strouf Buys", 43; "Own Cost", 10; "Deaths - Strouf", *The Spokesman-Review*, March 6, 1919, 7.
[48] "Own Cost", 10.
[49] James & Pauline Strouf. 1937. *Quick Claim Deed for Lot 6, Block 33, Railroad Addition to Spokane Falls (now Spokane), Washington.* Deed Book 472 page 35. Spokane: Spokane County.
[50] "Gets Elsbree", 23.
[51] City of Spokane Building Permit, Repair & replace front step South 225 Wall Street, April 11, 1969.
[52] "Deaths – Mrs. Strouf", *The Spokesman-Review*, January 30, 1969, 7; Strouf, 1980, Deed Book 895, page 1122. City of Spokane, Building Division – repair & replace front step, April 11, 1969.
[53] "Apartments Well Filled", *The Spokesman-Review*, March 2, 1930,7.
[54] Polk, 1930, 136; Polk, 1931, 86; Polk, 1932, 84; Polk, 1933, 84; Polk, 1934, 103; Polk, 1935, 106; Polk, 1936, 110; Polk, 1937, 115; Polk, 1938, 100; Polk, 1939, 96; Polk, 1940, 96; Polk 1941, 97; Polk, 1942, 95; Polk, 1943, 96; Polk, 1945-1946, 114; Polk, 1947, 132; Polk, 1949, 136; Polk, 1950, 134; Polk, 1952-1953, 134, Polk, 1954, 114; Polk, 1955, 111; Polk, 1956, 97; Polk, 1957, 65; Polk, 1958, 87; Polk, 1959, 88; Polk, 1960, 94; Polk, 1961, 92.
[55] U.S. Department of Commerce – Bureau of the Census, "1950 Census of Population and Housing", E.D. No. 41-159, Briggs Apartments, Washington, D.C.: U.S. Census Bureau, 7 & 8.

CBD many of those who lived there did so because of the proximity to their job. Such was the case of Ernest A. Sandberg and his wife Vina J. Sandberg. Mr. Sandberg was an auto mechanic at Buchanan Chevrolet which was directly across the street from the Briggs Apartments. The Sandbergs lived there from 1945-1949 and Vina was apartment manager for two years during their stay.[56] Some even had businesses within the Briggs, such as in 1959 the Walters sisters lived in different apartments (Number 25 & Number 36), but Martha Walters also rented apartment Number 5 for a beauty shop.[57]

STATEMENT OF SIGNIFICANCE

The Briggs Apartments is significant for its association (Category A) with the need for housing and the building boom for apartments in the CBD of Spokane from 1900-1910. Spokane experienced its greatest period of growth during this time from a population of 36,848 to 104,402, with a great need to house the massive number of new residents, including single persons, couples, and families. By 1909, there was a shift into larger multi-room apartments in Spokane, such as the Briggs Apartments, for families. Its unfinished architectural state also represents the drop off in growth and housing demand starting in 1911. The Briggs Apartments were planned for as a much larger building, but the additional floors were never built.[58]

The Briggs Apartments meets Category C for its design by J.C. Poetz and its unfinished condition which tells the story of the apartment boom in Spokane (1900-1910) from the exterior details of how it was to be a much bigger building from the start. These details are located above the cornice on the west, north and at the top of the east and south elevations along with the keys in the south elevation and the simple side entrance on Wall Street. The Briggs Apartments was the first building in Spokane with a smokeless furnace and disappearing beds. While the current building does not have all of its original wood windows, the SRO National Register nomination states that wood window replacement, if they are replaced with metal in the same design, does not impact the historic integrity of a building. This is the case at the Briggs Apartments.

The Briggs Apartments building has retained its location, design, setting, association, feeling and still retains a majority of its materials and workmanship on the exterior and portions of the interior, such as the stairs in the hallway, along with sideboards and original wood doors in the apartment interiors that are still extant.

The Briggs Apartments period of significance would be from 1909-1960. This time period covers the years of its most importance to Spokane in its design, function and use for housing before and after the two world wars and when most of the major changes occurred to the interior, such as the remodel of the apartments coffered ceilings to cove ceilings (unknown date, however, likely prior to 1950) and removal of the smokeless boiler which would be by 1960 or before when it was worn out.

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[56] Polk, 1945, 832; Polk, 1947, 938; Polk, 1949, 942.
[57] Polk, 1959, 392.
[58] Holstine, E 4, E 14-15 & F 19.

Architect: J.C. Poetz designed the Briggs Apartments in 1909.[59] Poetz was born in St. Paul, Minnesota on June 23, 1859, learned his trade in the construction of buildings in Minneapolis and St. Paul starting at 18 years old. In 1880, he began training under H. Sackville Trehern in Saint Paul, and then in 1884, he started his own architectural practice in Minneapolis. Ater 1886, he left Minnesota for Los Angeles, California. In 1888, Poetz moved to Spokane and formed a partnership with Kirkland Cutter where they designed multiple buildings in Spokane, such as the Exchange National Bank, Rookery Building, and the gold medal award winning Idaho Building at the Chicago World's Fair in 1893. Poetz & Cutter were in partnership until 1894 when they split. Poetz continued to do solo work in architecture in residential and commercial buildings until the early 1920s and was also involved in a plumbing venture with a patent for an automatic faucet in 1902, and the McCaffrey Plumbing Company in the 1920s.[60] Some of the residences Poetz designed in partnership or on his own in Spokane were the J. M. Moore house, F. Lewis Clark house and the J.N. Glover Mansion.[61] Beside the Briggs Apartments, Poetz also designed apple packing warehouses: C.W. Wilmeroth Fruit Warehouse (1914) in Wenatchee, North Pacific Fruit Distributors Warehouse (1914) in Olds Station and Cashmere Fruitgrowers Union Warehouse (1915) in Cashmere.[62] In 1920, Poetz was architect for the Idaho Gold and Ruby Company in Lenia, Idaho where there was a large company town. Later Poetz returned to Spokane, where he lived at 2351 North Jefferson, and died on August 8, 1929, of secondary anemia brought on by a gastric ulcer, at Sacred Heart Hospital.[63]

Owner/Builder: Research has not indicated who specifically built the Briggs Apartments. However, it was built for Robert Briggs (1839-1916) as he did not build it all on his own. Robert Briggs was a Civil War veteran. Briggs served in the Union Army in various battles from 1861-1865, including being taken prisoner twice: once when he was shot in the leg by Confederate forces in Lexington, Missouri in 1861, and at the Battle of Harpers Ferry in 1862. Both times Briggs was paroled and returned to battle throughout the war, as a scout in Kentucky, and eventually became a part of General Burnside's 23rd Army Corps that joined Sherman's march to Atlanta and the sea. By the end of the war, he was promoted to first lieutenant at Greensboro, North Carolina.[64] After the war was over, Briggs moved to Algona, Iowa. In 1876, he married Leontine C. Cotton and over the next few years they moved to various towns in Kansas: Hutchinson in 1877,

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[59] "Briggs' Apartment House to Be Built", 25.
[60] "Bury Pioneer Architect", *The Spokesman-Review*, August 10, 1929, 6; Pacific Coast Architecture Database, *John C. Poetz, Jr.* (Architect) (Accessed on December 31, 2025) https://pcad.lib.washington.edu/person/2232/; "Representative Men – Spokane Falls – 1890, Biography Poetz, J.C." On file at the Northwest Museum or Arts and Culture, Spokane, Washington; U.S. Patent Office. 1902. "Faucet Patent No. 697881", Washington, D.C.: U.S. Patent Office.
[61] "Death Claims John C. Poetz", *Spokane Chronicle*, August 9, 1929, 13.
[62] "Distributors Plan Building", *The Spokesman-Review*, June 25, 1914, 10; "Warehouse to Cost $18,000", *The Spokesman-Review*, June 26, 1915, 8.
[63] "Death Claims", 13; Pacific Coast Architecture Database, *John C. Poetz;* M. Duvall, Personal Communication, January 14, 2026.
[64] "Spokane's War Veterans", *The Spokesman-Review*, September 30, 1911, 4.

and Partridge in 1883, where he was a farmer. Then in 1888, they moved to Aurora, Missouri, returning to Hutchinson in 1893. They had two sons, Clarence and Henry. In 1905, Robert and Leontine moved to Spokane to be closer to their son Clarence. After selling the Briggs Apartments, Briggs moved to Seattle in 1910 and was visiting family in Carthage, Missouri when he died of pneumonia in 1916. [65]

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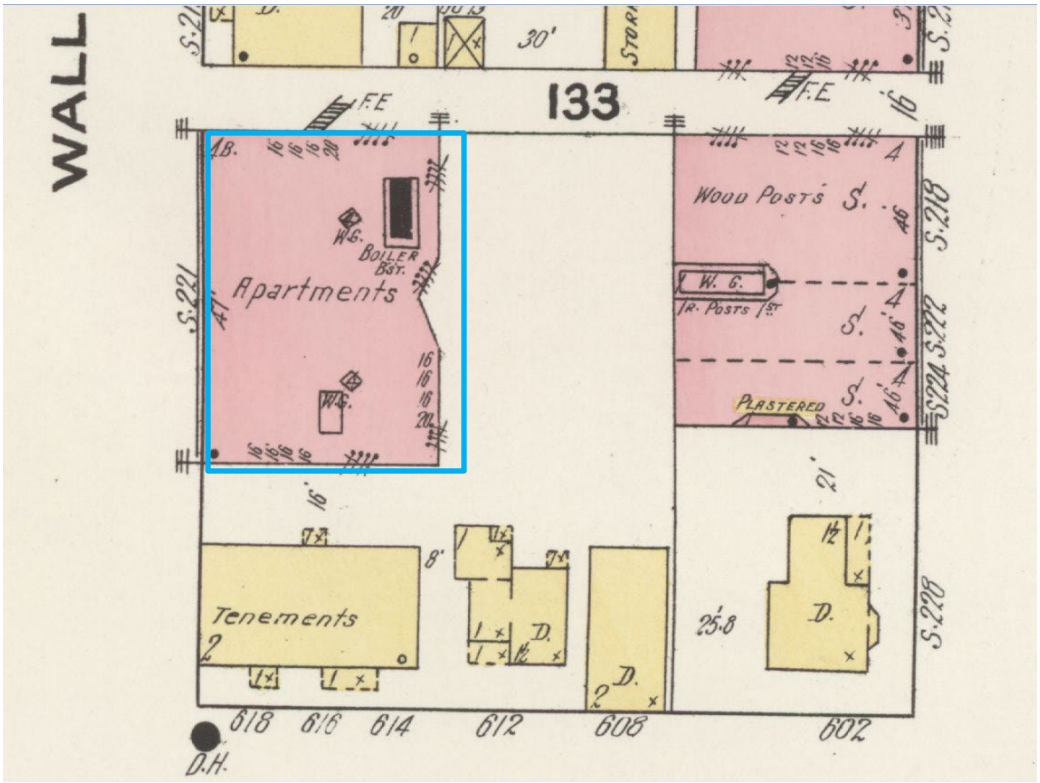
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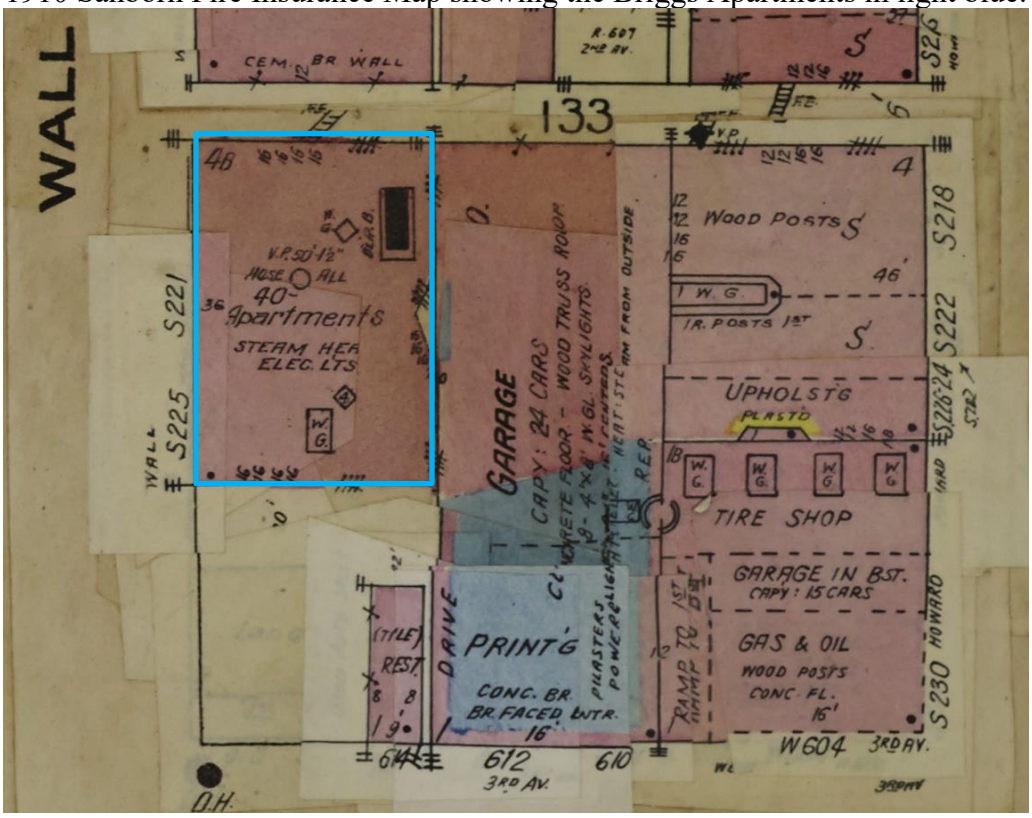
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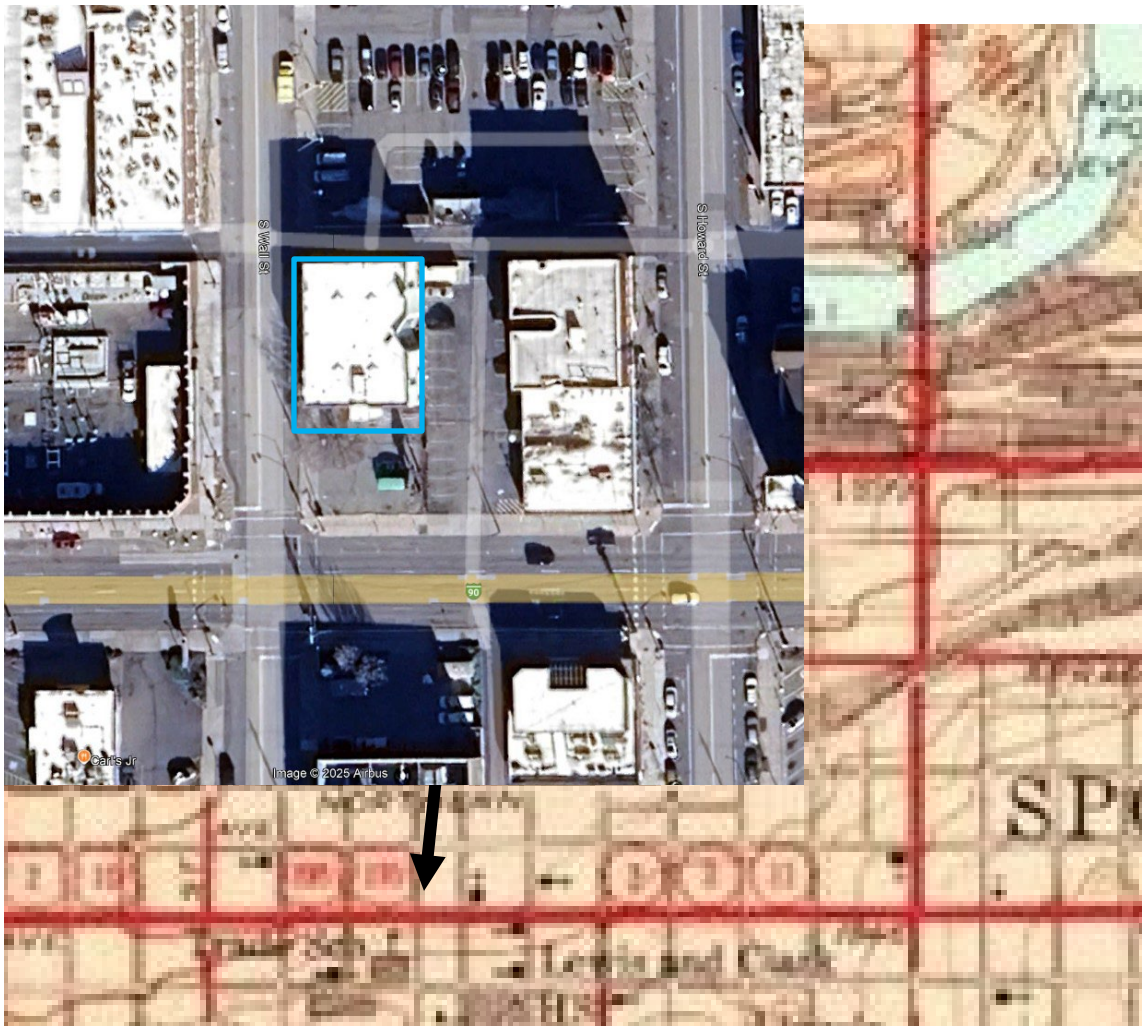
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1910 Sanborn Fire Insurance Map showing the Briggs Apartments in light blue.



1950 Sanborn Fire Insurance Map showing the Briggs Apartments in light blue.



Aerial View of 225 South Wall Street (in light blue rectangle) on March 5, 2025, from Google Earth showing location of Briggs Apartments on Spokane USGS Quadrangle Map.

All Briggs Apartments digital photographs taken by Kelsey Doncaster on November 18, 2025, unless noted.

1. Oblique view of west (front) and south elevations, looking northeast.
2. South elevation looking north.
3. Oblique view of south and east (rear) elevations, looking northwest.
4. Oblique view of north and east (rear) elevations, looking southwest.
5. Detail of V notch on east (rear) elevation.
6. North elevation looking south.
7. Oblique view of north and west (front) elevations, looking southeast.
8. Detail of entrance at 225 South Wall Street.
9. Detail of keys on south elevation on the west side.
10. Looking northeast at oblique view from 3rd Ave intersection.
11. Looking west at entrance from the interior. Digital photograph by LeeRoy Phillips on June 25, 2024.
12. Original stairs on 1st floor looking northeast and hallway. Digital photograph by LeeRoy Phillips on November 22, 2024.
13. View of 2nd floor apartment looking toward hallway. Digital photograph by LeeRoy Phillips on January 20, 2025.
14. View of another 2nd Floor apartment looking west. Digital photograph by LeeRoy Phillips on January 27, 2025.
15. View of kitchen, bathrooms and original built-in sideboard with cupboard. Digital photograph by LeeRoy Phillips on January 9, 2025.
16. Detail of apartments of dumbwaiter in kitchen.
17. View of bathroom. Digital photograph by LeeRoy Phillips on January 3, 2025.
18. View of living room looking south at location of former desk w/ disappearing bed at left and closet at right. Digital photograph by LeeRoy Phillips on January 9, 2025.
19. Detail of closet door in an apartment showing elevated floor and small door to bathroom in apartments.
20. Detail of built-in cupboard. Digital photograph by Megan Duvall November 18, 2025.



1. Oblique view of west (front) and south elevations, looking northeast.



2. South elevation looking north.



3. Oblique view of south and east (rear) elevations, looking northwest.



4. Oblique view of north and east (rear) elevations, looking southwest.



5. Detail of V notch on east (rear) elevation.



6. North elevation looking south.



7. Oblique view of north and west (front) elevations, looking southeast.



8. Detail of entrance at 225 South Wall Street.



9. Detail of keys on south elevation on the west side.



10. Looking northeast at oblique view.



Briggs Apartments in 1972. (Sheridan, 1972) .



11. Looking west at entrance from the interior. Digital photograph by LeeRoy Phillips on June 25, 2024.



12. Original stairs on 1st floor looking northeast and hallway. Digital photograph by LeeRoy Phillips on November 22, 2024.



13. View of 2nd floor apartment looking east in dining room toward hallway. Digital photograph by LeeRoy Phillips on January 20, 2025.



14. View of another 2nd floor apartment looking west. Digital photograph by LeeRoy Phillips on January 27, 2025.



15. View of kitchen, bathrooms and original built-in sideboard with cupboard. Digital photograph by LeeRoy Phillips on January 9, 2025.



16. Detail of apartments of dumbwaiter in kitchen.



17. View of bathroom showing original tub at right and built in shelves at left. Digital photograph by LeeRoy Phillips on January 3, 2025.



18. View of apartment living room looking south at location of former desk w/ disappearing bed at left and closet at right. Digital photograph by LeeRoy Phillips on January 9, 2025.



19. Detail of closet door in an apartment showing elevated floor and small door to bathroom.



20. Detail of built-in cupboard. Digital photograph by Megan Duvall November 18, 2025.

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/23/2026

Committee Agenda type: Discussion

Council Meeting Date: 03/16/2026

Date Rec'd	2/17/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	FINANCE & ADMINISTRATION	**Bid #**	
Contact Name/Phone	MATT BOSTON X6820	**Requisition #**	
Contact E-Mail	MBOSTON@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	RESOLUTION APPOINTING JOSHUA LIPPS AS THE DIRECTOR OF ACCOUNTING		

Agenda Wording

A resolution approving the appointment of Joshua Lipps as the Director of Accounting for the City of Spokane.

Summary (Background)

This resolution approves the appointment of Joshua Lipps as the Director of Accounting for the City of Spokane.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	STRATTON, JESSICA		
Division Director	STRATTON, JESSICA		
Accounting Manager	BAIRD, CHRISTI		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
jstratton@spokanecity.org	sneal@spokanecity.org

RESOLUTION 2026 - 0019

A resolution approving the appointment of Joshua Lipps as the Director of Accounting for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 2.14 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration, Mayor Lisa Brown has appointed Joshua Lipps as the Director of Accounting for the City of Spokane.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Joshua Lipps as the Director of Accounting for the City of Spokane.

ADOPTED BY THE CITY COUNCIL ON _____, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

ORDINANCE NO. C36850

An ordinance encouraging the activation of public spaces; amending Section 08.02.0220; repealing Section 08.02.0235, Chapter 10.28, and Chapter 10.55; and adopting a new Chapter 12.15 of the Spokane Municipal Code.

WHEREAS, Comprehensive Plan Policy DP 4.2 – Street Life calls for the City to "*Promote actions designed to increase pedestrian use of streets, especially downtown, thereby creating a healthy street life in commercial areas*"; and

WHEREAS, Comprehensive Plan Policy SH 3.8 – Community Festivals calls for the City to "*Support celebrations that enhance the community's identity and sense of place."*; and

WHEREAS, Comprehensive Plan Policy N 1.1 – Downtown Development calls for the City to "*Develop downtown Spokane as the primary economic and cultural center of the region*…"; and

WHEREAS, Downtown Plan Priority Action 1.3 calls for the City to "*Make sidewalks active and vibrant places through continued efforts to streamline design requirements, and developing new pilot projects in partnership with local businesses downtown*"; and

WHEREAS, Downtown Plan Priority Action 2.5 calls for the City to "*Identify and reduce barriers for cultural events Downtown.";* and

WHEREAS, Downtown Plan Priority Action PS1.1 calls for the City to "*Strategically program and activate public spaces downtown."*; and

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 08.02.0220 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.0220 ((~~Sidewalk Cafes~~)) <u>Activation of Public Spaces License Fees</u>

A. All fees for sidewalk cafes<u>, streateries, and parklets</u> are provided in the Development Fee Schedule<u>, provided there shall be no annual license fee for approved sidewalk cafes, streateries, or parklets as of the effective date of this ordinance through December 31, 2027. The waiving of the annual license fee shall not waive a requirement to obtain a sidewalk café, streatery, parklet license, or waive any terms and conditions required through those licenses.</u>

B. The application and annual license fee for expanded outdoor alcohol service is one hundred dollars ($100), provided there shall be no annual license fee for approval of an expanded outdoor alcohol service area through December 31, 2027.

C. A revenue loss affected by an obstruction of the public right-of-way shall be equivalent to the maximum daily rate for each space obstructed in the Paid Parking Zone (defined in SMC 16A.04.100). Current Paid Parking Zone rates can be found in SMC 08.02.083.

D. In addition to the annual fee, the city shall collect from the license applicant and remit to the state department of revenue the required state leasehold excise tax, as prescribed in chapter 82.29A, RCW.

Section 2. That Section 08.02.0235 of the Spokane Municipal Code is hereby repealed.

Section 3. That Chapter 10.28 of the Spokane Municipal Code is hereby repealed.

Section 4. That Chapter 10.55 of the Spokane Municipal Code is hereby repealed.

Section 5. That there is adopted a new Chapter 12.15 to Title 12 of the Spokane Municipal Code to read as follows:

Chapter 12.15 Activation of Public Places
- 12.15.010 Definitions
- 12.15.020 Findings
- 12.15.030 License Required for Sidewalk Cafés, Streateries, or Parklets
- 12.15.040 License Application – Sidewalk Cafés, Streateries, or Parklets
- 12.15.050 Terms and Conditions – Sidewalk Cafés, Streateries, and Parklets
- 12.15.060 Expanded Alcohol Services in Public Spaces

Section 12.15.010 Definitions

Term	Definition
Alcohol Service Area	"Alcohol service area" means an area in which alcohol may be sold, served, and consumed as authorized by the City of Spokane and the Washington State Liquor and Cannabis Board.

Applicant	“Applicant” means any person seeking a license on their own behalf or on behalf of a property owner. The applicant shall serve as the primary contact for the license.
Parklet	“Parklet” means a small public gathering space, occupying up to two parking stalls or a loading zone, as applicable, on a public street, and treated in all respects as a public sidewalk, but the facilities of which are privately owned and maintained.
Sidewalk Café	“Sidewalk café” means a portion of a public sidewalk on which tables and chairs are placed for the use of patrons while consuming food and/or beverages, including liquor as defined in RCW 66.04.010, served by a café, restaurant, or tavern located on abutting property.
Streatery	“Streatery” means up to two parking stalls or a loading zone, as applicable, used either as an extension of, or a stand-alone sidewalk café, connected visually to, and for use by patrons of, a nearby restaurant or bar and service at which is subject to all the terms and conditions of the nearby restaurant or bar’s food service permits and alcohol licenses.

Section 12.15.020 Findings and Intent

The City finds the activation of the public right-of-way through festivals, parades, athletic events, sidewalk cafes, streateries, and parklets to be in the best interest of residents, visitors, and businesses in the city of Spokane. This chapter shall be liberally construed by the City in favor of activating public spaces through its permitting and licensing processes.

Section 12.15.030 License Required for Sidewalk Cafés, Streateries, or Parklets Required

A. A license issued by Development Services is required to operate a sidewalk café, streatery, or parklet in the city of Spokane.

B. The license for sidewalk cafés, streatery, and parklets is an annual license.

C. The requirements of SMC 7.02.070 and SMC 17G.010.210, obstruction of streets, and obstruction of sidewalks, shall not apply to a sidewalk café, streatery, or parklet validly licensed under this chapter, except as herein provided.

Section 12.15.040 License Application – Sidewalk Cafés, Streateries, or Parklets

A. An application for a sidewalk café, streatery, or parklet license shall state or include the following:

1. anticipated periods of use during the year, and the proposed hours of daily use, including Saturdays, Sundays, and holidays;

2. whether liquor, as defined in RCW 66.04.010, licensed by the Washington State Liquor and Cannabis Board to be sold or consumed inside the sidewalk café area;

3. maximum occupancy of the applicable business and the number of restroom fixtures available; and

4. dimensioned site plan.

B. The applicant for a sidewalk café shall be the owner or occupant of the abutting property and operate a licensed restaurant, café, or tavern, or shall have the permission of the owner or occupant, if different, from the operator of the restaurant, café, or tavern.

C. The applicant for a parklet or streatery shall be the owner or occupant of the property adjacent to the proposed parklet or streatery area or shall have the permission of the owner or occupant, if different, of the property adjacent to the proposed parklet or streatery area.

D. An applicant for a sidewalk café, streatery, or parklet license shall, prior to issuance of such license, provide and maintain in full force and effect while the license is in effect, public liability insurance in the amount specified by SMC 12.02.0718 to cover potential claims for bodily injury, death or disability and for property damage, which may arise from or be related to the use of the parking space(s) and/or sidewalk café area adjacent thereto for parklet, streatery, or street café purposes, naming the City as an additional insured.

E. At the time of acceptance of the initial application, Development Services shall set a ten-day public comment period in which the public may offer comments on the issuance of the license. The applicant shall be responsible for posting a

notice visible to the public area, such as in a window or on the exterior of the building, for which the license is sought. The notice, prepared by Development Services, shall include the nature of the application, the public right-of-way area to be used, the date of the public comment period, and the contact information to whom comments may be provided.

Section 12.15.050 Terms and Conditions – Sidewalk Cafés, Streateries, and Parklets

A. The location of the sidewalk café, streatery, or parklet shall not reduce or obstruct pedestrian passage on the sidewalk to less than five (5) feet to the nearest street trees, utility poles, traffic control signs and devices, parking meters, fire hydrants, buildings, and other similar devices and structures, with the exception of less than four (4) feet to the nearest tree well grate. Furthermore, such placement shall be consistent with any applicable standards established by the Americans with Disabilities Act and shall not obstruct vehicular traffic or the use of any crosswalk, wheelchair ramp, bus stop, or loading zone.

B. Pavement shall not be broken, no sidewalk surface disturbed, tree wells and tree grates shall be in good and safe condition, and no permanent fixture of any kind shall be installed in or on the sidewalk area in connection with a sidewalk café, streatery, or parklet unless authorized by the sidewalk café, streatery, or parklet license and shall be immediately clear the sidewalk café area when ordered to do so by the City.

C. The City may include such terms and conditions in the sidewalk café, streatery, or parklet license as may be deemed appropriate, including but not limited to:

    1. Restrictions as to the number and placement of tables, chairs, and furniture, as to the hours and dates of use, including signage stating the licensed dates and hours of use. The allowable patron occupancy within the sidewalk café, streatery, or parklet may be limited by the number of restroom fixtures available for the associated café, restaurant, or tavern;

    2. A requirement that the area be cleared when not in use as a sidewalk café, streatery, or parklet;

    3. A requirement that the applicant clear the sidewalk as may be necessary to accommodate deliveries to abutting or other nearby properties;

    4. A requirement that the applicant maintain the parking stalls adjacent to the parklet free of debris and the sidewalk adjacent to the parklet or streatery

free of obstruction for access to adjacent and nearby properties;

5. Regulations for lighting and illumination of the sidewalk café, streatery, or parklet and restrictions upon the placement of furniture or equipment used in connection with the sidewalk café.
6. A limit on the number of streateries or parklets placed per block face.

D. A sidewalk café, streatery, or parklet license is non-transferable. Change in ownership and/or use of the business related to the license requires a new license application to be submitted.

E. The applicant for a sidewalk café, streatery, or parklet license shall sign an indemnity agreement holding the City free and harmless from any and all claims, actions, or damages of every kind and description which may accrue to, or be suffered by, any persons by reason of or related to the operation of such sidewalk café or parklet.

F. A sidewalk café, streatery, or parklet license may be revoked following the procedures provided in SMC 08.01.321.

Section 12.14.060 Expanded Outdoor Alcohol Service

A. A license issued by Development Services is required to provide expanded outdoor alcohol service authorized under Second Substitute House Bill 1515 in the city of Spokane.

B. A license for expanded outdoor alcohol service is an annual license.

C. A detailed schematic/map of the expanded outdoor alcohol service area shall be approved prior to the issuance of a license for an expanded alcohol service area. The detailed map shall show the types of barriers or demarcations that indicate the space authorized for alcohol consumption and all designated entrance and exit points. Any barriers, barricades, or demarcations shall be capable of quick removal to allow entry and passage of emergency vehicles.

D. In addition to the license required by this section, an expanded outdoor alcohol service area must be approved and authorized by the Washington State Liquor and Cannabis Board.

E. A person who engages in expanded alcohol service in public spaces without a license shall be guilty of a civil infraction in addition to any penalties set forth by the Washington State Liquor and Cannabis Board.

F. The expanded outdoor alcohol service program shall sunset on December 31,

2027, unless extended by the Washington State Legislature.

G. The Development Services Center may develop program policies and procedures consistent with this section. Any public rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 7. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Memorandum

Office of the Mayor

DATE: February 9, 2026

FROM: Adam McDaniel – Policy Advisor, Office of the Mayor

TO: Councilmember Zack Zappone, Chair, Urban Experience Committee &
Councilmember Sarah Dixit, Vice Chair, Urban Experience Committee

RE: Activation of Public Spaces Ordinance

Executive Summary – Activation of Public Spaces Ordinance

I. **Background**:

Sidewalk Cafes and Parklets

Sidewalk cafes, parklets, and streateries are outdoor seating areas that create vibrancy and activity in the public right of way.

Sidewalk cafes are outdoor dining areas with removable tables and chairs. The City began allowing sidewalk cafes in 1980 and currently permits more than a dozen throughout the city.



The Yards - permitted sidewalk cafe

In 2017, the City Council approved Ordinance C35549, allowing the placement of parklets. This ordinance codified a pilot program that ran from 2016 to 2017. Parklets are temporary sidewalk extensions that provide amenities for people using the street by converting a parking space or loading zone to public use.



Ordinance C35549 also authorized streateries, which are similar to parklets. Streateries are operated adjacent to a restaurant or café during operating hours, functioning as an "off" sidewalk café that can extend off the sidewalk into the parking lane. When the restaurant or café is closed, the streatery operates as a typical parklet.

Although several sidewalk cafes have been permitted, no parklet has been permitted in the City since 2020. Both parklets and sidewalk cafes have significant requirements and costs that potentially deter businesses and property owners from creating a sidewalk café or parklet adjacent to their business or property. For example, to obtain a permit for a sidewalk café, an

applicant must mail a public notice to all property owners, building managers, and street-level tenants of the properties on the street segment that contains the area to be used for the sidewalk café before the City Engineer will even consider the application. Although this provision is an improvement from a required administrative hearing before 2020, this type of notice to abutting property owners is more stringent than most other cities permitting sidewalk cafes. Additionally, the City requires a six-foot pedestrian clearance, which is also higher than in other comparable cities.

City	Sidewalk Café Pedestrian Passage Requirements
Spokane	*6 feet*
Bend Oregon	5 feet
Boise Idaho	5 feet
Tacoma	5-feet on non-arterial roads and a minimum of 7-feet on arterials
Vancouver Washington	5 feet

This additional foot requirement may unintentionally limit businesses in certain neighborhoods and business districts from hosting a sidewalk café. Finally, the high upfront costs of establishing a parklet, including a $1,000 refundable bond and parking meter revenue replacement, are likely another deterrent to placing new parklets. Mayor Woodward waived permit fees for sidewalk café during the COVID-19 pandemic through Executive Order 2020-0007, but those fees have since been restored through the City's development fee schedule.

Sidewalk Café Fees	
Sidewalk Café Annual Fee	$150.00
Site Modification Review Fee	$275.00
Initial Review Fee	$300.00
Parklets and Streateries	
Annual License Fee	$150.00
Site Modification Review Fee	$275.00
Initial Review Fee	$300.00
Refundable Cash Bond	$1,000.00
2-hour zone per square foot per month	$3.04
4-hour and all-day zones per square foot per month	$2.05
Time-restricted fee parking	$1.05
Device Removal and Replacement Fee - Single Space Meter	$60.00
Device Removal and Replacement Fee - Dual Space Meter	$120.00
Device Removal and Replacement Fee - Kiosk	$500.00

Expanded Indoor and Outdoor Alcohol Service

Second Substitute House Bill 1515 (SHB 1515) allows local governments to request temporary allowances for expanded alcohol services. This legislation, supported by the City of Spokane, provides three new authorizations:

- Expanded Outdoor Alcohol Service in Public Areas;
- Civic Campus Events; and
- Fan Zones

Under the expanded outdoor alcohol service authorization, the City can request authorization from the Washington State Liquor and Cannabis Board for expanded alcohol services in outdoor public spaces for an ongoing period through December 31, 2027.

Under the Civic Campus authorization, Spokane may host expanded alcohol services for up to 25 indoor and outdoor events on publicly owned civic campuses through December 31, 2027.

In January 2025, the Seattle FIFA World Cup 26 Local Organizing Committee (SeattleFWC26) announced Spokane as a location to host a FIFA Fan Zone. Under the Washington State Liquor and Cannabis Board Fan Zone authorization, the City may request expanded indoor and/or outdoor alcohol sales during FIFA World Cup events in June and July 2026.

II. **Policy Recommendation:**

Proposed Ordinance Table of Contents

Section 1. Amends SMC Section 08.02.0220 (Sidewalks Café)
Section 2: Repeals SMC Section 08.02.0235 (Parklets and Streateries)
Section 3. Repeals SMC Chapter 10.28 (Sidewalk Cafes)
Section 4. Repeals SMC Chapter 10.55 (Parklets and Streateries)
Section 5. New SMC Chapter 12.15 (Activation of Public Spaces)
Section 6. Severability
Section 7. Clerical Errors

Section 1. Amends SMC Section 08.02.0220 (Sidewalk Cafes)

- Amends this code section to consolidate permit and license fees for parklets, streateries, sidewalk cafes, and expanded outdoor alcohol service into one code section.

- This proposed ordinance waives the annual license fee ($150) for sidewalk cafes, parklets, and streateries through December 31, 2027. The owner of the parklet, sidewalk café, or streatery must still obtain the annual license and pay any other fees required for the license.

- This section establishes an annual license fee for expanded outdoor alcohol service of $100, but waives the annual license fee through December 31, 2027.

Section 2. Repeals SMC Section 08.02.0235 (Parklets and Streateries)

- Repeals this code section because of the consolidation of permit and license fees for parklets, streateries, sidewalk cafes, and expanded alcohol service into SMC Section 08.02.0220.

Section 3. Repeals SMC Chapter 10.28 (Sidewalk Cafe)

- Repeals this code chapter because of the consolidation of code requirements related to parklets, streateries, sidewalk cafes, and expanded alcohol service in the new SMC Chapter 12.15 – Activation of Public Spaces.

Section 4. Repeals SMC Chapter 10.55 (Parklets and Streateries)

- Repeals this code chapter because of the consolidation of code requirements related to parklets, streateries, sidewalk cafes, and expanded alcohol service in the new SMC Chapter 12.15 – Activation of Public Spaces.

*****

Section 19. New Chapter 12.15 – Activation of Public Spaces

New SMC Section 12.05.010 (Definitions)

- This consolidates the definitions from SMC 10.55 – Parklets and Streateries into a single definitions section within a table for clarity.

New SMC Section 12.05.020 (Findings and Intent)

- This section creates basic findings and intent language, supplementing the ordinance's recitals, citing the City's guiding plans and documents. The core of the intent is that the Activation of Public Spaces code chapter should be construed in favor of the activation of public spaces through its licensing and permitting processes.

New SMC Section 12.05.030 (License Required for Sidewalk Cafés, Streateries, or Parklets)

- This section establishes that a license for the operation of a sidewalk café, streatery, or parklet is an annual license issued by the Development Services Center, outside of the street and/or sidewalk obstruction for construction purposes.

New SMC Section 12.05.040 (License Application – Sidewalk Cafés, Streateries, or Parklets)

- This section creates the application requirements for the sidewalk café, streatery, or parklet.

- The most significant change from the previous sidewalk café, streatery, and parklet regulations is that the notice requirement is changed from a minimum ten-day period to a maximum ten-day comment period that requires the posting of the notice on a visible public area instead of mailing a notice to each property owner, tenant, and building manager as is currently required.

New SMC Section 12.05.050 (Terms and Conditions – Sidewalk Cafés, Streateries, and Parklets)

- This section provides general terms and conditions for licensing sidewalk cafes, streateries, and parklets.

- The most significant change from the previous sidewalk café, streatery, and parklet regulations is a reduction of the required pedestrian passage from six feet to five feet to match other peer cities. This language update still allows the City the flexibility to require the conditions necessary to comply with the Americans with Disabilities Act and maintain safe pedestrian passage.

New SMC Section 12.05.060 (Expanded Outdoor Alcohol Service)

- This section creates a simple licensing structure for expanded outdoor alcohol service.

- This section authorizes the Development Services Department to create policies and procedures for expanded outdoor alcohol service provided through House Bill 1515.

Section 6. Severability

- Standard severability language

Section 7. Clerical Errors

- Standard clerical errors language.

III. Guiding Plans and Documents

Comprehensive Plan Policy DP 4.2 – Street Life calls for the City to "*Promote actions designed to increase pedestrian use of streets, especially downtown, thereby creating a healthy street life in commercial areas.*"

Comprehensive Plan Policy SH 3.8 – Community Festivals calls for the City to "*Support celebrations that enhance the community's identity and sense of place."*

Comprehensive Plan Policy N1.1 – Downtown Development calls for the City to "*Develop downtown Spokane as the primary economic and cultural center of the region*…"

Downtown Plan Priority Action CW1.3 calls for the City to "*Make sidewalks active and vibrant places through continued efforts to streamline design requirements and developing new pilot projects in partnership with local businesses downtown*", such as expanding the parklet program.

Downtown Plan Priority Action ACH2.5 calls for the City to "*Identify and reduce barriers for cultural events Downtown.";* and

Downtown Plan Priority Action PS1.1 calls for the City to "*Strategically program and activate public spaces downtown."*

RESOLUTION 2026 – 0016

A resolution approving a Commercial Parking Tax Public Rule.

WHEREAS, the Spokane City Council adopted Ordinance C36801, which established a local option commercial parking tax effective on April 1, 2026; and

WHEREAS, the City seeks to publish a public rule implementing the tax, its authorized exemptions, and the Efficient Land Use Program; and

WHEREAS, the proposed public rule has been published in the Gazette pursuant to the SMC 03.14.030(A)(1); and

WHEREAS, the proposed public rule has been shared with identified stakeholders pursuant to SMC 03.14.030(A)(2); and

WHEREAS, the proposed public rule is filed for City Council review and approval pursuant to SMC 03.14.030(A)(3).

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the attached public rule effective April 1, 2026.

ADOPTED BY THE CITY COUNCIL ON _____, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

CITY OF SPOKANE
PUBLIC RULE AND PROCEDURE

CITY OF SPOKANE PUBLIC RULE AND PROCEDURE	RULE xxxz - LGL XXXX
TITLE **CITY OF SPOKANE COMMERCIAL PARKING TAX** EFFECTIVE DATE April 1, 2026	

1.0 GENERAL

1.1 PURPOSE AND INTENT

The purpose of this public rule is to supplement Ordinance C36801, relating to the adoption of a local option commercial parking tax.

Pursuant to RCW 82.80.030(2) and effective April 1, 2026, a local option transportation tax is imposed for the act of parking a motor vehicle in a facility operated by a commercial parking business within the city of Spokane.

Collected commercial parking taxes are held in trust and remitted monthly by the commercial parking business to the City of Spokane, accompanied by tax forms provided by the Office of Taxes and Licenses.

1.2 TABLE OF CONTENTS

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

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This public rule applies to all persons meeting the definition of a commercial parking business as described in Ordinance C36801 (SMC 08.22) and guides the administration of the local option commercial parking tax by the Transportation and Sustainability, Finance and Administration, and the Community and Economic Development Divisions.

3.0 REFERENCES

Ordinance C36801 (SMC 08.22)
RCW 82.04.050
RCW 82.80.030

4.0 DEFINITIONS

The relevant definitions for this public rule can be found in Ordinance C36801 (SMC 08.22).

5.0 POLICY

5.1 Any receipt or ticket that is issued to the customer must show the tax broken out from the parking fee so that the person parking the vehicle knows the amount of the tax to be paid. The tax broken out on the receipt or ticket may be combined with the retail sales tax.

5.2 Pursuant to RCW 82.80.030(2)(f), tax-exempt carpools, vehicles with a disabled parking placard, and government vehicles are exempt from the City of Spokane local option commercial parking tax. It is the responsibility of the commercial parking business to ensure compliance with any tax exemptions provided under Washington state law.

5.3 The City of Spokane's local option commercial parking tax also exempts long-term parking of thirty days or longer (residential, student, and employee) in alignment with the guidance provided by the Department of Revenue Excise Tax Advisory 3030.2009 regarding Parking Fees as Income from Rental of Real Estate. Under Department of Revenue Excise Tax Advisory 3030.2009, when a commercial parking business rents designated parking stalls for thirty-day periods and the customers park their own cars and have the right of exclusive use of designated parking stalls, the parking fees are from the rental of real estate and not subject to retail sales tax. Income from such rentals is exempt from Washington's retailing business and occupation tax. The person renting the designated parking stalls for thirty-day periods or more is also not subject to the City of Spokane local option commercial parking tax. It is the responsibility of the commercial parking business to ensure compliance with Washington state law and the tax exemptions provided under the City of Spokane local option commercial parking tax.

5.4 Customers parking at Spokane Transit Authority Parking and Rides, including holders of a Shuttle Park pass, are exempt from the City of Spokane local option commercial parking tax.

5.5 The City's local option commercial parking tax does not apply to the City of Spokane's on-street parking system that is controlled, regulated, and inspected by the City of Spokane's Parking Services Department.

5.6 Persons leasing parking stalls that do not charge a parking fee are not subject to the City of Spokane local option commercial parking tax.

5.7 A commercial parking lot meeting any of the following criteria, as determined by the City, may be eligible for an Efficient Land Use Credit equivalent to one-half (½) of the commercial parking tax rate imposed:

5.7.1 A commercial parking lot with two or more floors of commercial parking, such as a multi-story covered parking garage;

5.7.2 A commercial parking lot below ground-level; or

5.7.3 A commercial parking lot with a counter-complete building permit for residential or commercial development as verified by the City's Development Services Department.

6.0 PROCEDURE

6.1 The amount of the commercial parking tax shall be equal to the parking fee multiplied by the commercial parking tax rate. The measure of the parking tax is the parking fee paid or due and does not include any retail sales tax, fines, or additional services included with the charge for the privilege of parking that might be due in addition to the parking fee.

6.2 A commercial parking business will register each commercial parking lot with the City of Spokane on a form provided by the Office of Taxes and Licenses. The form must be submitted to the City at commercialparking@spokanecity.org. This form must be updated within 30 days of a change in Efficient Land Use Credit status, property owner/taxpayer, or number of total parking stalls.

6.3 The commercial parking business must report every tax period to the Office of Taxes and Licenses the following for each lot:

- The total number of individual commercial parking transactions;
- The total gross receipts of commercial parking fees collected at the commercial parking tax rate imposed (12%) and total tax payable to the City of Spokane;
- The total gross receipts of commercial parking fees collected at a commercial lot with an Efficient Land Use Credit (6%) and total tax payable to the City of Spokane; and
- The total gross receipts of commercial parking fees exempt from the City of Spokane's local option commercial parking tax.

6.4 All questions regarding the local option commercial tax must be submitted in writing to commercialparking@spokanecity.org.

7.0 RESPONSIBILITIES

7.1 The Finance and Administration Division, through the Office of Taxes and Licenses, is responsible for administering and collecting the local option commercial parking tax. The Chief Financial Officer or their designee is responsible for the final opinion and determination of any questions arising from the collection of the tax.

7.2 The Transportation and Sustainability Division are responsible for reviewing and determining Efficient Land Use Credit eligibility.

8.0 APPENDICES

8.1 Ordinance C366801

APPROVED BY:

_____
City Attorney

_____
Chief Financial Officer

_____
Director of Transportation and Sustainability

_____
Director of Community and Economic Development

_____ _____
City Administrator Date

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 02/19/2026

Committee Agenda type: Discussion

Council Meeting Date: 03/09/2026

Date Rec'd	2/11/2026		
Clerk's File #	ORD C36847		
Cross Ref #			
Project #			
Submitting Dept	HUMAN RESOURCES	**Bid #**	
Contact Name/Phone	ALLISON ADAM 6383	**Requisition #**	
Contact E-Mail	AADAM@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	ZZAPPONE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SPECIAL BUDGET ORDINANCE – HR RANGE CHANGE – FEBRUARY 2026		

Agenda Wording

The Human Resources department conducted an internal and external salary analysis of the on attached job classifications due to a change in duties and job responsibilities

Summary (Background)

The City's Human Resources department conducted an internal and external salary analysis of the attached job classifications due to a change in duties and job responsibilities. The individual job classifications affected by the salary analysis are listed below. Upon approval, these range changes will be put into effect in the HR system and incumbents' pay will be adjusted. This SBO is not authorizing/budgeting additional Full-Time Equivalents (FTE). It only serves to establish the classification(s).

What impacts would the proposal have on historically excluded communities?

Ensures compensation equity.

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

Ensures compensation equity.

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

If the City's compensation plan and/or job classifications are left unchanged, there is a risk of losing parity with the compensation plans of outside organizations, resulting in difficulty hiring or retaining existing employees.

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

Ensure Compensation Equity

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

SPNs without a former range, indeterminable.

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

Funding Source	Recurring
Funding Source Type	Taxes

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

This position will be funded by Public Safety Answering Point (PSAP) revenues, specifically an allocation of the County's existing 911 Excise Taxes and Emergency Communications taxes.

Expense Occurrence	Recurring

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

Personnel budgets will not be increased for these changes. Existing personnel budgets are expected to cover the increased expense due to vacancy savings or cost reductions. If vacancy savings or cost reductions aren't sufficient, the increase will be funded with reserves or unappropriated fund balance.

Approvals		Additional Approvals	
Dept Head	MCDANIEL, ADAM	**MANAGEMENT &**	MILLER, JACOB
Division Director	ADAM, ALLISON		
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/23/2026

Committee Agenda type: Discussion

Council Meeting Date: 03/09/2026

Date Rec'd	2/11/2026		
Clerk's File #	ORD C36847		
Cross Ref #			
Project #			
Submitting Dept	HUMAN RESOURCES	**Bid #**	
Contact Name/Phone	ALLISON ADAM 6383	**Requisition #**	
Contact E-Mail	AADAM@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	ZZAPPONE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SPECIAL BUDGET ORDINANCE – HR RANGE CHANGE – FEBRUARY 2026		

Agenda Wording

The Human Resources department conducted an internal and external salary analysis of the on attached job classifications due to a change in duties and job responsibilities

Summary (Background)

The City's Human Resources department conducted an internal and external salary analysis of the attached job classifications due to a change in duties and job responsibilities. The individual job classifications affected by the salary analysis are listed below. Upon approval, these range changes will be put into effect in the HR system and incumbents' pay will be adjusted. This SBO is not authorizing/budgeting additional Full-Time Equivalents (FTE). It only serves to establish the classification(s).

What impacts would the proposal have on historically excluded communities?

Ensures compensation equity.

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

Ensures compensation equity.

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

If the City's compensation plan and/or job classifications are left unchanged, there is a risk of losing parity with the compensation plans of outside organizations, resulting in difficulty hiring or retaining existing employees.

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

Ensure Compensation Equity

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

SPNs without a former range, indeterminable.

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

Funding Source	Recurring
Funding Source Type	Taxes

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

This position will be funded by Public Safety Answering Point (PSAP) revenues, specifically an allocation of the County's existing 911 Excise Taxes and Emergency Communications taxes.

Expense Occurrence	Recurring

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

Personnel budgets will not be increased for these changes. Existing personnel budgets are expected to cover the increased expense due to vacancy savings or cost reductions. If vacancy savings or cost reductions aren't sufficient, the increase will be funded with reserves or unappropriated fund balance.

Approvals		Additional Approvals	
Dept Head	MCDANIEL, ADAM	**MANAGEMENT &**	MILLER, JACOB
Division Director	ADAM, ALLISON		
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Council Briefing Paper
Urban Experience Committee

Committee Date	February 19th, 2026
Submitting Department	Human Resources
Contact Name	Allison Adam, Director of HR
Contact Email & Phone	aadam@spokanecity.org; 625-6383
Council Sponsor(s)	Council Member Zappone and Council Member Dixit
Select Agenda Item Type	☒Discussion Time Requested: 10 min
Agenda Item Name	Special Budget Ordinance – HR Range Change – February 2026
Grant Item	☐ Yes ☒ No
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary **What is the specific purpose or need for the budget adjustment?** **What changes or developments have triggered this request?**	The City's Human Resources department conducted an internal and external salary analysis of the below job classifications due to a change in duties and job responsibilities. The individual job classifications affected by the salary analysis are listed below. Upon approval, these range changes will be put into effect in the HR system and incumbents' pay will be adjusted.

Union	SPN/ Job Code	Title	From Grade	To Grade	Former Range	New Range
Department Director Request						
M&P-A	709	Spokane United 911 Network Operations Manager	---	A01-51	---	$ 94,544.64-$132,608.88

Fiscal Impact

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

Total Cost: For SPNs without a former range, indeterminable.

Current year cost: For SPNs without a former range, indeterminable.

Subsequent year(s) cost: The cost in subsequent years will be the total cost ranges above multiplied by the contracted Cost of Living Adjustments (COLAs) applicable to that year and union.

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

Specify funding source: Reserves

Is this funding source sustainable for future years, months, etc? No, additional revenues or a reduction of expenses will need to occur to accommodate this in future years.

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

Other budget impacts: (revenue generating, match requirements, etc.) Personnel budgets will not be increased for these changes. Existing personnel budgets are expected to cover the increased expense due to vacancy

savings or cost reductions. If vacancy savings or cost reductions aren't sufficient, the increase will be funded with reserves or unappropriated fund balance.

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

- What are the net impacts this adjustment will have on the specifically affected line items?
  No budget change will be made this year, but personnel expenses will change in the effected funds.

- What operational changes will occur because of this adjustment?
  No operational changes.

- What are the potential risks or consequences of not approving the budget adjustment?
  If the City's compensation plan and/or job classifications are left unchanged, there is a risk of losing parity with the compensation plans of outside organizations, resulting in difficulty hiring or retaining existing employees.

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

What current racial and other inequities might this special budget ordinance address?

Ensure compensation equity

ORDINANCE NO C36847

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ADJUST PAY RANGES TO ALIGN WITH SALARY ANALYSIS, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the Spokane United 911 Network Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

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

Section 1. That in the budget of the Spokane United 911 Network Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Change the grade and associated pay range for the Spokane United 911 Network Operations Manager classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-A	709	Spokane United 911 Network Operations Manager	---	A01-51	---	$94,545-$132,609

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to adjust pay ranges to align with salary analysis, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

Approved as to form:

_____
City Clerk

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council: **Committee:** Finance & Administration **Date:** 02/23/2026 **Committee Agenda type:** Discussion **Council Meeting Date:** 03/16/2026		**Date Rec'd**	2/17/2026
		Clerk's File #	
		Cross Ref #	
		Project #	
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON KTELIS ZZAPPONE		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	INTERIM OFFICIAL CONTROL RELATED TO DETENTION FACILITIES		

Agenda Wording

An ordinance adopting an interim official control to immediately implement the City's Comprehensive Plan, HOME Starts Here Initiative, and regional Comprehensive Economic Development Strategy and protect the public health and safety of residents by prohibiting the use of private property for detention facilities and eliminating detention facilities as an allowable conditional use outside of the Essential Public Facilities process required by the Growth Management Act; amending Sections 17C.111.100, 17C.120.100, 17C.123.040, 17C.124.100, 17C.130.100, 17C.190.530, and 17C.320.080; and repealing Section 17C.190.520 of the Spokane Municipal Code; setting a public hearing; and declaring an emergency.

Summary (Background)

Article XI, Section 11 of the Washington State Constitution grants cities police power authority "to make and enforce within its limits all such local police, sanitary and other regulations as are not in conflict with general laws". Detention facilities, sited outside of the Essential Public Facilities process, are currently recognized in our land use code as a conditional use in Residential Multifamily, Residential High Density, Community Business, General Commercial, and all Industrial zones which conflicts with the vision of the City's Comprehensive Plan, economic development strategy, and goals of the HOME Starts Here Initiative. This ordinance ensures that land zoned for residential, commercial, and industrial use allows uses that meet the community's economic development strategy, housing goals, and Comprehensive Plan, and does not permit uses that conflict with these plans and policies. This ordinance prohibits the use of private property for detention facilities and eliminates detention facilities as an allowable conditional use outside of the Essential Public Facilities process required by the Growth Management Act.

What impacts would the proposal have on historically excluded communities?

The purpose of this interim official control is to immediately implement the City's Comprehensive Plan, HOME Starts Here Initiative, and regional Comprehensive Economic Development Strategy, and to protect the public health and safety of residents by prohibiting the use of private property for detention facilities and eliminating detention facilities as an allowable conditional use outside of the Essential Public Facilities process required by the Growth Management Act.

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

Pursuant to RCW 36.70A.390, a work plan related to this ordinance will include continued public participation and notice pursuant to chapter 17G.025 SMC. The work plan will evaluate other potential land use actions that help the City achieve its economic development, housing, and growth priorities, and conditional use criteria necessary to protect public health and safety of residents related to siting of Essential Public Facilities as part of the City's Comprehensive Plan update.

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

See above.

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

- Article XI, Section 11 of the Washington State Constitution - City of Spokane's Comprehensive Plan Policy Goal ED 2 - Land Availability for Economic Activities - City of Spokane's Comprehensive Plan Policy LU 1.10 – Industry - City of Spokane's Comprehensive Plan Policy ED 8.1 - Quality of Life Protection - City of Spokane's Comprehensive Plan Policy ED 8.2 - Sustainable Economic Strategies- - HOME Starts Here Initiative (SMC 18.05) - Siting of essential public facilities—Limitation on liability.(RCW 36.70A.200) - Private Detention Facilities (RCW 70.395)

Council Subcommittee Review

None.

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM		
Division Director			
Accounting Manager	BAIRD, CHRISTI		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	

ORDINANCE NO. C36851

An ordinance adopting an interim official control to immediately implement the City's Comprehensive Plan, HOME Starts Here Initiative, and regional Comprehensive Economic Development Strategy and protect the public health and safety of residents by prohibiting the use of private property for detention facilities and eliminating detention facilities as an allowable conditional use outside of the Essential Public Facilities process required by the Growth Management Act; amending Title 17C and repealing Section 17C.190.520 of the Spokane Municipal Code; setting a public hearing; and declaring an emergency.

WHEREAS, Article XI, Section 11 of the Washington State Constitution grants cities police power authority "to make and enforce within its limits all such local police, sanitary and other regulations as are not in conflict with general laws"; and

WHEREAS, THRIVE Spokane, the Spokane region's Comprehensive Economic Development Strategy 2.21 states: "Ensure the region has adequate commercial and industrial developments, particularly Class B office space, to support business retention, expansion, and attraction efforts; and

WHEREAS, the City of Spokane's Comprehensive Plan Policy Goal ED 2 - Land Availability for Economic Activities states: "Ensure that an adequate supply of useable industrial and commercial property is available for economic development activities; and

WHEREAS, the City of Spokane's Comprehensive Plan Policy LU 1.10 – Industry calls for the City to "Provide a variety of industrial locations and site sizes for a variety of light and heavy industrial development and safeguard them from competing land uses"; and

WHEREAS, the City of Spokane's Comprehensive Plan identifies multiple economic development strategies necessary for attracting new businesses and supporting the expansion of existing businesses, including Quality of Life Protection (ED 8.1) and Sustainable Economic Strategies (ED 8.2) that strive to achieve economic development in a manner that minimizes physical, social, and environmental impacts; and

WHEREAS, the city of Spokane has identified a need for more than 22,000 housing units by 2046; and

WHEREAS, the H.O.M.E. Starts Here Initiative seeks to reduce the number of Spokane residents who are housing cost-burdened, add new housing units at all income levels, and expand the city's homeownership rate through "housing-focused zoning policies"; and

WHEREAS, detention facilities, sited outside of the Essential Public Facilities

process, are recognized as a conditional use in Residential Multifamily, Residential High Density, Community Business, General Commercial, and all Industrial zones which conflicts with the vision of the City's Comprehensive Plan, strategies of the Spokane Region Comprehensive Economic Development Strategy, and goals of the HOME Starts Here Initiative; and

WHEREAS, the Brown Administration and Spokane City Council have identified an immediate need to protect the public health and safety of residents by ensuring that land zoned for residential, commercial, and industrial use allows uses that meet the community's economic development strategy, housing goals, and Comprehensive Plan, and does not permit uses that conflict with these plans and policies; and

WHEREAS, Washington state law in RCW 36.70A.200 expressly excludes from the definition of "Essential Public Facilities" those facilities operated by private entities in which persons are detained in custody under process of law pending the outcome of legal proceedings but are not used for punishment, correction, counseling, or rehabilitation following the conviction of a criminal offense; and

WHEREAS, Washington state law in RCW 70.395.030 prohibits any person, business, or state or local governmental entity from operating a private detention facility within the state or utilizing a contract with a private detention facility within the state, or utilizing a contract with a private detention facility outside of Washington state; and

WHEREAS, the Brown Administration and Spokane City Council have identified an immediate need to protect the public health and safety of residents by prohibiting the use of private property for detention facilities; and

WHEREAS, the Spokane City Council intends to utilize the authority granted under RCW 36.70A.390 to adopt an interim official control to immediately implement the City's Comprehensive Plan, HOME Starts Here Initiative, and regional Comprehensive Economic Development Strategy and protect the public health and safety of residents by prohibiting the use of private property for detention facilities and eliminating detention facilities as an allowable conditional use outside of the Essential Public Facilities process required by the Growth Management Act; and

WHEREAS, pursuant to Section 04.12.080.B, the Spokane City Council may adopt an interim zoning control or an emergency control without following the procedures Section 17G.025.010 (Unified Development Code Amendment Procedure); and

WHEREAS, an interim zoning control is essential to prevent vesting of uses related

to detention facilities while the City considers and adopts permanent zoning controls related to detention facilities; and

WHEREAS, pursuant to RCW 36.70A.390, the City Council may adopt an interim official control that may be effective for one year if a work plan is developed for related studies; and

WHEREAS, RCW 36.70A.390 authorizes the enactment of an interim official control without a hearing; and

WHEREAS, pursuant to RCW 36.70A.390, when the City Council adopts an interim official control without holding a public hearing on the proposed interim official control, it must hold a hearing on the adopted interim official control within at least sixty days of its adoption; and

WHEREAS, the Spokane City Council finds that the interim official control imposed by this ordinance is necessary for the protection of the public peace, health, and safety and for the immediate support of City government and its existing public institutions; and

WHEREAS, the normal course of legislative procedures of the City Council cannot timely address the issue without the threat of applications and nonconforming uses vesting under the existing code, thereby causing or exacerbating harm to the community and government functions;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council's initial findings of fact in support of the interim official control established by this ordinance. The City Council may, in its discretion, adopt additional findings after the public hearing referenced in Section 5 below.

Section 2. Purpose. The purpose of this interim official control is to immediately implement the City's Comprehensive Plan, HOME Starts Here Initiative, and regional Comprehensive Economic Development Strategy, and to protect the public health and safety of residents by prohibiting the use of private property for detention facilities and eliminating detention facilities as an allowable conditional use outside of the Essential Public Facilities process required by the Growth Management Act.

Section 3. Duration of Interim Official Control. The interim official control imposed by this Ordinance shall be in effect for up to a period of one year, beginning on the date of the adoption of this Ordinance. During this period, the City will evaluate other potential

land use actions that help the City achieve its economic development, housing, and growth priorities and conditional use criteria necessary to protect public health and safety of residents related to siting of Essential Public Facilities as part of the City's Comprehensive Plan update.

Section 4. Work Plan. Pursuant to RCW 36.70A.390, a work plan related to this ordinance shall include continued public participation and notice pursuant to chapter 17G.025 SMC. The work plan will evaluate other potential land use actions that help the City achieve its economic development, housing, and growth priorities, and conditional use criteria necessary to protect public health and safety of residents related to siting of Essential Public Facilities as part of the City's Comprehensive Plan update.

Section 5. Public Hearing. Pursuant to RCW 35.63.200 and 36.70A.390, and SMC 04.12.080, the City Council held a public hearing on this interim official control on March 16, 2026. Immediately after the public hearing, the City Council adopted findings of fact on the subject of this interim official control.

NOW, THEREFORE, the City of Spokane does ordain:

Section 6. That Section 17C.111.100 of the Spokane Municipal Code is amended to read as follows:

Section 17C.111.100 Residential Zone Primary Uses

A. Permitted Uses (P).

Uses permitted in the residential zones are listed in Table 17C.111.100-1 with a "P." These uses are allowed if they comply with the development standards and other standards of this chapter.

B. Limited Uses (L).

Uses permitted that are subject to limitations are listed in Table 17C.111.100-1 with an "L." These uses are allowed if they comply with the limitations as listed in the footnotes following the table and the development standards and other standards of this chapter. In addition, a use or development listed in SMC 17C.320.080, Decision Criteria, is also subject to the standards of this chapter. The paragraphs listed below contain the limitations and correspond with the bracketed [ ] footnote numbers from Table 17C.111.100-1.

C. Conditional Uses (CU).

Uses that are allowed if approved through the conditional use review process are listed in Table 17C.111.100-1 with a "CU." These uses are allowed provided they comply with

the conditional use approval criteria for that use, the development standards and other standards of this chapter. Uses listed with a "CU" that also have a footnote number in the table are subject to the standards cited in the footnote. In addition, a use or development listed in SMC 17C.320.080, Decision Criteria, is also subject to the standards of this chapter. The conditional use review process and approval criteria are stated in SMC 17C.320, Conditional Uses.

D. Uses Not Permitted (N).

Uses listed in Table 17C.111.105-1 with an "N" are not permitted. Existing uses in categories listed as not permitted are subject to the standards chapter 17C.210 SMC, Nonconforming Situations.

TABLE 17C.111.100-1 RESIDENTIAL ZONE PRIMARY USES (Click here to view PDF)					
Use is: P – Permitted N – Not Permitted L – Allowed, but special limitations CU – Conditional Use review required	RA	R1	R2	RMF	RHD
RESIDENTIAL CATEGORIES					
Group Living [1]	L/CU	L/CU	L/CU	L/CU	L/CU
Residential Household Living	P	P	P	P	P
COMMERCIAL CATEGORIES					
Adult Business	N	N	N	N	N
Commercial Outdoor Recreation	N	CU	CU	CU	CU
Commercial Parking	N	N	N	N	N
Drive-through Facility	N	N	N	N	N
Major Event Entertainment	N	N	CU	CU	CU
Office	N	N	N	CU[2]	CU[2]
Quick Vehicle Servicing	N	N	N	N	N
Retail Sales and Service	N	N	N	N	N
Mini-storage Facilities	N	N	N	N	N

Vehicle Repair	N	N	N	N	N
INDUSTRIAL CATEGORIES					
High Impact Uses	N	N	N	N	N
Industrial Service	N	N	N	N	N
Manufacturing and Production	N	N	N	N	N
Railroad Yards	N	N	N	N	N
Warehouse and Freight Movement	N	N	N	N	N
Waste-related	N	N	N	N	N
Wholesale Sales	N	N	N	N	N
INSTITUTIONAL CATEGORIES					
Basic Utilities [3]	L	L	L	L	L
Colleges	CU	CU	CU	P	P
Community Service	L[4]/CU	L[4]/CU	C[4]/CU	P	P
Daycare	P	P	P	P	P
Medical Center	CU	CU	CU	CU	CU
Parks and Open Areas	P	P	P	P	P
Religious Institutions	L[5]/CU	L[5]/CU	L[5]/CU	P	P
Schools	L[6]/CU	L[6]/CU	L[6]/CU	P	P
OTHER CATEGORIES					
Agriculture	L[7]	N	N	N	N
Aviation and Surface Passenger Terminals	N	N	N	N	N
((~~Detention Facilities~~))	((~~N~~))	((~~N~~))	((~~N~~))	((~~CU~~))	((~~CU~~))
Essential Public Facilities	CU	CU	CU	CU	CU
Mining	N	N	N	N	N
Rail Lines and Utility Corridors	CU	CU	CU	CU	CU
Notes: * The use categories are described in chapter 17C.190 SMC. * Standards that correspond to the bracketed numbers [ ] are stated in SMC 17C.111.110. * Specific uses and development may be subject to the standards in SMC 17C.320.080.					

Section 7. That Section 17C.120.100 of the Spokane Municipal Code is amended to read as follows:

Section 17C.120.100 Commercial Zones Primary Uses

A. Permitted Uses – “P.”

Uses permitted in the commercial zones are listed in Table 17C.120.100-1 with a “P.” These uses are allowed if they comply with the development standards and other standards of this chapter.

B. Limited Uses – “L.”

Uses allowed that are subject to limitations are listed in Table 17C.120.100-1 with an “L.” These uses are allowed if they comply with the limitations as listed in the footnotes following the table and the development standards and other standards of this chapter. In addition, a use or development listed in Part 3 of this division, Special Use Standards, is also subject to the standards of those chapters.

C. Conditional Uses – “CU.”

Uses that are allowed if approved through the conditional use review process are listed in Table 17C.120.100-1 with a “CU.” These uses are allowed provided they comply with the conditional use approval criteria for that use, the development standards, and other standards of this chapter. Uses listed with a “CU” that also have a footnote number in the table are subject to the standards cited in the footnote. In addition, a use or development listed in Part 3 of this division, Special Use Standards, is also subject to the standards of those chapters. The conditional use review process and approval criteria are stated in chapter 17C.320 SMC, Conditional Uses.

D. Uses Not Permitted – “N.”

Uses listed in Table 17C.120.100-1 with an “N” are not permitted. Existing uses in categories listed as not permitted are subject to the standards of chapter 17C.210 SMC, Nonconforming Situations.

TABLE 17C.120.100-1
COMMERCIAL ZONE PRIMARY USES

Use is: P: Permitted N: Not Permitted L: Allowed, but Special Limitations CU: Conditional	O (Office)	OR (Office Retail)	NR (Neighborhood Retail)	NMU (Neighborhood Mixed Use)	CB (Community Business)	GC (General Commercial)

Use Review Required						
Residential Categories						
Group Living [1]	L/CU	L/CU	L/CU	L/CU	L/CU	L/CU
Residential Household Living	P	P	P	P	P	P
Commercial Categories						
Adult Business	N	N	N	N	L[2]	L[2]
Commercial Outdoor Recreation	N	N	N	N	P	P
Commercial Parking	CU[3]	CU[3]	P	P	P	P
Drive-through Facility	L[4]	L[4]	L[4]	L[4]	P	P
Major Event Entertainment	N	N	N	N	P	P
Office	P	P	P	P	P	P
Quick Vehicle Servicing	N	N	L[5, 10]	L[5, 7, 10]	P	P
Retail Sales and Service	N	L/CU[6]	P	L[7]	P	P
Mini-storage Facilities	N	N	N	N	L[9]	L[9]
Vehicle Repair	N	N	N	N	P	P
Mobile Food Vending	L[13]	L[13]	L[13]	L[13]	L[13]	L[13]
Industrial Categories						
High Impact Uses	N	N	N	N	N	N
Industrial Service	N	N	N	N	L/CU[8, 10]	L/CU[8, 10]
Manufacturing and Production	N	N	L[8, 10]	L[7, 8, 10]	L/CU[8, 10]	L/CU[8, 10]
Railroad Yards	N	N	N	N	N	N
Warehouse and Freight Movement	N	N	N	N	L/CU[8, 10]	L/CU[8, 10]
Waste-related	N	N	N	N	N	N
Wholesale Sales	N	N	N	N	L/CU[8, 10]	L/CU[8, 10]
Institutional Categories						
Basic Utilities	P	P	P	P	P	P

DRAFT

Colleges	P	P	P	P	P	P
Community Service	P	P	P	P	P	P
Daycare	P	P	P	P	P	P
Medical Centers	P	P	P	P	P	P
Parks and Open Areas	P	P	P	P	P	P
Religious Institutions	P	P	P	P	P	P
Schools	P	P	P	P	P	P
Other Categories						
Agriculture	N	N	N	N	CU	CU
Aviation and Surface Passenger Terminals	CU	CU	CU	CU	CU	CU
((~~Detention Facilities~~))	((~~N~~))	((~~N~~))	((~~N~~))	((~~N~~))	((~~CU~~))	((~~CU~~))
Essential Public Facilities	CU	CU	CU	CU	CU	CU
Mining	N	N	N	N	N	N
Rail Lines and Utility Corridors	CU	CU	CU	CU	CU	CU
Notes: • The use categories are described in chapter 17C.190 SMC. • Standards that correspond to the bracketed numbers [ ] are stated in SMC 17C.120.110. • Specific uses and developments may be subject to the standards in Part 3 of this division, Special Use Standards.						

Section 8. That Section 17C.123.040 of the Spokane Municipal Code is amended to read as follows:

Section 17C.123.040 Permitted Uses

A. Permitted Uses.

Uses permitted in the residential zones are listed in Table 17C.123.040-1 with a "P." These uses are allowed if they comply with the development standards and other standards of this chapter.

B. Limited Uses.

Uses permitted that are subject to limitations are listed in Table 17C.123.040-1 with an "L." These uses are allowed if they comply with the limitations as listed in the footnotes

following the table and the development standards and other standards of this chapter. The paragraphs listed below contain the limitations and correspond with the bracketed [ ] footnote numbers from Table 17C.123.040-1.

C. Conditional Uses.

Uses that are allowed if approved through the conditional use review process are listed in Table 17C.123.040-1 with a "CU." These uses are allowed provided they comply with the conditional use approval criteria for that use, the development standards, and other standards of this chapter. The conditional use review process and approval criteria are stated in SMC 17C.320, Conditional Uses.

D. Uses Not Permitted.

Uses listed in Table 17C.123.040-1 with an "N" are not permitted. Existing uses in categories listed as not permitted are subject to the standards chapter 17C.210 SMC, Nonconforming Situations.

Table 17C.123.040-1
Hamilton Form-Based Code Primary Uses

Use is: P – Permitted N – Not Permitted L – Allowed, but special limitations CU – Conditional Use review required	CA1	Shopfront
Residential Categories		
Group Living [1]	L/CU	L/CU
Single-Unit Residential Household Living	N	N
Other Residential Household Living	P	L [2]
Commercial Categories		
Adult Business	N	N
Commercial Outdoor Recreation	N	N
Commercial Parking	N	N
Structured Parking	P	L [3]
Drive-through Facility	N	N
Major Event Entertainment	P	N
Office	P	P
Quick Vehicle Servicing	N	N
Retail Sales and Service	P	P
Mini-storage Facilities	N	N
Vehicle Repair	N	N
Industrial Categories		
High Impact Uses	N	N
Industrial Service	N	N
Manufacturing and Production	N	N

Railroad Yards	N	N
Warehouse and Freight Movement	N	N
Waste-related	N	N
Wholesale Sales	N	N
Institutional Categories		
Basic Utilities	P	N
Colleges [4]	L	L
Community Service	P	P
Daycare	P	P
Medical Center	N	N
Parks and Open Areas	N	N
Religious Institutions	P	P
Schools	P	P
Other Categories		
Agriculture	N	N
Aviation and Surface Passenger Terminals	N	N
((~~Detention Facilities~~))	((~~N~~))	((~~N~~))
Essential Public Facilities	CU	CU
Mining	N	N
Rail Lines and Utility Corridors	N	N
[1] Must comply with the regulations found in SMC 17C.190.100. [2] Residential uses are not permitted on the ground floor in Shopfront designated areas. [3] Structured parking is not permitted on the ground floor in Shopfront designated areas. [4] The accessory uses of housing, retail, and offices are permitted. Lecture halls, food halls, health and sports facilities, laboratories, and other accessory uses not specifically allowed are not permitted within the Hamilton Form-Based Code. Dormitory style housing must comply with the regulations found in SMC 17C.190.100 for group living.		

Section 9. That Section 17C.124.100 of the Spokane Municipal Code is amended to read as follows:

Section 17C.124.100 Downtown Zones Primary Uses

A. Permitted Uses – "P."
Uses permitted in the downtown zones are listed in Table 17C.124.100-1 with a "P." These uses are allowed if they comply with the development standards and other standards of this chapter.

B. Limited Uses – "L."
Uses allowed that are subject to limitations are listed in Table 17C.124.100-1 with an "L." These uses are allowed if they comply with the limitations as listed in the footnotes following the table and the development standards and other standards of this chapter. In addition, a use or development listed in Part 3 of this division, Special Use Standards, is also subject to the standards of those chapters.

C. Conditional Uses – "CU."
Uses that are allowed if approved through the conditional use review process are listed in Table 17C.124.100-1 with a "CU." These uses are allowed provided they comply with the conditional use approval criteria for that use, the development standards, and other standards of this chapter. Uses listed with a "CU" that also have a footnote number in the table are subject to the standards cited in the footnote. In addition, a use or development listed in Part 3 of this division, Special Use Standards, is also subject to the standards of those chapters. The conditional use review process and approval criteria are stated in chapter 17C.320 SMC, Conditional Uses.

D. Uses Not Permitted – "N."
Uses listed in Table 17C.124.100-1 with an "N" are not permitted. Existing uses in categories listed as not permitted are subject to the standards of chapter 17C.210 SMC, Nonconforming Situations.

((~~Table 17C.124.100-1 Downtown Zone Primary Uses~~ **~~(See Linked Document)~~**))

TABLE 17C.124.100-1
DOWNTOWN ZONE PRIMARY USES

Use is: **P** – Permitted **N** – Not Permitted **L** – Allowed, but special limitations **CU** – Conditional use review required	**DTC**	**DTG**	**DTU**	**DTS**
Residential Categories				
Group Living [1]	L/CU	L/CU	L/CU	L/CU
Residential Household Living	P	P	P	P
Commercial Categories				
Adult Business [2]	N	N	N	CU [2]
Commercial Outdoor Recreation	CU	CU	CU	CU
Commercial Parking	L [3]	L [3]	L[3]	L [3]
Drive-through Facility [4]	L[4]	L[4]	L[4]	L [4]
Major Event Entertainment	P	P	P	P

Office	P	P	P	P
Quick Vehicle Servicing	N	L [5,10]	L [5,10]	L [5,10]
Retail Sales and Service	L [6]	L [6]	L [6]	P
Mini-storage Facilities [9]	N	L [8,10]	L [8,10]	L [8,10]
Vehicle Repair	N	L [5,10]	L [5,10]	P
Mobile Food Vending	L[14]	L[14]	L[14]	L[14]
Industrial Categories				
High Impact Uses	N	N	N	N
Industrial Service	N	N	N	N
Manufacturing and Production	L [7,8,10]	L [7,8,10]	L [7,8,10]	L [7,8,10]
Railroad Yards	N	N	N	N
Warehouse and Freight Movement	L [7,8,10]	L [7,8,10]	L [7,8,10]	L [7,8,10]
Waste-related	N	N	N	N
Wholesale Sales	L [7,10]	L [7,10]	L [7,10]	L [7,10]
Institutional Categories				
Basic Utilities	P	P	P	P
Colleges	P	P	P	P
Community Service [11]	L/CU	L/CU	L/CU	L/CU
Daycare	P	P	P	P
Medical Centers	P	P	P	P
Parks and Open Areas	P	P	P	P
Religious Institutions	P	P	P	P
Schools	P	P	P	P
Other Categories				
Agriculture	N	N	N	N
Aviation and Surface Passenger Terminals	CU	CU	CU	CU
((~~Detention Facilities~~))	((~~N~~))	((~~N~~))	((~~N~~))	((~~N~~))
Essential Public Facilities	CU	CU	CU	CU
Mining	N	N	N	N
Rail Lines and Utility Corridors	CU	CU	CU	CU
Wireless Communication Facilities [12]	L/CU	L/CU	L/CU	L/CU

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Notes:
- The use categories are described in chapter 17C.190 SMC.
- Standards that correspond to the bracketed numbers [ ] are stated in SMC 17C.124.110.
- Specific uses and developments may be subject to the standards in Part 3 of this division, Special Use Standards.

Section 10. That Section 17C.130.100 of the Spokane Municipal Code is amended to read as follows:

Section 17C.130.100 Industrial Zones Primary Uses

A. Permitted Uses (P).

Uses permitted in the industrial zones are listed in Table 17C.130-1 with a "P." These uses are allowed if they comply with the development standards and other standards of this chapter.

B. Limited Uses (L).

Uses allowed that are subject to limitations are listed in Table 17C.130-1 with an "L." These uses are allowed if they comply with the limitations as listed in the footnotes following the table and the development standards and other standards of this chapter. In addition, a use or development listed in Part 3 of this division, Special Use Standards, is also subject to the standards of those chapters.

C. Conditional Uses (CU).

Uses that are allowed if approved through the conditional use review process are listed in Table 17C.130-1 with a "CU." These uses are allowed provided they comply with the conditional use approval criteria for that use, the development standards, and other standards of this chapter. Uses listed with a "CU" that also have a footnote number in the table are subject to the standards cited in the footnote. In addition, a use or development listed in Part 3 of this division, Special Use Standards, is also subject to the standards of those chapters. The conditional use review process and approval criteria are stated in chapter 17C.320 SMC, Conditional Uses.

D. Uses Not Permitted (N).

Uses listed in Table 17C.130-1 with an "N" are not permitted. Existing uses in categories listed as not permitted may be subject to the standards of chapter 17C.210 SMC, Nonconforming Situations.

Table 17C.130-1
Industrial Zones Primary Uses

Use is: P – Permitted; N – Not Permitted; L – Allowed, but with Special Limitations; CU – Conditional Use Review Required	LI Zone (Light Industrial)	HI Zone (Heavy Industrial)	PI Zone (Planned Industrial)
Residential Categories			
Group Living	L[1]	N	L[3]
Residential Household Living	L[2]	L[2]	L[3]
Commercial Categories			
Adult Business	L[4]	N	N
Commercial Outdoor Recreation	P	P	CU
Commercial Parking	P	P	P
Drive-through Facility	P	P	P
Major Event Entertainment	CU	CU	CU
Office	P	P	P
Quick Vehicle Servicing	P	P	P
Retail Sales and Service	L/CU[5]	L/CU[6]	L[7]
Mini-storage Facilities	L[8]	L[8]	L[8]
Vehicle Repair	P	P	P
Mobile Food Vending	L[12]	L[12]	L[12]
Industrial Categories			
High Impact Use	L[9]	L[9]	N
Industrial Service	P	P	P
Manufacturing and Production	P	P	P
Railroad Yards	CU	P	P
Warehouse and Freight Movement	P	P	P
Waste-related	CU	CU	CU
Wholesale Sales	P	P	P
Institutional Categories			
Basic Utilities	P	P	P
Colleges	P	N	L[10]
Community Service	P	N	N
Daycare	P	CU	L[10]
Medical Centers	P	N	L[10]
Parks and Open Areas	P	CU	P
Religious Institutions	P	N	N
Schools	P	N	L[10]
Other Categories			
Agriculture	P	P	P

Aviation and Surface Passenger Terminals	P	P	P
((~~Detention Facilities~~))	((~~CU~~))	((~~CU~~))	((~~CU~~))
Essential Public Facilities	CU	CU	CU
Mining	CU	CU	CU
Rail Lines and Utility Corridors	P	P	P
Notes: • The use categories are described in chapter 17C.190 SMC. • Standards that correspond to the bracketed numbers [ ] are specified in SMC 17C.130.110. • Specific uses and developments may be subject to the standards in Part 3 of this division, Special Use Standards. • Standards applicable to conditional uses are stated in chapter 17C.320 SMC.			

Section 11. That Section 17C.190.520 of the Spokane Municipal Code is hereby repealed.

Section 12. That Section 17C.190.530 of the Spokane Municipal Code is amended to read as follows:

Section 17C.190.530 Essential Public Facilities

A. Characteristics.

Essential Public Facilities are public facilities and privately-owned or operated facilities that are subject to a public service obligation and are typically difficult to site. Of these facilities, those that are of statewide or regional/countywide significance are subject to the Spokane County regional siting process for Essential Public Facilities. For essential public facilities of local significance that are not listed as specific uses, the planning and economic development services director will decide on a case-by-case basis what type of siting process is appropriate.

B. Accessory Uses.

Accessory uses include offices, meeting areas, food preparation areas, parking, health and therapy areas and exercise facilities.

C. Examples.

Examples include airports, state education facilities and state or regional transportation facilities as defined in RCW 47.06.140, state and local correctional facilities, solid waste handling facilities, and in-patient facilities including substance abuse facilities, mental health facilities, group homes and secure community transition facilities.

D. Exceptions.

1. Residential structures occupied by persons with disabilities requiring reasonable accommodations pursuant to the federal and state law are included in the Residential Household Living category (see SMC 17C.190.110).

2. Private property used for holding, detention, special detention, or correctional facilities, as defined in RCW 70.48.020, or private property in which persons are detained in custody under process of law pending the outcome of legal proceedings but are not used for punishment, correction, counseling, or rehabilitation following the conviction of a criminal offense, entity are not Essential Public Facilities and are prohibited in all zones. This prohibition shall not apply to:

   a) facilities expressly listed as Essential Public Facilities in RCW 36.70A.200;

   b) facilities detaining persons under RCW 71.09.020 (7) or (16); and

   c) facilities excluded under RCW 70.395.100.

Section 13. That Section 17C.320.080 of the Spokane Municipal Code is amended to read as follows:

Section 17C.320.080 Decision Criteria

Decision criteria for conditional uses are stated in SMC 17G.061.310. Those conditional uses with decision criteria in addition to that provided in SMC 17G.061.310 are listed below. Requests for conditional uses will be approved if the hearing examiner finds that the applicant has shown that all of the decision criteria have been met.

A. [Deleted]

B. Essential Public Facility.

For conditional use permits to site an essential public facility, the following additional criteria apply:

1. Before issuance of a conditional use permit, the applicant shall have complied with all applicable requirements for the siting of an essential public facility in accordance with state, regional and local mandates including the:

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a. Spokane County Regional Siting Process for Essential Public Facilities, and

b. administrative procedures adopted as part of the interlocal agreement regarding siting of essential public facilities within Spokane County.

2. Housing for persons with handicaps as defined under the Federal Fair Housing Act and children in the custody of the state, which housing includes "community facilities" as defined in RCW 72.05.020 and facilities licensed under chapter 74.15 RCW, are exempt from the Spokane County Regional Siting Process for Essential Public Facilities. Housing for juveniles held in county detention facilities or state juvenile institutions as defined in chapter 13.40 RCW is subject to the Spokane County Regional Siting Process for Essential Public Facilities.

3. Facilities of a similar nature must be equitably dispersed throughout the City.

4. Pursuant to RCW 70.395.030, no person, business, or state or local governmental entity shall operate a private detention facility within the state or utilize a contract with a private detention facility within the state, and thus a private detention facility is not eligible for a conditional use permit.

C. Secure Community Transition Facility.

For a conditional use permit to site a secure community transition facility the following additional criteria must be met:

1. Before issuance of a conditional use permit, the applicant shall have complied with all applicable requirements for the siting of an essential public facility in accordance with state, regional and local mandates, including the:

a. Spokane County Regional Siting Process for Essential Public Facilities, and

b. administrative procedures adopted as part of the interlocal agreement regarding siting of essential public facilities within Spokane County.

2. The siting of a secure community transition facility must comply with all provisions of state law, including requirements for public safety, staffing, security and training, and those standards must be maintained for the duration of the use.

3. A secure community transition facility should be located on property of sufficient size and frontage to allow the residents an opportunity for secure on-site recreational activities typically associated with daily needs and residential routines.

4. If state funds are available, the department of social and health services should enter into a mitigation agreement with the City of Spokane for training and the costs of that training with local law enforcement and administrative staff and local government staff, including training in coordination, emergency procedures, program and facility information, legal requirements and resident profiles.

5. The applicant must show that the property meets all of the above requirements and, further, if more than one site is being considered, preference must be given to the site furthest removed from risk potential activities or facilities.

D. Mining.

For a conditional use permit for a mining use, the following additional criteria apply:

1. The minimum site size shall be three acres.

2. The minimum setback shall be fifty feet from any property line; provided further, that such mining does not impair lateral or subjacent support or cause earth movements or erosions to extend beyond the exterior boundary lines of the mining site.

3. Mining operations and associated buildings shall be located at least four hundred feet from a residential zone.

4. An eight-foot site-obscuring fence shall be provided and maintained in good condition at all times on the exterior boundary of any portion of any site on which active operations exist and on the exterior boundary of any portion of the site which has been mined and not yet reclaimed.

5. Sound levels, as measured on properties adjacent to a mining site, shall conform to the provisions of WAC 173-60-040, Maximum Permissible Environmental Noise Levels, for noise originating in a Class C RDNA (industrial zone).

6. All mining and site reclamation activity shall be consistent with the Spokane Regional Clean Air Agency (SRCAA) air quality maintenance requirements.

7. A reclamation plan approved by the Washington state department of natural resources (DNR) shall be submitted with the conditional use application.

The plan shall be prepared consistent with the standards set forth in chapter 78.44 RCW. DNR shall have the sole authority to approve reclamation plans. Upon the exhaustion of minerals or upon the permanent abandonment of mining operations, the mined excavation must be rehabilitated or reclaimed consistent with the approved reclamation plan.

8. Upon the exhaustion of minerals or materials in the mining use or upon the permanent abandonment of the mining use, all buildings, structures, apparatus or appurtenances accessory to the mining operation shall be removed or otherwise dismantled. Abandonment shall be deemed to have occurred after one year of cessation of all extraction operations.

9. Reclamation shall be complete within one year after the mining operations have ceased or after abandonment of the mining use. The reclamation of the site shall be consistent with the department of natural resources approved site reclamation plan.

10. To provide for protection of groundwater and surface water, during and after operation, mining shall not be allowed to penetrate below an elevation ten feet above the highest known elevation of an aquifer within the Spokane Valley-Rathdrum Prairie Aquifer area.

11. The primary reduction and processing of minerals or materials are high impact uses. These uses include, but are not limited to, concrete batching, asphalt mixing, rock crushing, brick, tile and concrete products manufacturing plants, and the use of accessory minerals and materials from other sources necessary to convert the minerals or materials to marketable products. These uses shall be located a minimum of six hundred feet from the boundary of a residential or commercial zone.

12. The monitoring and clean-up of contaminants shall be ongoing. The mine operator shall comply with all existing water quality monitoring regulations of the Washington state department of ecology and the Spokane county regional health district.

E. Retail Sales and Service Uses within Industrial Zone.

For a conditional use permit for a retail sales and service use in an industrial zone, the following additional criteria apply:

1. The use shall serve primarily other businesses and the use will contribute to the enhancement of the industrial character of the area and further the purpose of the industrial zone.

F. Institutional and Other Uses in Residential Zones.

These approval criteria apply to all conditional uses in RA through RHD zones. The approval criteria allows institutional uses (including expansions of existing facilities), allows increases to the maximum occupancy of group living, and permits other non-residential household living uses in a residential zone. These types of uses must maintain or do not significantly conflict with the appearance and function of residential areas. The approval criteria are:

1. Proportion of Residential Household Living Uses.

   The overall residential appearance and function of the area will not be significantly lessened due to the increased proportion of uses not in the residential household living category in the residential area. Consideration includes the proposal by itself and in combination with other uses in the area not in the residential household living category and is specifically based on the:

   a. number, size and location of other uses not in the residential household living category in the residential; and

   b. intensity and scale of the proposed use and of existing residential household living uses and other uses.

2. Physical Compatibility.

   a. The proposal will be compatible with adjacent residential developments based on characteristics such as the site size, building scale and style, setbacks and landscaping; or

   b. The proposal will mitigate differences in appearance or scale through such means as setbacks, screening, landscaping and other design features.

3. Livability.

   The proposal will not have significant adverse impacts on the livability of nearby residential zoned lands due to:

   a. noise, glare from lights, late-night operations, odors and litter; and

   b. privacy and safety issues.

4. Public Services.

   a. The proposed use is in conformance with the street designations of the transportation element of the comprehensive plan.

b. The transportation system is capable of supporting the proposed use in addition to the existing uses in the area. Evaluation factors include:

i. street capacity, level of service and other performance measures;

ii. access to arterials;

iii. connectivity;

iv. transit availability;

v. on-street parking impacts;

vi. access restrictions;

vii. neighborhood impacts;

viii. impacts on pedestrian, bicycle and transit circulation;

ix. safety for all modes; and

x. adequate transportation demand management strategies.

c. Public services for water supply, police and fire protection are capable of serving the proposed use, and proposed sanitary waste disposal and stormwater disposal systems are acceptable to the engineering services department.

G. Alternative or Post Incarceration Facilities – Group Living.

These criteria apply to group living uses that consist of alternative or post incarceration facilities in the RA through the RHD zones.

1. Physical Compatibility.

a. The proposal will preserve any City-designated scenic resources; and

b. The appearance of the facility is consistent with the intent of the zone in which it will be located and with the character of the surrounding uses and development.

2. Livability.

The proposal will not have significant adverse impacts on the livability of

nearby residential-zoned lands due to:

a. noise, glare from lights, late-night operations, odors and litter; and

b. privacy and safety issues.

3. Public Services.

a. The proposed use is in conformance with the street designations in the transportation element of the comprehensive plan.

b. The transportation system is capable of supporting the proposed use in addition to the existing uses in the area. Evaluation factors include:

i. street capacity, level of service or other performance measures;

ii. access to arterials;

iii. connectivity;

iv. transit availability;

v. on-street parking impacts;

vi. access restrictions;

vii. neighborhood impacts;

viii. impacts on pedestrian, bicycle and transit circulation; and

ix. safety for all modes; and

c. Public services for water supply, police and fire protection are capable of serving the proposed use, and proposed sanitary waste disposal and stormwater disposal systems are acceptable to the engineering services department.

4. Safety.

The facility and its operations will not pose an unreasonable safety threat to nearby uses and residents.

((~~H. Detention Facilities.~~))

((~~These approval criteria ensure that the facility is physically compatible with the area~~

~~in which it is to be located and that the safety concerns of people on neighboring properties are addressed. The approval criteria are:~~

~~1. Appearance.~~
~~The appearance of the facility is consistent with the intent of the zone in which it will be located and with the character of the surrounding uses and development.~~

~~2. Safety.~~
~~The facility and its operations will not pose an unreasonable safety threat to nearby uses and residents.~~

~~3. Public Services.~~

~~a. The proposed use is in conformance with the street designations shown in the transportation element of the comprehensive plan.~~

~~b. The transportation system is capable of supporting the proposed use in addition to the existing uses in the area. Evaluation factors include:~~

~~i. street capacity, level of service or other performance measures;~~

~~ii. access to arterials;~~

~~iii. connectivity;~~

~~iv. transit availability;~~

~~v. on-street parking impacts;~~

~~vi. access restrictions;~~

~~vii. neighborhood impacts;~~

~~viii. impacts on pedestrian, bicycle and transit circulation; and~~

~~ix. safety for all modes; and~~

~~c. Public services for water supply, police and fire protection are capable of serving the proposed use, and proposed sanitary waste disposal and stormwater disposal systems are acceptable to the engineering services department.~~))

((~~I~~)) H. Master Campus Plan.

These approval criteria apply to hospitals, colleges and universities, religious institutions and government complexes that develop in a campus setting. The purpose of master campus plan is to recognize the long-range development plans of those institutions and allow for a single integrated review of a campus development plan while allowing for a comprehensive review of facilities serving the site and impacts on neighboring residential areas. Through the master campus plan, these entities prepare master plans for their entire campus to facilitate orderly growth of the institution and assure its compatibility with the surrounding neighborhood.

1. Eligibility.
All property owned or controlled by a major institution, including all property owned or controlled by the major institution within one-half mile of the primary site. Adjoining property owners may also agree to be included in the master campus plan if the use of their property is functionally related to the institution.

2. Submittal Requirements.
In addition to the submittal requirements for a Type III application, a master plan of the proposed campus is required to be submitted. The master plan is a long range development plan that would show the long range intent for building locations, uses, circulation, parking, landscape detail, lighting and treatment of the perimeter of the campus area.

3. Approval Criteria.

a. Physical Compatibility.

i. The proposal will be compatible with adjacent residential developments based on characteristics such as the site size, building scale and style, setbacks and landscaping; or

ii. The proposal will mitigate differences in appearance or scale through such means as setbacks, screening, landscaping and other design features.

b. Livability.
The proposal will not have significant adverse impacts on the livability of nearby residential zoned lands due to:

i. noise, glare from lights, late-night operations, odors and litter; and

ii. privacy and safety issues.

4. Development Permits.
After a master campus plan is approved, the institution may then make such improvements as are consistent with the master plan, with only normal

development permits being required.

5. Master Plan Amendment.
   It is expected that the master campus plan will undergo modification. Such modifications may involve the expansion or relocation of the campus boundary, alteration/addition of uses or other changes. Master plan amendments shall be reviewed as a Type III permit application, subject to the same procedural requirements or as prescribed in subsection (I)(6) of this section.

6. Master Campus Plan Minor Adjustments.
   In the issuance of building permits for construction within an approved major campus plan, minor adjustments to the plan may be made consistent with the provisions of SMC 17G.061.150.

((J)) I. Office.

These approval criteria apply to offices allowed as a conditional use permit in the RMF and RHD zones.

1. Uses in the Office land use category of SMC 17C.190.250 may be allowed by a Type III conditional use permit approval in the RMF and RHD zone subject to the following criteria:

   a. The property must have frontage on a principal arterial.

   b. The subject property is adjacent to or immediately across the street from an existing commercial zone.

   c. Uses permitted in the Office land use category may not be developed to a depth greater than two hundred fifty feet.

   d. Ingress and/or egress onto a local access street are not permitted unless the City traffic engineer determines that there is no alternative due to traffic volumes, site visibility and traffic safety.

   e. All structures shall have size, scale, and bulk similar to residential uses as provided in SMC 17C.111.500, Institutional Design Standards.

   f. The development standards of the underlying zone shall apply to the use.

   g. Drive-thru facilities are prohibited, except as allowed by the hearing examiner.

Section 14. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of

competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 15. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 16. Emergency Clause. The City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 01.01.080 SMC and Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

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Agenda Sheet for City Council: **Committee:** Finance & Administration **Date:** 02/23/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	2/18/2026
		Clerk's File #	
		Cross Ref #	
Council Meeting Date: 03/16/2026		**Project #**	
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	ZZAPPONE		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ORDINANCE RELATED TO THE SALARY REVIEW COMMISSION		

Agenda Wording

An ordinance related to the Salary Review Commission; amending sections 02.05.040 and 02.05.050; and repealing 02.05.070 of the Spokane Municipal Code.

Summary (Background)

The Salary Review Commission is charged with reviewing and establishing the salaries of the mayor, council president and city council members. Per municipal code, a decision by the Salary Review Commission to change the salary of mayor, council president or city council members is filed by the commission with the City Clerk by May 31st and incorporated into the City budget without further action of the City Council or Salary Commission. This ordinance changes the date when the Salary Review Commission decision must be filed with the City Clerk from May 31st to August 30th to provide adequate time for the Commission to be appointed, staffed, and complete its duties. This ordinance also makes small technical code corrections.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

Section 7 of the City Charter SMC 02.05 - Salary Review Commission

Council Subcommittee Review

N/A

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM		
Division Director			
Accounting Manager			
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List	

ORDINANCE NO. C - _____

An ordinance related to the Salary Review Commission; amending sections 02.05.040 and 02.05.050; and repealing 02.05.070 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 02.05.040 of the Spokane Municipal Code is amended to read as follows:

Section 02.05.040 Duties

A. It is the goal of the commission to base salaries of the mayor, council president, and council members on realistic standards so that the elected officials may be paid according to the duties of their offices and so that citizens of the highest quality may be attracted to public service. The commission shall have the duty to review and establish the salary of the mayor, council president, and council members. The commission shall study the relationship of total cost of compensation to the duties of ~~the~~ mayor, council president, and council members.

B. A decision by the commission to change the salary of the mayor, council president or city council members, shall be filed by the commission with the ((~~city clerk~~)) City Clerk by ((~~May 31st~~)) August 30th, shall be final and shall become effective and incorporated into the ((~~city~~)) City budget without further action of the ((~~city council~~)) City Council or ((~~salary commission~~)) Salary Review Commission.

    1. Any change of salary, by the commission shall supersede any ordinance or resolution in effect at the time the salaries are changed but only to the extent of such conflict.

C. Salary increases established by the commission for the mayor, council president, and council members shall be effective on the first pay period of the year following the decision of the commission and shall apply to the mayor, council president, and all city council members regardless of their terms of office.

D. Salary decreases established by the commission shall become effective as to an incumbent mayor, council president, or council member at the commencement of their next subsequent terms of office.

Section 2. That Section 02.05.050 of the Spokane Municipal Code is amended to read as follows:

Section 02.05.050 Operations of Commission

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A. The commission may establish its own rules of procedures consistent with the Spokane Municipal Code and state law, which shall include a meeting schedule.

B. The commission shall ((~~annually~~)) elect a chair and vice chair from its members.

C. All meetings of the commission shall be open to the public.

    1. At least one of the meetings shall include a public hearing held prior to the commission issuing a decision regarding the establishment of salaries in order to provide an opportunity for the public and the affected elected officials to address the commission.

D. The commission shall meet to review the salary schedules of the mayor, council president, and council members, during even numbered years and may meet more frequently on their own initiative or by a motion of the city council.

    ((~~1. Decisions of the commission regarding an increase or decrease in the salary schedule shall be filed by the commission with the city clerk by May 31st.~~))

E. In determining the salaries for the mayor, council president, and council members, the commission shall solicit information regarding the elected officials' duties and responsibilities. The commission shall utilize best-practice methodology for determining the elected official's salary giving consideration to data and other information gathered by the City's Human Resources Department and Finance and Administration Division and presented to the commission. The commission shall also consider each year information regarding cost of living adjustments (COLA), including the COLA provided by the City to the Managerial and Professional Association in its collective bargaining agreement. Prior to the commission issuing a salary schedule, the commission may request additional financial information and other relevant data from the appropriate ((~~city~~)) City division or department.

F. Three members of the commission shall constitute a quorum, and the affirmative vote of three members shall be required to approve a salary schedule for the mayor, council president, and council members, as well as all other matters of the commission.

G. The commission shall keep a written record of its proceedings, which shall be a public record in accordance with state law.

    1. The commission shall provide written documentation forming the basis for the salary schedule.

H. The commission shall be assisted in performing its duties by staff members; one budget staff member from the city council office and one staff member from the

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((~~human resources department~~)) Human Resources Department assigned by the ((~~city~~)) City administration and the City Council. The staff members will research, review, and provide current data to the commission about any proposed salary adjustment and may also make recommendations to the commission based on their research.

Section 3. That Section 02.05.070 of the Spokane Municipal Code is hereby repealed.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 5. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

DRAFT

RESOLUTION NO. 2026-0015

A resolution identifying and establishing the Spokane City Council's 2026 priorities for the use of HEART funding collected under the HEART sales and use tax for housing and housing related supportive services.

WHEREAS, the Spokane City Council adopted Ordinance C35982 in 2020 establishing a sales and use tax for housing and housing related supportive services, as authorized in 2019 by the Washington State Legislature via House Bill 1590, now codified as RCW 82.14.530; and

WHEREAS, Ordinance C35982 also established Council's funding priorities and established the Housing Action Subcommittee as an advisory committee to review applications and provide recommendations to the City Council on the use of 1590 funds derived from the tax and periodically report on the effectiveness of the allocation of those dollars; and

WHEREAS, the Spokane City Council passed Ordinance C36732 in 2025, which repealed the previously established funding priorities as set forth by Council in 2020 and in 2023 and codified in SMC 08.07C.030(C); and

WHEREAS, Ordinance C36732 renamed the 1590 fund as the "HEART Fund"; and

WHEREAS, Ordinance C36732 updated the mechanism for annually identifying and establishing Council's funding priorities for HEART funds by providing that Council is to adopt a resolution, no later than March 1 of each year, identifying any objective priority or priorities the Council seeks to achieve by projects and services recommended for award of HEART funds; and

WHEREAS, the Spokane City Council intends to set forth their 2026 funding priorities for the sales and use tax for HEART funds in this resolution; and

WHEREAS, the Spokane City Council directs that all Requests For Proposals and subsequent distributions of HEART funds reflect *all* legally eligible uses of HEART funding, that encourages any project or service applying for funding to apply for any eligible use as defined in SMC 08.07C.030 and consistent with RCW 82.14.530 (2); and

WHEREAS, SMC 08.07C.030 states that a minimum of seventy percent (70%) of the revenue collected under the HEART tax annually shall be used for the following

purposes, with a specific preference for occupant ownership of housing units, including, without limitation, cooperatively-owned multi-family projects:

1. Grants, loans, or projects to construct or acquire affordable housing, which may include emergency, transitional, and supportive housing and new units of affordable housing within an existing structure, and facilities providing housing-related services or acquiring land for these purposes; or
2. Grants, loans, or projects to construct or acquire behavioral health-related facilities, or acquiring land for these purposes; or
3. Funding the operations and maintenance costs of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers.
4. The affordable housing and facilities providing housing-related programs in 08.07C.030(A)(1) may only be provided to persons within any of the following population groups whose income is at or below sixty percent of the median income of Spokane County:
    a. Persons with behavioral health disabilities; or
    b. Veterans;
    c. Senior citizens;
    d. Persons who are homeless or at-risk of being homeless, including families with children;
    e. Unaccompanied homeless youth or young adults;
    f. Persons with disabilities; or
    g. Domestic violence survivors; and

WHEREAS, the remainder of the moneys collected under the HEART tax must be used for:

1. The operation, delivery, or evaluation of mental and behavioral health treatment programs and services or housing-related services, with the overall objective of helping to maintain housing stability, or
2. The Legal Services and Relocation Fund, in the amounts and for the purposes set forth in section 07.08 158 of the Spokane Municipal Code;

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council does set forth, identify and establish its Fiscal Year 2026 HEART funding priorities, and directs that all

eligible uses of HEART funds to be included in any Requests for Proposals, and, to the extent feasible, all of these priorities be reflected in the subsequent distributions of HEART funds.

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

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

City of Spokane

CONSULTANT AGREEMENT

Title: CITY COUNCIL ORGANIZATIONAL ANALYSIS

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **MATRIX CONSULTING GROUP, LTD.**, whose address is 1875 Grant Street, Suite 960, San Mateo, California 94402, as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide an Organizational Analysis of the City Council for the City of Spokane; and

WHEREAS, the Consultant was selected from IFRP 6486-26 issued by the City.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on March 10, 2026, and ends on March 10, 2027, unless amended by written agreement or terminated earlier under the provisions. Agreement is renewable upon mutual agreement for two (2) additional one (1) year terms for a maximum of three (3) years term, at mutual agreement.

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

3. SCOPE OF WORK.
The General Scope of Work for this Agreement is described in Consultant's Bid Response Summary and Proposal to Informal Request For Proposal #6486-26 dated January 20, 2026, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

4. COMPENSATION.
Total compensation for Consultant's services under this Agreement shall not exceed **SIXTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($64,500.00)**, plus tax if applicable and in accordance with the Cost Proposal in Exhibit B. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.
The Consultant shall submit its applications for payment to City of Spokane City Council Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES
The reimbursables under this Agreement are to be included and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
B. Subconsultant invoices will be billed using verified hours from subconsultant invoices and the T&M rates from Exhibit B.
C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
D. **Airfare**: Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts <u>are not</u> required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard

car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).

I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.

J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.

C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.
The Consultant shall indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage to the extent caused by the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

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

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

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

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

D. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it

returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

13. AUDIT.
Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.
A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.
The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

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

17. CITY ETHICS CODE.
A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than $25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.
Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.
Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care

applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

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

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the

Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or

Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall

have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

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

L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

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

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

MATRIX CONSULTING GROUP, LTD.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments to this Contract:
Exhibit A – Certificate Regarding Debarment
Exhibit B – Consultant's Response to Informal Request for Proposal dated January 20, 2026

26-040

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

EXHIBIT B

Bid Response Summary

Bid Number	IRFP 6486-26
Bid Title	City Council Organizational Analysis
Due Date	Tuesday, January 20, 2026 11:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Matrix Consulting Group, Ltd.
Submitted By	Alan Pennington - Monday, January 19, 2026 10:25:19 AM [(UTC-08:00) Pacific Time (US & Canada)] proposals@matrixcg.net 650-858-0507
Comments	

Question Responses

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	1
	2	Proposer agrees and acknowledges that Request for Proposals document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer confirms meeting the minimum qualifications as identified in Paragraph 1.3 “Minimum Qualifications”.	AGREED AND ACKNOWLEDGED
	4	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
	5	Proposer agrees and acknowledges compliance with Terms and Conditions document in the document(s) section. If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as “Exception to Terms and Conditions”. The City will consider and determine if exception will be accepted.	AGREED AND ACKNOWLEDGED
	6	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as “Proprietary”. See “Proprietary Information/Public Disclosure” Paragraph for public record requirements.	AGREED AND ACKNOWLEDGED
	7	Proposer has included Letter of Submittal with Proposal combined in one document per Section 3 "Proposal Content" instructions.	AGREED AND ACKNOWLEDGED

	8	Provide the name, phone number and email address for point of contact person regarding this Proposal.	ALAN D. PENNINGTON President, Matrix Consulting Group, Ltd. 650-858-0507 apennington@matrixcg.net
	9	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	ALAN D. PENNINGTON President, Matrix Consulting Group, Ltd. 650-858-0507 apennington@matrixcg.net
DOCUMENTS TO UPLOAD:			
	1	Upload Request for Proposals Response (Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	Spokane City Council eProposal.pdf
	2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	IRFP #6486-26 Addendum #1 (2).pdf
	3	Upload any other documents required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	
	4	Upload any other documents required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	

PROPOSAL TO CONDUCT A CITY COUNCIL ORGANIZATIONAL ANALYSIS

JANUARY 20, 2026

SPOKANE, WASHINGTON

MATRIX
CONSULTING GROUP

MATRIX CONSULTING GROUP

Thea Prince, Senior Procurement Specialist
Purchasing Department
City of Spokane
915 N. Nelson St.
Spokane, Washington 99202

Dear Ms. Prince,

Matrix Consulting Group, Ltd. is pleased to present this proposal to conduct an Organizational Analysis of the City Council for the City of Spokane. Our proposal is based on a review of the City's RFP, our experience conducting similar projects nationwide, and our prior work with the City of Spokane. Our qualifications to work with the City on this project are summarized below:

- **Extensive Relevant Experience:** Since its founding in 2003, our firm has conducted over 100 organization-wide studies and almost 2,000 departmental studies. As a result, we have extensive experience working with City Councils and developing policies and procedures. This experience is described in the *Management Proposal* section of this document.
- **Prior work with the City of Spokane and elsewhere in the State of Washington.** We are familiar with the State of Washington, having recently worked on projects in Anacortes, Issaquah, Redmond, Richland, Sammamish, Spokane County, Spokane Valley, Thurston County, and others. We have completed various projects for the City of Spokane, including a Citywide Study, Police Fleet, Public Safety Overtime, and Maintenance Management studies.
- **Tailored Services to Meet Your Unique Organizational Needs:** Matrix Consulting Group understands that each organization has a distinct culture, service portfolio, and service-level expectations. We develop a highly customized approach and services for each client designed to support and advance your goals and objectives.
- **A Highly Experienced Analytical Team**: We have proposed a highly experienced project team comprising individuals who have previously served in local government in legislative and executive roles, as well as career consultants with experience conducting hundreds of similar studies.

The following information has been provided in accordance with RFP Section 3.2: *Letter of Submittal*:

A. **Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom the contract would be written.**

Matrix Consulting Group, Ltd.
1875 S. Grant Street, Suite 960
San Mateo, CA 94402
(650) 858-0507 | proposals@matrixcg.net

B. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the Firm would operate.

We are a California corporation incorporated in 2003. We are headquartered in San Mateo and have regional offices nationwide. Members of the proposed project team work are based in Illinois, Utah, Colorado, and California.

C. Identification of any current or former employees from the participating Agencies employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.

Not applicable.

D. Confirmation that the firm meets minimum qualifications as identified in Paragraph 1.3 "Minimum Qualifications".

We are licensed to conduct business in the State of Washington (UBI 602-707-253).

E. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the Agencies.

We are willing and able to comply with all terms and conditions, except for the insurance requirement for coverage of owned automobiles. Our firm does not own automobiles; as such, we cannot provide coverage for this. Our insurance otherwise complies with the contract requirements, and we request an exception for this minor issue.

As the firm's President, I am authorized to represent the firm contractually and execute any service agreement. I can be reached at the address and phone number above or via email at apennington@matrixcg.net.



ALAN D. PENNINGTON

President, Matrix Consulting Group, Ltd.

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TECHNICAL PROPOSAL

This section presents our understanding of the City's requirements, followed by a comprehensive overview of our proposed approach, methodology, and work plan.

A. PROJECT UNDERSTANDING

The scope of this project includes conducting an independent evaluation of the City Council Office to assess its staffing structure, roles and responsibilities, internal operational practices, and workload, and developing a Council Office Handbook. The evaluation will be informed by interviews, operational review, and benchmark comparisons. This will result in clear, resource-conscious recommendations to strengthen organizational structure, workload management, accountability, and overall effectiveness, along with the development of a Council Office Handbook defining roles, protocols, performance expectations, organizational structure, and expected services and outcomes.

B. DETAILED WORK PLAN

GENERAL PROJECT APPROACH

Our consulting philosophy is to deliver a customized approach to address our clients' unique issues. Findings and solutions are presented in a fact-based manner, utilizing our proven methodologies and analytical techniques as summarized in the following graphic:

1. A principal of the firm is involved in every aspect of each study. For this engagement, Alan Pennington, President, will serve in this role.
2. We approach our projects by gaining a firm grounding in formal and fact-based analytical methodologies.
3. Our projects have extensive input and interaction between the consultants and our clients' staff, management, policy makers, and external stakeholders.
4. We provide our clients not only with the right answers but also with practical solutions for implementing change.
5. We engage regularly with our clients to ensure that the project remains on time, the schedule is maintained, and we are accessible when needed.

PROJECT MANAGEMENT AND QUALITY CONTROL

We strongly believe in managing each consulting engagement effectively and applying formal project management techniques, which include:

- Use **project management software** to create timelines, track utilization, and communicate.
- The project team's and client's expectations and results are managed weekly through **formal project schedules and reporting tools**.
- All project work activities are defined in advance and tied to each project team member, deliverables, schedule, and budget.
- The project manager and lead analysts develop general and **project-specific data collection plans and interview guides** for all our staff.
- At project initiation, we will schedule ongoing **progress meetings** with the project steering committee and other key stakeholders, as needed, to review interim deliverables and findings as they are developed. This collaborative approach throughout the engagement ensures there are no surprises and maximizes buy-in at all levels.
- The **project manager designs and personally reviews all interim and final products** before they are delivered to the client.

These project management approaches enable us to deliver all our projects on time and at a high level of quality. All our projects are completed within budget – we have **never** asked for additional budget to complete the proposed scope of work. We are known for the depth and insight of our analysis and our responsiveness to clients.

WORK PLAN

The following outlines the scope of work to complete this engagement:

TASK 1: CURRENT STATE ASSESSMENT

To effectively evaluate the operations and support structure of the City Council Office, the project team will first develop a clear understanding of the factors shaping legislative needs within the Council-Mayor form of government. This will include an assessment of the City Council's statutory responsibilities and how those responsibilities are supported by non-elected Council Office Staff.

The analysis will recognize the City Council's role as the City's legislative body and its relationship to the executive branch, while remaining focused on operational effectiveness, workload sustainability, and appropriate use of limited resources within the Council Office. This will include the Matrix Consulting Group team completing and coordinating the following action items:

- Conduct confidential, in-person interviews with City Council Members, Council Office Staff, and key stakeholders to understand service goals, legislative priorities, workload demands, time commitments, coordination challenges, confidentiality considerations, and the effectiveness of existing policies, procedures, internal controls, and performance management practices.

- Data collection to gather pertinent, documented information to establish a baseline understanding of workload and operational practices.
- Perform a review of the Council Office's organizational structure, staffing, reporting relationships, and operational practices, including documentation of roles, classifications, workload distribution, qualifications, compensation, and budget allocations over multiple fiscal years.
- Review the use of technology, external support services, and contracted resources that supplement Council Office operations, and document key processes as needed to illustrate how legislative support work is performed and resources are deployed.

Once these activities are complete, the project team will prepare a descriptive summary profile that presents our understanding of the City Council Office's current organization, staffing, operational practices, performance standards, and annual costs. The profile will be circulated among the Council Office project team for comment to ensure the accuracy of our understanding prior to finalization.

TASK 1 RESULT

The deliverable of this task is a Current State Assessment that outlines organizational structure, individual roles, resource allocation, and service delivery approach.

TASK 2: BEST MANAGEMENT PRACTICES AND BENCHMARK COMPARATIVE

During this task, the project team will focus on two primary elements: a best practices evaluation of the City Council Office's legislative support operations and a structured assessment of comparable jurisdictions. Together, these elements will provide both an objective assessment of current performance and an external reference point to inform improvement opportunities.

BEST MANAGEMENT PRACTICES ASSESSMENT

Evaluating operations against best management practices provides an objective framework for assessing performance, identifying gaps, and highlighting opportunities for improvement. This approach helps ensure that organizational structures, processes, and resources are aligned with professional standards, legal requirements, and the City's long-term governance and service delivery goals, while supporting consistent, transparent, and accountable operations.

The best management practices used for comparison will be grounded in the project team's experience with effective legislative organizations in Washington and nationwide, and will be supported by recognized industry benchmarks and professional standards. These practices will draw on applicable federal and state guidance, municipal legislative authorities, and leading organizations such as the United States Conference of Mayors, International City/County Management Association, the National League of Cities, and other professional and policy groups with expertise in Council–Mayor forms of government.

BENCHMARK COMPARISONS

Matrix Consulting Group would also conduct a comparative survey to evaluate the City Council Office's processes and staffing allocations relative to those of comparable Washington municipalities, specifically, or of municipalities in the Pacific Northwest generally. The methodology and approach to be utilized in this process will include the following:

- Coordinate with the Council Office project team to identify and select cities for comparison based on population similarity or proximity, comparable legislative support functions, and recognition for high-quality, best-in-class governance and service delivery practices.
- Conduct a structured comparison with similar jurisdictions to evaluate staffing models, workload expectations, service levels, and performance measures for legislative support functions.
- Analyze differences between the City Council Office and practices to identify strengths, gaps, and opportunities for operational and organizational improvement.

Findings from the Best Management Practices evaluation and comparisons will be integrated to inform targeted organizational and staffing recommendations and to provide a clear, practical foundation for strengthening the City Council Office's operations, efficiency, and overall performance.

TASK 2 RESULT

The deliverable for this task would be an evaluation of the City Council Office against best practices and other comparable cities.

TASK 3: STAFFING, WORK PROCESSES, AND SYSTEMS EVALUATION

This task is a critical step in ensuring that the City Council Office is appropriately structured, staffed, and managed to effectively and sustainably support its legislative role. Evaluating work processes, management systems, and staffing levels clarifies how time, effort, and resources are currently deployed and whether those resources align with statutory responsibilities, service expectations, and the realities of a Council operating under a strong-mayor form of government. This assessment helps identify where workloads may be misaligned, where management systems can be strengthened, and where organizational design or staffing adjustments can improve efficiency, accountability, and service delivery without increasing costs.

The process will involve a structured review of how legislative work is organized, supported, tracked, and managed across the Council Office. The analysis will assess whether supervisory structures, staffing levels, technology, and internal practices are well aligned with workload demands and evolving legislative priorities. It will also examine recruitment, retention, training, and succession-planning practices to ensure operational continuity and institutional knowledge. Together with findings from earlier tasks, this work will provide the foundation for practical recommendations on optimal staffing levels, work practices, and management systems that strengthen legislative support functions and improve the effective use of staff resources.

As part of this task, the project team will complete the following:

- Evaluate the time and effort required of elected officials and staff to fulfill core legislative responsibilities, including an analysis of current levels of Council Office staff support.
- Assess how staffing levels and organizational design support core legislative functions, including agenda preparation, ordinance and resolution development, constituent services, committee and meeting support, budget deliberations, proactive Council initiatives, and other statutory duties.
- Review how legislative items are planned, scheduled, and prepared for City Council meetings, including the timing and level of staff involvement in agenda development and legislative support.
- Evaluate the time and effort required of individual Council Members to carry out core legislative duties and how staff support contributes to those efforts.
- Assess how legislative support work is tracked, reported, and monitored, including workload reporting by role or function and the methods used to assign work based on complexity, time requirements, and staff experience.
- Identify performance measures related to timeliness, volume, and effort associated with key legislative support tasks, and assess how management uses available data to inform decisions and manage workloads.
- Review the availability and appropriate use of specialized or supplemental services that support Council operations.
- Assess organizational support practices, including quality control processes, internal coordination, supervision, spans of control, and accountability mechanisms.
- Evaluate staff recruitment, retention, training, professional development, and cross-training practices, including the presence of succession planning efforts to support flexibility, continuity of operations, and sustainable workloads.
- Review the effectiveness of current and planned systems and technologies in supporting legislative operations, and identify opportunities to streamline processes or improve efficiency through process reengineering or enhanced technology use.
- Evaluate the overall organizational structure and reporting relationships within the Council Office, including whether opportunities exist to realign responsibilities or selectively use external support to enhance service delivery.

The completion of this task will enable the project team to develop well-supported recommendations on staffing levels, organizational structure, work processes, and management practices that improve efficiency, sustainability, and support for the City Council's legislative functions, while identifying practical opportunities to strengthen work practices and improve the effective utilization of staff resources.

TASK 3 RESULT

The deliverable of this task is to provide the foundation for targeted, data-driven recommendations to improve how the City Council Office is structured, staffed, and managed, so it can more efficiently and effectively support legislative functions.

TASK 4: DEVELOPMENT OF THE OFFICE FUNCTIONAL HANDBOOK

In this task, the project team would develop a comprehensive City Council Office Functional Handbook that documents and formalizes roles, responsibilities, and operational expectations for Council Members and Council Office Staff. The handbook serves as a practical, user-focused reference that supports consistency, accountability, and operational continuity.

The Office Functional Handbook is informed by findings from the organizational assessment, interviews, workload analysis, and benchmark review completed in earlier tasks. It will reflect how the City Council Office operates in practice while aligning roles and procedures with applicable legal requirements, professional standards, operational goals, culture, and resource constraints. Development of the handbook will include ongoing coordination with the Council Office project team to ensure the content is accurate, practical, and aligned with desired outcomes. The handbook is to be structured similarly to leading models, such as the City of Seattle's Central Staff Roles and Services Report, and tailored to Spokane's governance structure, organizational culture, and operational needs.

The Handbook will include the following core components:

- Clear definitions of primary and secondary roles for Council Members and Council Office staff.
- Internal workload protocols, including policies, procedures, and standard operating practices for work assignment, coordination, and reporting.
- Recommended updates to protocols where gaps, inconsistencies, or duplicative efforts are identified to improve consistency and efficiency.
- A standardized performance evaluation framework, including core expectations, evaluation criteria, and adaptable templates.
- An organizational chart reflecting reporting relationships, functional alignment, and lines of accountability.
- Practical examples of services and expected outcomes for each Council Office position to support alignment with legislative priorities and day-to-day operations.

The completed handbook will be designed as an internal management and orientation tool that supports onboarding, training, performance management, and long-term operational sustainability. It will provide the City Council with a documented framework that reinforces shared expectations, supports effective legislative functions, and strengthens overall operations.

TASK 4 RESULT

This task will produce a comprehensive City Council Office Functional Handbook that clearly defines roles, responsibilities, protocols, performance expectations, and organizational structure.

TASK 5: FINAL REPORT AND IMPLEMENTATION PLAN

Once the City Council Office evaluation is complete, we will document our findings and recommendations in draft and final reports. This report will include:

- A detailed evaluation of the City Council Office's organizational structure, operational practices, management systems, and staffing levels, including targeted recommendations to improve efficiency, workload management, accountability, coordination, workplace culture, and overall office performance within available resources.
- Organizational and staffing recommendations to strengthen role clarity, reporting relationships, and workload distribution across functions.
- Assessment of technology and information management practices supporting legislative workflows, workload tracking, and reporting, including improvement opportunities.
- Service level and performance evaluation, identifying gaps between desired outcomes and current practices, and how staffing impacts results.
- A practical implementation plan outlining action items, timelines, and estimated resource or fiscal impacts.
- Final versions of all interim deliverables, including the current state assessment, best management practices evaluation, benchmark comparison, and the Office Functional Handbook.

The final report is made available for review in draft form. Once this review is complete and input is received, the project team will review all feedback, edit the report, and finalize it. A presentation of the final report will be made to the City Council as desired.

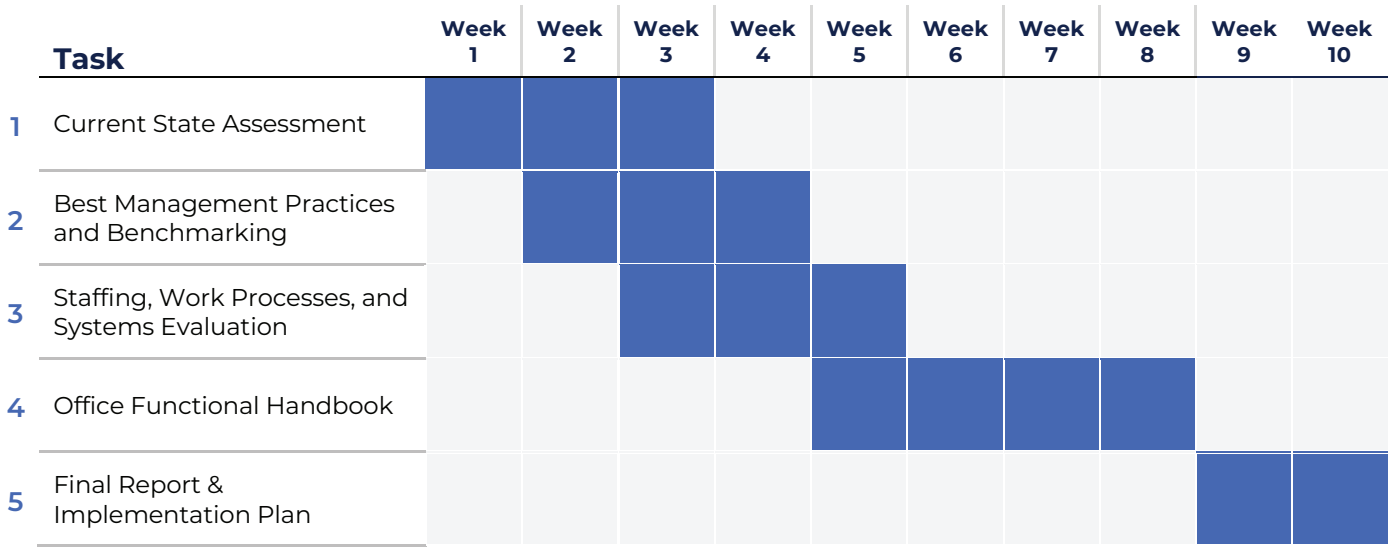
TASK 5 RESULT

A comprehensive draft final report that integrates all interim deliverables into a clear organizational analysis and implementation roadmap, and when finalized, will be available to present the findings and recommendations to the City Council.

C. PROJECT SCHEDULE

We propose completing the project within a ten-week schedule, as shown below, and we can initiate work within 2 weeks of receiving a notice to proceed.

PROJECT TIMELINE



All presentations will take place after the final report is developed and approved by the City. This timeline can be adjusted based on City staff priorities, preferences, and availability.

We acknowledge and are comfortable with meeting the project completion date of May 31, 2026, as requested in the RFP addenda. This schedule is achievable with timely access to Council Members and staff for interviews, data collection, and review of interim deliverables.

MANAGEMENT PROPOSAL

This section provides an overview of our firm, experience, and project team.

A. EXPERIENCE

The following subsections describe our firm, areas of expertise, and proposed project team.

INTRODUCTION TO MATRIX CONSULTING GROUP, LTD.

Matrix Consulting Group, Ltd. is a management consulting firm that provides high-quality analytical, evaluation, support, and training services to public-sector entities. Our firm is summarized as follows:

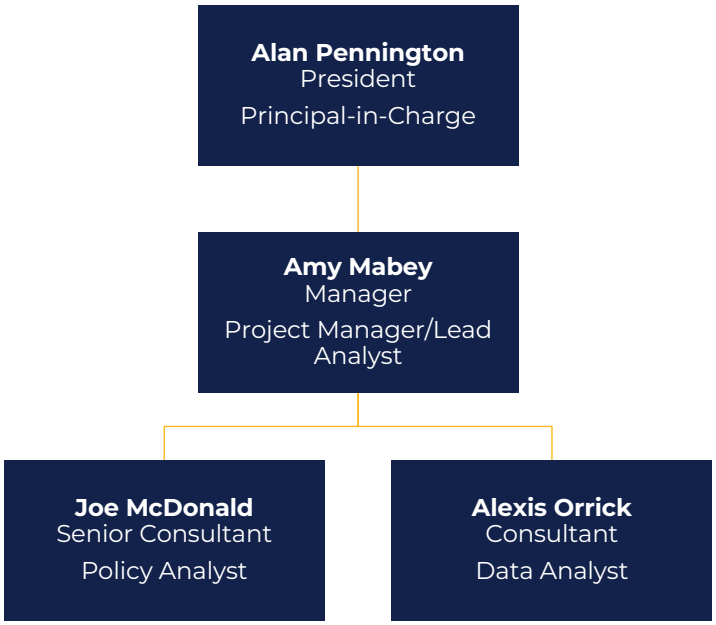
- We were incorporated in California in 2003. We are headquartered in San Mateo and have regional offices in Trophy Club (TX), Charlotte (NC), Edwardsville (IL), Irvine (CA), the Tampa (FL) area, Portland (OR), and Nova Scotia, Canada. We also have staff members in Utah, Colorado, and Montana. We are authorized to conduct business in the State of Washington.
- We employ 31 full-time and 7 part-time, highly experienced management consultants specializing in public-sector management consulting.
- Since our founding, we have worked with over 1,800 public sector entities, evaluating organizational structures, streamlining business processes to increase efficiency, evaluating service delivery approaches, ensuring functional alignment to enhance interdepartmental collaboration, and developing appropriate resource and staffing allocations. The following outlines the core service areas of our firm:

Administrative Services	Fleet Management
Community Development	Information Technology
Emergency Communications	Law Enforcement
Facilities and Space Planning	Legislative Processes
Financial Services	Parks, Recreation, and Library
Fire and EMS	Public Works and Utilities

We have dedicated subject matter experts in each of these core areas.

PROJECT TEAM

We have proposed a qualified and experienced project team, shown below. The team comprises senior staff and individuals with extensive experience in conducting similar engagements.



We confirm that the identified staff will perform the assigned work and that any staff substitutions require the City's prior approval.

AVAILABILITY

All project team members have sufficient time available to be allocated to this engagement. Upon project award, project allocations are logged in our master Project Management software to ensure time is allocated to each engagement at a level sufficient to meet contractual obligations.

Summaries of team members' allocation to this project are shown below. This availability is based on an anticipated project start in mid-February to early March and a proposed completion by May 31, 2026.

PROJECT TEAM PROJECT ALLOCATION

Staff Member	Role	Primary Responsibilities	% Of Total Time Allocated to Project
Alan Pennington	Principal-in-Charge	Project oversight and review of all deliverables.	5%
Amy Mabey	Project Manager/Lead Analyst	Day-to-day project management, interviews, analysis, reporting.	20%
Joe McDonald	Policy Analyst	Workload analysis, benchmarking, "Office Functional Handbook."	46%
Alexis Orrick	Data Analyst	Data collection and analysis, documentation review.	16%

ADDRESSING PROJECT SCOPE CHANGES

We will proactively address issues and potential scope changes through consistent communication and timely coordination with City Council project leadership. Bi-weekly check-in meetings will be used to confirm progress, review upcoming milestones, resolve questions, and address emerging needs before

they affect the schedule or deliverables. The project manager is also available between meetings to address any unforeseen issues that arise.

If scope adjustments are requested, we will work collaboratively with the City to confirm the change, assess the impact on schedule, budget, and deliverables, and document all revisions in writing for approval by both parties. Scope changes will be implemented only after written confirmation from the City that they desire to make a scope adjustment.

RESUMES

Resumes showing the qualifications and experience of our project team begin on the following page.



ALAN PENNINGTON
President

BIOGRAPHY:

Alan Pennington is President of the Matrix Consulting Group and leads our General Consulting Practice which includes organization-wide assessments and operational and organizational studies for all non-public safety functions. His primary expertise is in Administrative Services, Legislative Process, Community Development, Finance, Human Resources, Information Technology, Procurement, Public Works and Parks and Recreation. He has served as the Project Manager or Lead Analyst on over 400 local government studies since joining the firm.

EXPERIENCE HIGHLIGHTS:

RIVERSIDE, CA: OPERATIONAL AND ORGANIZATIONAL REVIEWS

Alan was the Project Manager and lead analyst on a series of studies covering numerous service areas for this organization including City Manager/Mayor's Offices, Human Resources, Finance, Information Technology, and Community Development. These audits were part of a multi-year schedule of performance audits covering all City departments. The audits included assessments of operational practices, workload, technology, staffing requirements, and compliance with financial and operational practices.

TIGARD, OR: OPERATIONAL AND ORGANIZATIONAL REVIEW

Alan was the Project Manager on this Performance Audit for the City of Tigard that evaluated all operational aspects of the City and included the development of a staffing model based upon adjusted services and service levels, recommendations for operational improvements, and the development of performance indicators for each functional area. This study was undertaken in advance of a ballot measure to increase funding to support required municipal operations.

ROLE ON THIS ENGAGEMENT:

Alan will serve as the Principal-in-Charge.

.

RELEVANT CLIENTS:

CA, Half Moon Bay
CA, Rancho Mirage
CA, Roseville
CO, Fort Morgan
FL, St. Cloud
GA, DeKalb County
IL, Orland Park
IL, Tinley Park
MD, Montgomery Co.
MD, Takoma Park
MI, Portage
MO, Joplin
MO, Jefferson City
MO, Raymore
NC, Waxhaw
NH, Carroll County
NJ, Franklin Twn.
OR, Tigard
PA, Mt. Lebanon
TX, Schertz
UT, Salt Lake County
VT, Montpelier

YEARS OF EXPERIENCE:

19

EDUCATION:

BA, University of Maine, Public Management.

PROFESSIONAL ASSOCIATIONS:

Association of Local Government Auditors (ALGA)

Government Finance Officers Association (GFOA)

International City-County Management Association (ICMA)



AMY MABEY, MPA
Manager

Amy Mabey, MPA is an analyst with extensive experience in public administration and finance, policy analysis, public services, community outreach, and program oversight. She combines leadership and strategic insight in her approach. Her experience in large and small municipalities, leading both legislative functions as a Council Policy Analyst and administrative functions as a prior City Administrator, provides a multi-faceted understanding of local governance, resource allocation, and community engagement:

- Expertise centers on applying management, human resources and oversight best practices to improve organizational performance and workforce effectiveness.
- Work includes comprehensive code and policy analysis to ensure regulatory alignment and operational consistency, including rewriting City Council rules and norms policy documents while serving as a Policy Analyst in Ogden, Utah.
- Public outreach efforts to support transparent engagement and informed community participation.
- Facilitation of public meetings, focus groups, stakeholder sessions, and staff training.

EXPERIENCE HIGHLIGHTS:

DENTON, TX: REAL ESTATE DEPARTMENT ASSESSMENT

Conduced a comprehensive review of management practices, staffing, core processes and intergovernmental operations to identify gaps, streamline workflows and enhance service delivery.

OSHKOSH, WI: COMMUNITY DEVELOPMENT REVIEW

Provided comprehensive operational, workload and staffing analysis. Completed assessment of building, inspections, land use and development codes.

WHATCOM, WA: HUMAN RESOURCES STUDY

Completed organizational analysis with role-specific policy recommendations and strategic organizational alignment.

PROJECT ROLE:

Amy will be the Project Manager/Lead Analyst.

RELEVANT CLIENTS:

CA, Escondido
CA, West Sacramento
IA, Cedar Rapids
NC, Raleigh
TX, Denton
TX, Tomball
WA, Whatcom
WI, Oshkosh

YEARS OF EXPERIENCE:

15

EDUCATION:

MPA, University of Utah, emphasis in local government

BS, Utah State University Political Science

CERTIFICATIONS:

Certified Everything DiSC® Facilitator

FEMA All-Hazards Training

Advanced Public Information Officer (PIO)

PROFESSIONAL ASSOCIATIONS:

International City Management Association (ICMA)



JOE MCDONALD, PSHRA-CP
Senior Consultant

Joe McDonald is experienced in supporting department-level organizational assessments, staffing and operations analyses, and business process optimization for public sector entities. His work spans administrative services, human resources, independent governing entities, and public works, with strengths in employee engagement, data-driven staffing analysis, process documentation, and the development of policy documents aligned with risk, impact, and organizational readiness.

EXPERIENCE HIGHLIGHTS:

ISSAQUAH, WA – STAFFING AND OPERATIONS EVALUATION

Our firm worked with the City to develop and implement its first Asset Management policy. Joe was responsible for developing policy and procedure documents based on the recommendations made by the project team's subject matter experts and worked with the City to develop options for document publication.

NILES MAINE DISTRICT LIBRARY – STAFFING/OPERATIONS

Joe supported a comprehensive review of the library's staffing, organizational structure, and operational practices, including development of a current state profile and administration and analysis of two survey efforts, one focused on staff perspectives and one capturing community feedback on service needs and expectations.

WEST SACRAMENTO, CA – SOP MANUAL DEVELOPMENT

Our firm was selected to develop an SOP Manual for the City's Capital Projects department. Joe worked with department staff to draft and formalize SOPs specific to the department's multiple functional areas, including administration, engineering and design, and construction.

PROJECT ROLE:

Joe will serve as the Policy Analyst.

RELEVANT CLIENTS:

CA, Rocklin
CA, San Dimas
CA, EBRPD
CA, SDCWA
CA, West Sacramento
CO, Greeley
FL, Bradenton
FL, Clearwater
FL, Dunedin
FL, Miami Beach
FL, Palmetto Bay
FL, Seminole Tribe
FL, St. Johns Co.
FL, St. Petersburg
TX, Addison
TX, Prosper
TN, Knoxville
VT, Burlington
WA, Issaquah
WA, Snohomish Co.

YEARS OF EXPERIENCE:

4

EDUCATION:

BA – Professional and Technical Communications – University of South Florida

PROFESSIONAL ASSOCIATIONS:

Public Sector HR Association (PSHRA)

International City/County Managers Association (ICMA)



ALEXIS ORRICK
Consultant

Alexis Orrick recently joined our firm as a data analyst in our General Consulting Practice. Alexis works primarily on data analysis and metrics for operational, organizational, and staffing assessments.

Her relevant experience include:

- Reporting and Data Analysis
- Management and Communication
- Mixed Methods Research

EXPERIENCE HIGHLIGHTS:

LSE RESEARCH: PROGRAM EVALUATION

- Conducted program evaluation of Latimer Community Art Therapy (LCAT). Mixed methods reports (quantitative survey analysis, case studies, and interviews) sent to potential and existing funders to evaluate the efficacy of LCAT services.
- Created and maintained Excel and Google Sheets dashboards for automated data analysis of assessments (surveys).

FAMILY HEALTH CENTERS OF SAN DIEGO: DATA ANALYST

- Managed 3 databases (SQL, CMIS, EHR) & hundreds of Excel spreadsheets with confidential patient information (HIPAA).
- Responsible for Data Evaluation to ensure accurate and quality data was presented to grant funders during audits.

ROLE ON THIS ENGAGEMENT:

Alexis will serve as the Data Analyst.

RELEVANT CLIENTS:

CA, EBRPD
CA, Escondido
CA, Palo Alto
CA, San Mateo
CA, West Sacramento
MI, Rochester Hills
OR, Wilsonville
WA, Bellevue

YEARS OF EXPERIENCE:
6

EDUCATION:

MSc Applied Social Data Science – London School of Economics and Political Science

BA Political Science: Comparative Politics – University of California, San Diego

B. PAST CONTRACTS / REFERENCES

Since 2003, we have conducted hundreds of organization-wide assessments for local governments, as well as projects for independent authorities and private-sector clients. Examples of projects are highlighted in the following subsections.

ORGANIZATION-WIDE ASSESSMENTS

Representative organizational-wide assessment clients include:

Albuquerque, New Mexico	Gulf Shores, Alabama	Portage, Michigan
Augusta, Georgia	Half Moon Bay, California	Rancho Mirage, California
Barstow, California	Jefferson City, Missouri	Rancho Palos Verdes, Calif.
Brattleboro, Vermont	Joplin, Missouri	Roseville, California
Coventry, Rhode Island	Monroe County, Michigan	Salt Lake County, Utah
Corp. for Public Broadcasting	Montgomery County, Maryland	Schertz, Texas
DeKalb County, Georgia	Monrovia, California	St. Cloud, Florida
Dunedin, Florida	Mount Lebanon, Pennsylvania	Sunnyvale, California
Deltona, Florida	Orland Park, Illinois	Takoma Park, Maryland
Franklin Township, New Jersey	Orting, Washington	Tigard, Oregon
Grand County, Utah	Palos Verdes Estates, Calif.	Vermont Secretary of State

Details about any project listed above are available upon request.

PAST CONTRACTS

The following table lists contracts held by the firm over the last 3 years that involved a similar scope of services, including assessment of staff roles and responsibilities, staffing allocations based on workload and service demands, organizational structure reviews, or the development of policies and procedures manuals. These assessments span a variety of departments and service areas and share a similar scope and methodologies as required for this engagement.

Client	Contract Period	Contact Name	Phone Number	Email
Anacortes, WA	1/2025-9/2025	John Coleman	360-293-1901	johnc@anacorteswa.gov
Jefferson City, MO	10/2023-8/2024	Brian Crane	573-634-6410	bcrane@jeffersoncitymo.gov
Redmond, WA	8/2024-5/2025	Malisa Files	425-556-2166	mfiles@redmond.gov
Richland, WA	11/2022-6/2023	Joe Schiessl	509-942-7558	jschiessl@ci.richland.wa.us
St. Johns County, FL	7/2023-7/2025	Dawn Cardenas	904-209-0276	dcardenas@sjcfl.us
West Sacramento, CA	6/2022-6/2024	Ariana Adame	916-617-4980	arianaa@cityofwestsacramento.org
Whatcom County, WA	3/2025-9/2025	Cathy Halka	360-778-5019	chalka@co.whatcom.wa.us

REFERENCES

The following are specific references. As requested, we have provided three from the listing above. In addition, we have provided two additional references that are particularly relevant based on the work conducted, but that fall outside the required three-year time period.

JEFFERSON CITY, MO

Jefferson City
MISSOURI

Organizational and Staffing Optimization Review

Brian Crane
City Administrator
(573) 634-6410
BCrane@jeffersoncitymo.gov

Matrix Consulting Group completed a comprehensive organizational structure and staffing optimization review for the City of Jefferson City, Missouri. This assessment evaluated overall organizational structure and staffing requirements to provide services to residents.

Key recommendations included creation of an Administrative Services Department – combining Finance, IT and Human Resources; recommendation for charter modifications to enable conversion of the City Administrator to a City Manager position, establishing Parks & Recreation Director as department head reporting to City Administrator versus independent Board; and converting the City Prosecutor position from an elected position to an appointed position within the City Attorney Office. Additional recommendations included establishment of a dedicated grants function and staffing adjustments throughout all departments to align with service expectations and workloads.

ANACORTES, WA

Development Review Process Study

John Coleman, AICP
Community Development Director
(360) 293-1901
johnc@anacorteswa.gov

This study focused on reviewing the City's development review, permitting, and inspection processes, permitting software system, workload, and staffing needs. The project team also developed 25 application checklist for the City.

Key recommendations of this study focused on:

- Define roles and responsibilities for all development review and inspection staff.
- Establish consistent performance goals for all development review activities and convey expected service levels to staff.
- Standardized review comment approaches in the permitting software system and how to convey to the applicant.
- Modify permitting software workflows to route to all applicable reviewers.
- Revise and create a centralized development webpage to serve a digital one-stop development webpage.
- Modify the application requirements and approval thresholds for Type I – IV applications.

The City has implemented many of the study's recommendations since the study was completed in September 2025.

REDMOND, WA

Development Review Assessment

Malisa Files
Chief Operating Officer
(425) 556-2166
mfiles@redmond.gov

This assessment of the City's development review operations was undertaken as part of the City's effort to comply with state mandated timelines under Senate Bill 5290. This study was a comprehensive review of the City's development review, permitting, and inspection processes completed by the Development Services Department, Public Works, and Fire Department. Key recommendations as part of this study included:

- Enhance the use of the permitting software system. Improvements included modifying internal workflows to properly route all development applications, improve the online application portal, integrate the fee schedule in the software system, and track all development inspections in the software system.
- Modify the criteria for Planning applications tiers and increasing the number of applications that are by right uses to be approved by staff.
- Realign engineering staff's role in Public Works and Development Services and clearly identify roles and responsibilities of each department.
- Analyzed workload, service levels and identified staffing levels to meet or exceed state processing times.

In 2026, the project team will support the City with implementation assistance of the study's 74 recommendations.

City Attorney's Office Staffing and Operational Analysis

Leah Bean
Admin. Services Supervisor
(425) 452=-5284
lbean@bellevuewa.gov

Matrix Consulting Group conducted a comprehensive assessment of the City Attorney's Office focusing on evaluating internal processes, technology utilization, organizational structure and staffing allocations.

This study covered all aspects of legal services including prosecution, litigation and risk management for the City of Bellevue. As part of evaluating staffing requirements and staff efficiency, all internal business processes were diagrammed and workload for each position type analyzed.

Key recommendations included development of an internal operational manual, implementation of updated legal form templates to increase consistency in work performed, implementation of a full-time Victim & Witness Coordinator position, reclassification of Legal Secretary positions, and organizational restricting of reporting relationships.

RIVERSIDE, CA

City Attorney's Office Staffing and Operational Analysis

Marianna Burch
City Manager,
Livermore, CA (was Assistant CM in Riverside at time of these studies)
(925) 960-4040
Marianna.Burch@livermoreca.gov

We have conducted numerous financial and performance audits for the City of Riverside over numerous years including Mayor's Office, City Manager's Office, Human Resources, Finance Department, Community Development and Information Technology.

The scopes of work included evaluation of organizational structure, staffing allocations, processes utilized, and a compliance review of financial and operational practices with existing policies and procedures. For the evaluation conducted of the Mayor's and City Manager's Office, we evaluated not only internal operational practices for ways to increase efficiency, but we also assessed the number and type of staff required to provide internal support to elected officials, but the resource needs for constituent services.

We would be happy to provide additional recommendations on any of our prior work.

C. CONTRACT TERMINATION(S)

Our firm has never had a contract terminated for default.

COST PROPOSAL

The following table shows our estimated budget for each task in the scope of services outlined in the City's RFP and our proposed task plan. We have demonstrated the estimated hours by task and consultant for each task.

Task	President	Manager	Senior Consultant	Consultant	Totals
1. Current State Assessment	4	16	24	8	52
2. Best Practices & Benchmark	4	20	40	16	80
3. Staffing and Operations Evaluation	4	8	16	24	52
4. Office Functional Handbook	4	24	56	12	96
5. Final Report/Implementation Plan	8	24	40	16	88
Total Hours	**24**	**92**	**176**	**76**	**368**
Hourly Rate	$310	$175	$160	$130	
Total Professional Fees	**$7,440**	**$16,100**	**$28,160**	**$9,880**	**$62,580**
Travel Expenses					$2,920
Total Project Cost					**$64,500**

Our price includes an online version of the Office Functional Handbook, but the cost of any hard copies would be at the City's expense

Our typical practice is to bill for hours worked monthly up to the contract amount. If any additional services are required, they will be billed at the hourly rates noted.

CITY OF SPOKANE – CONTRACTING & PURCHASING
915 N Nelson St.
Spokane, Washington 99202

January 6, 2026

ADDENDUM NO. 1

IRFP #6486-26 City Council Organizational Analysis

This Addendum is being issued to change the date that deliverables are due which is listed in the Scope of Services Section of the IRFP in the Documents Tab – Page 3.

The two deliverables are due no later than May 31, 2026 – rather than June 30, 2026 as the IRFP states.

Thea Prince

Thea Prince
Purchasing

Alan D. Pennington, President
Matrix Consulting Group, LTD.

Client#: 1635640 MATRICON2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/25/2025

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

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

PRODUCER	CONTACT NAME: Kim Martin	
USI Insurance Services LLC 2375 E. Camelback Road, Suite 740 Phoenix, AZ 85016 800 722-2562	PHONE (A/C, No, Ext): 602 749-4148	FAX (A/C, No): 610 537-2283
	E-MAIL ADDRESS: kim.martin@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B : Hartford - WC Multiple Issuing Cos	00914
INSURER C : Houston Casualty Company	42374
INSURER D : Twin City Fire Insurance Company	29459
INSURER E :	
INSURER F :	

INSURED
Matrix Consulting Group, Ltd.
1875 S. Grant St., Suite 960
San Mateo, CA 94402-1234

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:	X	X	59SBABN5XH9	08/08/2025	08/08/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	59SBABN5XH9	08/08/2025	08/08/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10,000			59SBABN5XH9	08/08/2025	08/08/2026	EACH OCCURRENCE AGGREGATE $	$3,000,000 $3,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	59WECAB6S04	08/08/2025	08/08/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Cyber Liabilility			H25NGP24613901	10/04/2025	10/04/2026	$2,000,000/$2,000,000	
D	Professional Liab			59PG029737225	08/08/2025	08/08/2026	$2,000,000/$3,000,000	

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

General Liability, including completed operations, and Hired & Non-Owned Auto Liability include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder and with regard to work performed by or on behalf of the named insured. General Liability, Hired & Non-Owned Auto Liability and Workers Compensation provide a blanket Waiver of Subrogation in favor of the (See Attached Descriptions)

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

same, when required by written contract. General Liability and Hired & Non-Owned Auto Liability contains a special endorsement with "Primary and Non-Contributory" wording, when required by written contract. Umbrella follows form to General Liability, Hired & Non-Owned Auto Liability and Workers Compensation. This form is subject to any/all respective policy provisions.

Additional Insured Includes : City of Spokane

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

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

A. The following is added to Section **C. WHO IS AN INSURED**:

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

The person(s) or organization(s) identified in Paragraphs **a**. through **f**. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

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

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

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

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

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

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

This insurance does not apply to:

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

(b) Any express warranty unauthorized by you;

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

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

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

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

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

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

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

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

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

b. Lessors Of Equipment

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

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

c. Lessors Of Land Or Premises

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

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

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

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

d. Architects, Engineers Or Surveyors

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

(a) In connection with your premises;

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

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

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

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

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

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

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

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property

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damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

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

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

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

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

f. Any Other Party

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

(a) In the performance of your ongoing operations performed by you or on your behalf;

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

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

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

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

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

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

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

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

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f**.**(2)(b)** above.

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THE HARTFORD

BUSINESS LIABILITY COVERAGE FORM

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

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part**,** means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

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

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

A. COVERAGES

1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

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

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

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

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

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

b. This insurance applies:

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

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

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

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

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

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

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

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

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

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

e. Incidental Medical Malpractice

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

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

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

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

2. Medical Expenses

Insuring Agreement

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

(1) On premises you own or rent;

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

(3) Because of your operations;

provided that:

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

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

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

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

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

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

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

3. Coverage Extension - Supplementary Payments

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

(1) All expenses we incur.

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

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.

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

(5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.

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

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

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

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

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

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

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

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

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

(6) The indemnitee:

(a) Agrees in writing to:

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

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

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

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

(b) Provides us with written authorization to:

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

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

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

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

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

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

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

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

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

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

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b. Contractual Liability

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

(2) "Personal and advertising injury"

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

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

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

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

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

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

c. Liquor Liability

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

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

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

(3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or

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

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph **(1), (2), (3)** or **(4)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

(a) Employment by the insured; or

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

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

This exclusion applies:

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

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

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

f. Pollution

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

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

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

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

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

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

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

(i) Any insured; or

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

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

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

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

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

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

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

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

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

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

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

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

This Exclusion **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

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

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

(i) Less than 51 feet long; and

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

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

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

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

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

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

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

h. Mobile Equipment

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

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

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

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i. War

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

(1) War, including undeclared or civil war;

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

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

j. Professional Services

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

(1) Legal, accounting or advertising services;

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

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

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

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

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

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

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

(9) Any:

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

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

(c) Similar services;

(10) Pharmaceutical services including but not limited to:

(a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;

(b) The providing of or failure to provide home health care or home infusion products or services; and

(c) Advising and consulting customers;

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

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property damage”, or “personal and advertising injury” arises out of the rendering of or the failure to render any professional service.

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

k. Damage To Property

"Property damage" to:

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

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

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(3) Property loaned to you;

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

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

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

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

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

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

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

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

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

l. Damage To Your Product

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

m. Damage To Your Work

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

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

n. Damage To Impaired Property Or Property Not Physically Injured

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

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

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

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

o. Recall Of Products, Work Or Impaired Property

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

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

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

p. Personal And Advertising Injury

"Personal and advertising injury":

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

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

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

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

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

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

(7) Arising out of:

(a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or

(b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(i) Infringement, in your "advertisement", of:

a. Copyright;

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

c. Title of any literary or artistic work; or

(ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph **(7)(b)ii** above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

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

(a) Advertising, broadcasting, publishing or telecasting;

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

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

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

For the purposes of this exclusion, the placing of frames, borders, or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

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

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

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

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

(12) Arising out of:

(a) Advertising content for others on your web site;

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

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

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

(i) Your web site; or

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

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

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

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

(i) Copyright;

(ii) Slogan; or

(iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

(1) Damages because of “bodily injury” or “property damage” arising out of any access to or disclosure of any person’s or organization’s confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

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

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of “bodily injury”.

r. Employment-Related Practices

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

(1) A person arising out of any:

(a) Refusal to employ that person;

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

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

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

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a)**, **(b)**, or **(c)** above occurs before employment, during employment or after employment of that person;

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

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

s. Asbestos

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

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

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

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

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

t. Recording And Distribution Of Material Or Information In Violation Of Law

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

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

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

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

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

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

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

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c. Injury On Normally Occupied Premises

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

d. Workers' Compensation And Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business, other than that described in **b.** through **e.** below, of which you are the sole owner.

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

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

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

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

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

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

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

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

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

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

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

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

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

(2) "Property damage" to property:

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(a) Owned, occupied or used by:

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

b. Real Estate Manager

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

c. Temporary Custodians Of Your Property

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

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

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

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

e. Unnamed Subsidiary

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

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

3. Newly Acquired Or Formed Organization

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

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

b. Coverage under this provision does not apply to:

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

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

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

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

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

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

5. Operator Of Nonowned Watercraft

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

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

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

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

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

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

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

a. Insureds;

b. Claims made or "suits" brought; or

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

2. Aggregate Limits

The most we will pay for:

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

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

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

3. Each Occurrence Limit

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

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

4. Personal And Advertising Injury Limit

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

5. Damage To Premises Rented To You Limit

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

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

6. How Limits Apply To Additional Insureds

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

a. The limits of insurance required in a written contract, written agreement or permit; or

b. The Limits of Insurance shown in the Declarations.

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

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all

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coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

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

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

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

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

a. Notice Of Occurrence Or Offense

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

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

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

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

b. Notice Of Claim

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

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

(2) Notify us as soon as practicable.

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

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

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

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

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

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

d. Obligations At The Insured's Own Cost

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

e. Additional Insured's Other Insurance

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

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

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

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

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(1) You or any additional insured under this Coverage Part that is an individual;

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

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

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

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

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

This Paragraph **f.** applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

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

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

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

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

4. Separation Of Insureds

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

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

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

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

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

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

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

b. Unintentional Failure To Disclose Hazards

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

6. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

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

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";

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(2) Premises Rented To You

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

(3) Tenant Liability

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

(4) Aircraft, Auto Or Watercraft

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

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

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

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

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

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

That is other insurance available to an additional insured.

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

(a) Primary Insurance When Required By Contract

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

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

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

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

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

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

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

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

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

c. Method Of Sharing

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

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

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

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

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

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

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.

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

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

4. "Auto" means:

a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

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

6. "Coverage territory" means:

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

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

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

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

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

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

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

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of “electronic data”, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

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

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

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

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

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

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

if such property can be restored to use by:

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

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

12. "Insured contract" means:

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

b. A sidetrack agreement;

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

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

e. An elevator maintenance agreement; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. Vehicles that travel on crawler treads;

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

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

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

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

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

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.,** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, “mobile equipment” does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered “autos”.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

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a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Unmanned aircraft" means an aircraft that is not:

a. Designed;

b. Manufactured; or

c. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

24. "Volunteer worker" means a person who:

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE HARTFORD

AMENDMENT - AGGREGATE LIMITS (PER PROJECT)

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

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

A. The following changes are made to Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**:

1. The following provision is added to Paragraph **2. Aggregate Limits**:

The General Aggregate Limit under Section **D. LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE** applies separately to each of your "projects".

2. The following provision is added to Paragraph **2. Aggregate Limits**:

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.

B. The following changes are made to Section **F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS**:

1. The following definition is added:

“Project” means a premises, site or location that is away from a premises, site or location owned or rented to you and at which “your work” at said premises, site or location has not yet been completed, as completion is described in the “products-completed operation hazard”. All of “your work” at such premises, site or location is deemed to involve a single project, regardless of whether “your work” is abandoned, delayed, or restarted, or if “your work” deviates from plans, blueprints, designs, specifications or timetables.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE HARTFORD

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 59 WEC AB6S04 **Endorsement Number:**
Effective Date: 08/08/25 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: MATRIX CONSULTING GROUP LTD
1875 S GRANT ST STE 960
SAN MATEO CA 94402

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

Policy Number: 59 WEC AB6S04 **Endorsement Number:**
Effective Date: 08/08/25 Effective hour is the same as stated on the Information Page of the policy.
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1875 S GRANT ST STE 960
SAN MATEO CA 94402

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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POLICY INSURER LIST BY JURISDICTION

INSURER	NAIC	JURISDICTION
Sentinel Insurance Company Ltd. ONE HARTFORD PLAZA HARTFORD CT 06155	11000	AZ IA
Hartford Accident and Indemnity Company ONE HARTFORD PLAZA HARTFORD CT 06155	22357	MT VA GA NY
Trumbull Insurance Company ONE HARTFORD PLAZA HARTFORD CT 06155	27120	PA
Hartford Casualty Insurance Company ONE HARTFORD PLAZA HARTFORD CT 06155	29424	CA
Twin City Fire Insurance Company ONE HARTFORD PLAZA HARTFORD CT 06155	29459	MA UT FL CO IL OR AK KY
Hartford Underwriters Insurance Company ONE HARTFORD PLAZA HARTFORD CT 06155	30104	NC HI NE NV TX NJ MO
Property and Casualty Insurance Company of Hartford ONE HARTFORD PLAZA HARTFORD CT 06155	34690	SC
Nutmeg Insurance Company ONE HARTFORD PLAZA HARTFORD CT 06155	39608	IN

THE COVERAGE PROVIDED IN EACH JURISDICTION IS WITH RESPECT TO THE LOCATIONS OF THE NAMED INSURED IN THAT JURISDICTION IN ACCORDANCE WITH THE WORKERS' COMPENSATION LAW OF THAT JURISDICTION. AS USED IN THIS POLICY, "COMPANY", "WE", "US" AND "OURS" MEAN THE MEMBER INSURANCE COMPANIES OF THE HARTFORD INSURANCE GROUP COLLECTIVELY PROVIDING THIS INSURANCE.

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Nov 21, 2025

Profit Corporation

Unified Business ID #: 602727253
Business ID #: 001
Location: 0004
Expires: Mar 31, 2026

MATRIX CONSULTING GROUP, LTD.
MATRIX CONSULTING GROUP
STE 960
1875 S GRANT ST
SAN MATEO CA 94402-7015

UNEMPLOYMENT INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

ANACORTES GENERAL BUSINESS - NON-RESIDENT (EXPIRES 12/31/2026) - ACTIVE
ISSAQUAH GENERAL BUSINESS - NON-RESIDENT (EXPIRES 12/31/2026) - ACTIVE
SPOKANE VALLEY GENERAL BUSINESS - NON-RESIDENT (EXPIRES 12/31/2026) - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 12/31/2026) - ACTIVE
SNOHOMISH GENERAL BUSINESS - NON-RESIDENT - ACTIVE
REDMOND GENERAL BUSINESS - NON-RESIDENT (EXPIRES 12/31/2026) - ACTIVE
SNOQUALMIE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 04/30/2026) - ACTIVE

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

Director, Department of Revenue

STATE OF WASHINGTON

UBI: 602727253 001 0004

Expires: Mar 31, 2026

MATRIX CONSULTING GROUP, LTD.
MATRIX CONSULTING GROUP
STE 960
1875 S GRANT ST
SAN MATEO CA 94402-7015

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
ANACORTES GENERAL BUSINESS - NON-RESIDENT (EXPIRES 12/31/2026) - ACTIVE
ISSAQUAH GENERAL BUSINESS - NON-RESIDENT (EXPIRES 12/31/2026) - ACTIVE
SPOKANE VALLEY GENERAL BUSINESS - NON-RESIDENT (EXPIRES 12/31/2026) - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 12/31/2026) - ACTIVE

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit http://business.wa.gov/BLS or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/23/2026

Committee Agenda type: Consent

Council Meeting Date: 03/16/2026

Date Rec'd	2/18/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	FLEET SERVICES	**Bid #**	WA STATE
Contact Name/Phone	RICK GIDDINGS 509-625-7706	**Requisition #**	RE20912
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5100 - PURCHASE OF FORD F550 CHASSIS FOR WASTEWATER MAINTENANCE		

Agenda Wording

Fleet Services would like to purchase 1 Ford F550 Chassis for the Wastewater Maintenance Department.

Summary (Background)

Wastewater Maintenance would like to replace a very old chassis that has exceeded its economic lifecycle with a new Ford F550 4X4 Diesel Chassis. New chassis will be fitted with existing dump body. Vehicle will be purchased from Bud Clary using a Washington DES contract. Total cost including sales tax is $75,435.33.

What impacts would the proposal have on historically excluded communities?

NA

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

NA

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

Fleet Services collects lifecycle cost data for future analysis.

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

Aligns with City CIP and Centralized Fleet Management Policy.

Council Subcommittee Review

No Subcommittee for this topic.

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 75,435.33
Current Year Cost	$ 75,435.33
Subsequent Year(s) Cost	$ 0

Narrative

Vehicle will be purchased using a Washington State DES contract following all City competitive purchasing rules.

Amount		Budget Account
Expense	$ 75,435.33	# 4310-43387-94350-56404-10060
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	

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

Approvals		Additional Approvals	
Dept Head	RUSSELL, ADAM T.	PURCHASING	PRINCE, THEA
Division Director	STRATTON, JESSICA		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

rgiddings@spokanecity.org	Tprince@spokanecity.org
atrussell@spokanecity.org	fleetservicesaccounting@spokanecity.org
kkeck@spokanecity.org	

From: NOREPLY@des.wa.gov
To: Giddings, Richard
Cc: descarssystem@des.wa.gov
Subject: Vehicle Quote - 2026-2-302 - SPOKANE, CITY OF - 23210
Date: Tuesday, February 17, 2026 2:11:12 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2026-2-302 Create Purchase Request View organization purchase requests

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

Contract & Dealer Information

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

Organization Information

Organization: SPOKANE, CITY OF - 23210
Email: rgiddings@spokanecity.org
Quote Notes: WW Maintenance F550 for Dump Bed Swap
Vehicle Location: SPOKANE CITY

Color Options & Qty

Oxford White (Z1) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2026-09006-0001	2026 Ford F-550 4WD Cab and Chassis	1	$57,165.00	$57,165.00
2026-09006-0002	INFORMATION ONLY: Vehicle sales tax is 8.6%.	1	$0.00	$0.00
2026-09006-0003	INFORMATION ONLY: Bud Clary Ford Hyundai (Clary Longview, LLC) - DES Vendor #W403, State Vendor Payee #SWV0271256	1	$0.00	$0.00
2026-09006-0004	INFORMATION ONLY: NEW FOR CONTRACT #28423: Delivery location must be selected, see option #0202. Standard equipment includes TWO keys. For additional keys, see option #0210.	1	$0.00	$0.00
2026-09006-0005	INFORMATION ONLY: Ford Motor Company is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2027 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 27MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	1	$0.00	$0.00

2026-09006-0006	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. 2% cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. 10% cancellation fee if vehicle has been serialized and has specialized equipment ordered. Custom bodies cannot be cancelled. 2WD and 4x2 vehicles cannot be cancelled. Absolutely NO cancellation if customer has licensed/registered vehicle.	1	$0.00	$0.00
2026-09006-0007	INFORMATION ONLY: Chassis Upfits (service bodies, flatbeds, dump bodies, cranes, snow plows, liftgates, lighting, etc.) are available and will be installed prior to vehicle delivery. To view, at bottom of page, check the box to the right of DISPLAY UPFIT OPTIONS.	1	$0.00	$0.00
2026-09006-0010	2026 Ford F550 4WD Cab and Chassis, Regular Cab, 145WB, 60CA, DRW, 18,000# GVWR, 7.3L 2V DECVT NA V8 Gas, 10-Speed Automatic w/ Selectable Drive Modes, 225/70Rx19.5G BSW A/P Tires (Set/6) #TGJ, 4.88 RAR (F5H/660A/145WB/99N/44G) -- THIS IS THE BASE VEHICLE, please review Vehicle Standard Specifications for complete description.	1	$0.00	$0.00
2026-09006-0011	Alternative Wheelbase: Regular Cab, 169WB, 84CA (F5H/169WB)	1	$158.00	$158.00
2026-09006-0020	Alternative Engine, 6.7L 4-Valve OHV PowerStroke V8 Turbo Diesel B20 with manual push-button Engine-Exhaust Braking/TorqShift 10-Speed automatic w/ Selectable Drive Modes and Transmission Power Take-Off Provision (PTO) (Includes Operator Commanded Regeneration, 4.10 RAR, Dual 750CCA Batteries #86M, 190-Amp alternator) (99T/44G)	1	$10,776.00	$10,776.00
2026-09006-0039	Snow Plow Prep Package (to be ordered w/ 6.7L Diesel Engine) [Both XL and XLT Trim Levels include 350-Amp Alternator #67A] (Ford recommends ordering the 410-Amp Dual Alternators #67B for max power output) (Not compatible with Fire/Rescue Prep Pkg or Ambulance Prep Pkg) (Not compatible w/ other front suspension packages #67H, 67X or 67P) (473)	1	$245.00	$245.00
2026-09006-0072	Tires: 225/70Rx19.5G BSW Traction (4WD Only) (Includes 4 traction tires on the rear and 2 traction tires on the front) (Not recommended for over the road applications; could incur irregular front tire wear and/or NVH) (If spare tire option is also ordered, spare tire will be matching traction tire) (TGK)	1	$211.00	$211.00
2026-09006-0074	Wheel Well Liner, Front (61L)	1	$177.00	$177.00
2026-09006-0208	Delivery to customer location in Eastern Washington. (DLR)	1	$450.00	$450.00
2026-09006-0230	Flare Kit, 3-piece triangle with storage box, for roadside emergency use (DLR)	1	$76.00	$76.00
2026-09006-0231	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	1	$52.00	$52.00
2026-09006-0235	Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	1	$152.00	$152.00

Catalytic Converter Marking

Our organization declines catalytic converter marking

Quote Totals

Total Vehicles:	1
Sub Total:	$69,462.00
8.6 % Sales Tax:	$5,973.73

Quote Total: $75,435.73

Taxes & Licenses Department
808 W Spokane Falls Blvd
Spokane WA 99201-3336
509-625-6070
taxesandlicenses@spokanecity.org

Business License Exemption Request Form

SMC 8.01.070 states that no person may engage in business in the City or "with the City" without first having obtained a Washington State business license with City of Spokane endorsement.

Spokane Municipal Code allows for business license exemption for certain limited activities. If you think your business is exempt, please fill out this form, sign and submit it to the Taxes and License department. Submissions can be accepted via email or physical mail to the contact information identified above.

Select the exemption(s) that apply:

- ☐ Public Rule 0860-24-01 – rule 3 – insurers and insurance agents, excluding other title insurers.
- ☐ Public Rule 0860-24-01 – rule 10, & SMC 08.01.090 E – exemption for farmers & gardeners.
- ☐ SMC 08.01.090 – A – presenters at convention or trade show with limited entry.
- ☐ SMC 08.01.090 – C – persons or entities operating at locations managed by an airport board.
- ☐ SMC 08.01.090 – D – where preempted by Federal or state constitution or laws.
- ☐ SMC 08.01.090 – F – School groups conducting occasional sale from a temporary location.
- ☐ SMC 08.01.090 – G – The business does not have contracts with the City in any calendar year with an accumulated value exceeding $12,000. Value of current contract is _____
- ■ SMC 08.01.195 – D – seller outside of the City delivering goods by means of common carrier

CERTIFICATION OF BUSINESS ACTIVITIES

I, Kathleen Brennan hereby do certify to the City of Spokane that the business I represent, known as Clary Longview LLC does not conduct nor solicit business activities within the City of Spokane, except for the business activities under the above identified exemptions.

Kathleen Brennan	Government Contracts Manager
Signature	Title
kathleen.brennan@budclary.com	360-423-4321
email	phone
700 7th Avenue	Longview, WA 98632
Address	City, State, Zip
Date: 10/22/25	UBI#604671883 (Washington State, if available)

For Internal Use only: Approved: ☑ Rejected ☐

If rejected provide reason:

Reviewed By: _____ Date: 10/27/25

Rev May 2025

Approved: Matt Boston
Approved as to form: Elizabeth Schoedel, Asst. City Attorney

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/23/2026

Committee Agenda type: Consent

Council Meeting Date: 03/16/2026

Date Rec'd	2/10/2026		
Clerk's File #			
Cross Ref #			
Project #	DES/NASPO		
Submitting Dept	INFORMATION TECHNOLOGY	**Bid #**	
Contact Name/Phone	TC BRENDEN X6460	**Requisition #**	VALUE BLANKET
Contact E-Mail	TBRENDEN@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	CDW GOVERNMENT VALUE BLANKET		

Agenda Wording

Three-year Value Blanket with CDW Government for various departments to purchase hardware and software products without bringing each purchase over the City Purchase Limit of $50,000 to City Council for approval. Term from April 1, 2026 through March 31, 2029, utilizing DES Contract No. 14922-01/ NASPO Contract No. CTR060028. Not to exceed $360,000 for the life of the VB.

Summary (Background)

NA

What impacts would the proposal have on historically excluded communities?

NA

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

NA

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

NA

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

NA

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 360,000
Current Year Cost	**$** 120,000
Subsequent Year(s) Cost	**$** 240,000

Narrative

Amount		**Budget Account**
Expense	**$** 120,000	**#** Various Accounts--April 2026-March 2027
Expense	**$** 120,000	**#** Various Accounts--April 2027-March 2028
Expense	**$** 120.000	**#** Various Accounts--April 2028-March 2029
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	MARTINEZ, LAZ	**PURCHASING**	WAHL, CONNIE
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Dan Ferner; Danfern@cdw.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/23/2026

Committee Agenda type: Consent

Council Meeting Date: 03/16/2026

Date Rec'd	2/11/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	FLEET SERVICES	**Bid #**	WA STATE
Contact Name/Phone	RICK GIDDINGS 509-625-7706	**Requisition #**	RE 20887
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5100-PURCHASE OF 2 VEHICLES FOR ENGINEERING		

Agenda Wording

Fleet Services would like to purchase 1 Chevrolet Silverado EV and 1 Ford F250 Diesel for the Engineering Department.

Summary (Background)

Engineering would like to purchase one 2026 Chevrolet Silverado BEV Pickup for $58,882.92 including sales tax, and One Ford F250 Diesel Pickup for $68,326.78 including tax. Units will replace 2 very old vehicles that have exceeded their economic lifecycle. Vehicles will be purchased from Bud Clary using Washington DES Contracts.

What impacts would the proposal have on historically excluded communities?

None identified.

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

Data will not be collected.

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

Lifecycle cost data is collected by Fleet for future analysis.

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

Aligns with CIP and City Centralized Fleet Management Policy.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 127,209.70
Current Year Cost	$ 127,209.70
Subsequent Year(s) Cost	$ 0

Narrative

Vehicles will be purchased using Washington State DES Contracts following all city competitive purchasing rules.

Amount		Budget Account
Expense	$ 127,209.70	# 0370-30210-94440-56404-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

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

Yes

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	RUSSELL, ADAM T.	PURCHASING	PRINCE, THEA
Division Director	BOSTON, MATTHEW		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

rgiddings@spokanecity.org	Tprince@spokanecity.org
atrussell@spokanecity.org	fleetservicesaccounting@spokanecity.org
nzollinger@spokanecity.org	pyoung@spokanecity.org

From: NOREPLY@des.wa.gov
To: Giddings, Richard
Cc: descarssystem@des.wa.gov
Subject: Vehicle Quote - 2026-2-219 - SPOKANE, CITY OF - 23210
Date: Wednesday, February 11, 2026 11:59:55 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2026-2-219 Create Purchase Request View organization purchase requests

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

Contract & Dealer Information

Contract #: 28423
Dealer: Bud Clary Chevrolet (W262)
Dealer Contact: Becky Davis
Dealer Phone: (360) 423-1700

Organization Information

Organization: SPOKANE, CITY OF - 23210
Email: RGIDDINGS@SPOKANECITY.ORG
Quote Notes: Engineering 1 Silverado EV (Revised)
Vehicle Location: SPOKANE CITY

Color Options & Qty

Summit White(GAZ) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2026-08039-0001	2026 Chevy Silverado EV(CT35843) Crew Cab e4WD Truck	1	$58,250.00	$58,250.00
2026-08039-0002	***INFORMATION ONLY: SALES TAX ONLY 8.4%***	1	$0.00	$0.00
2026-08039-0003	***INFORMATION ONLY: Bud Clary Chevrolet/Subaru-DES Vendor #W262***	1	$0.00	$0.00
2026-08039-0004	***INFORMATION ONLY: NEW FOR CONTRACT #28423: Delivery location must be selected, see option #0202. Standard equipment includes TWO keys.	1	$0.00	$0.00
2026-08039-0005	***INFORMATION ONLY: Bud Clary Chevrolet/Subaru CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. 2% cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. 10% cancellation fee if vehicle has been serialized and has specialized equipment ordered. Custom bodies cannot be cancelled. 2WD and 4x2 vehicles cannot be cancelled. Absolutely NO cancellation if customer has licensed/registered vehicle.	1	$0.00	$0.00
2026-08039-0006	Standard vehicle: 2026 Chevy Silverado EV Crew Cab e4WD 3WT	1	$0.00	$0.00

	which includes WT Select Package includes (BVE) Assist Steps, (KV7) Offboarding Power and (ZL6) Trailer Integration Package, Dual Level Charge Cord, dual-mode portable, 120-volt (1.4 kW) and 240-volt (7.7 kW) capability, swappable NEMA 5-15 and NEMA 14-50 plugs with SAE J1772 vehicle connection-limited availability			
2026-08039-0009	4WT Model	1	($5,000.00)	($5,000.00)
2026-08039-0010	***Options listed below for 4WT Model ONLY***	1	$0.00	$0.00
2026-08039-0019	VEHICLE DELIVERY - PLEASE SELECT ONE:	1	$0.00	$0.00
2026-08039-0022	Delivery to customer location in Eastern Washington. (DLR)	1	$400.00	$400.00
2026-08039-0205	Flare Kit, 3-piece triangle with storage box, for roadside emergency use (DLR)	1	$76.00	$76.00
2026-08039-0206	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	1	$52.00	$52.00
2026-08039-0207	Mud Flaps, Front (DLR)	1	$221.00	$221.00
2026-08039-0208	Mud Flaps, Rear (DLR)	1	$221.00	$221.00

Catalytic Converter Marking

Our organization declines catalytic converter marking

Quote Totals

Total Vehicles:	1
Sub Total:	$54,220.00
8.6 % Sales Tax:	$4,662.92
Quote Total:	$58,882.92

From: NOREPLY@des.wa.gov
To: Giddings, Richard
Cc: descarssystem@des.wa.gov
Subject: Vehicle Quote - 2026-2-218 - SPOKANE, CITY OF - 23210
Date: Wednesday, February 11, 2026 11:54:28 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2026-2-218 Create Purchase Request View organization purchase requests

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

Contract & Dealer Information

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

Organization Information

Organization: SPOKANE, CITY OF - 23210
Email: RGIDDINGS@SPOKANECITY.ORG
Quote Notes: Engineering F250 (Revised)
Vehicle Location: SPOKANE CITY

Color Options & Qty

Oxford White (Z1) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2026-08009-0001	2026 Ford F-250 4WD	1	$44,500.00	$44,500.00
2026-08009-0002	INFORMATION ONLY: Vehicle sales tax is 8.6%.	1	$0.00	$0.00
2026-08009-0004	INFORMATION ONLY: NEW FOR CONTRACT #28423: Delivery location must be selected, see option #0202. Standard equipment includes TWO keys. For additional keys, see option #0210.	1	$0.00	$0.00
2026-08009-0006	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. 2% cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. 10% cancellation fee if vehicle has been serialized and has specialized equipment ordered. Custom bodies cannot be cancelled. 2WD and 4x2 vehicles cannot be cancelled. Absolutely NO cancellation if customer has licensed/registered vehicle.	1	$0.00	$0.00
2026-08009-0007	INFORMATION ONLY: Chassis Upfits (service bodies, flatbeds, dump bodies, cranes, snow plows, liftgates, lighting, etc.) are available and will be installed prior to vehicle delivery. To view, at bottom of page, check the box to the right of DISPLAY UPFIT OPTIONS.	1	$0.00	$0.00

2026-08009-0010	2026 Ford F250 Pickup, Regular Cab, 4WD, 142WB, 8ft Box, 6.8L V8 Gas, TorqShift-G 10-Speed Automatic Transmission with Select Drive Modes; 10,000# GVWR; 3.73 RAR #X37; LT245/75Rx17E BSW All-Season Tires (F2B/600A/99A/44F/142WB) -- This is the BASE Vehicle, please refer to Vehicle Standard Specifications for complete description.	1	$0.00	$0.00
2026-08009-0014	Alternative Cab/Wheelbase: Crew Cab, 176WB, 8ft box, 10000# GVWR, 48-gallon fuel tank (W2B/176WB)	1	$5,152.00	$5,152.00
2026-08009-0021	6.7L 4-Valve OHV Power Stroke V8 Turbo Diesel B20 [Manual push-button engine-exhaust braking; TorqShift 10-Speed Automatic w/ Selectable Drive Modes; Operator Commanded Regeneration (OCR); 190-Amp Alternator; Dual 750CCA Batteries #86M; 3.31 RAR #X31; 10000# GVWR] [Diesel Fuel Tank: 142WB = 29 gallons, 160WB/164WB = 34 gallons, 176WB = 48 gallon] (99T/44G)	1	$10,776.00	$10,776.00
2026-08009-0029	Engine Block Heater (41H)	1	$187.00	$187.00
2026-08009-0058	Upfitter Switches (6) (located in overhead console) [Includes 190-amp (gas)/250-amp (diesel) upgraded alternator #67D] (GAS engines: May also order upgraded alternator #67E unless Pro Power is selected) (DIESEL engines: May also order upgraded alternator #67B unless Pro Power is selected) (66S)	1	$226.00	$226.00
2026-08009-0066	Wheel Well Liner, Front (61L)	1	$177.00	$177.00
2026-08009-0067	Wheel Well Liner, Rear (Not available w/ Pickup Box Delete #66D) (61M)	1	$177.00	$177.00
2026-08009-0069	Platform Running Boards (Extended/Crew Cabs) (18B)	1	$437.00	$437.00
2026-08009-0081	360-Degree Dual Beacon LED Warning Strobes (Amber-White) (roof-mounted in front of the CHMSL) (91G)	1	$647.00	$647.00
2026-08009-0083	LED Box Lighting (Includes LED Center High-Mounted Stop Lamp CHMSL) (Not available w/ Pickup Box Delete #66D) (66L)	1	$59.00	$59.00
2026-08009-0205	Delivery to customer location in Eastern Washington. (DLR)	1	$450.00	$450.00
2026-08009-0230	Flare Kit, 3-piece triangle with storage box, for roadside emergency use (DLR)	1	$76.00	$76.00
2026-08009-0231	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	1	$52.00	$52.00

Catalytic Converter Marking

Our organization declines catalytic converter marking

Quote Totals

Total Vehicles:	1
Sub Total:	$62,916.00
8.6 % Sales Tax:	$5,410.78
Quote Total:	$68,326.78

Taxes & Licenses Department
808 W Spokane Falls Blvd
Spokane WA 99201-3336
509-625-6070
taxesandlicenses@spokanecity.org

Business License Exemption Request Form

SMC 8.01.070 states that no person may engage in business in the City or "with the City" without first having obtained a Washington State business license with City of Spokane endorsement.

Spokane Municipal Code allows for business license exemption for certain limited activities. If you think your business is exempt, please fill out this form, sign and submit it to the Taxes and License department. Submissions can be accepted via email or physical mail to the contact information identified above.

Select the exemption(s) that apply:

- ☐ Public Rule 0860-24-01 – rule 3 – insurers and insurance agents, excluding other title insurers.
- ☐ Public Rule 0860-24-01 – rule 10, & SMC 08.01.090 E – exemption for farmers & gardeners.
- ☐ SMC 08.01.090 – A – presenters at convention or trade show with limited entry.
- ☐ SMC 08.01.090 – C – persons or entities operating at locations managed by an airport board.
- ☐ SMC 08.01.090 – D – where preempted by Federal or state constitution or laws.
- ☐ SMC 08.01.090 – F – School groups conducting occasional sale from a temporary location.
- ☐ SMC 08.01.090 – G – The business does not have contracts with the City in any calendar year with an accumulated value exceeding $12,000. Value of current contract is _____
- ■ SMC 08.01.195 – D – seller outside of the City delivering goods by means of common carrier

CERTIFICATION OF BUSINESS ACTIVITIES

I, Kathleen Brennan hereby do certify to the City of Spokane that the business I represent, known as Clary Longview LLC does not conduct nor solicit business activities within the City of Spokane, except for the business activities under the above identified exemptions.

Kathleen Brennan	Government Contracts Manager
Signature	Title
kathleen.brennan@budclary.com	360-423-4321
email	phone
700 7th Avenue	Longview, WA 98632
Address	City, State, Zip
Date: 10/22/25	UBI#604671883 (Washington State, if available)

For Internal Use only: Approved: ☑ Rejected ☐

If rejected provide reason:

Reviewed By: _____ Date: 10/27/25

Rev May 2025

Approved: Matt Boston
Approved as to form: Elizabeth Schoedel, Asst. City Attorney

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/23/2026

Committee Agenda type: Consent

Council Meeting Date: 03/16/2026

Date Rec'd	2/10/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	FLEET SERVICES	**Bid #**	DES CONTRACT
Contact Name/Phone	RICK GIDDINGS 509-625-7706	**Requisition #**	RE20900000
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5100 - PURCHASE OF SPRINTER VAN FOR WATER DEPARTMENT		

Agenda Wording

Fleet Services would like to purchase 1 diesel Mercedes Sprinter Mechanic van for the Water Department.

Summary (Background)

This Mechanic van will be purchased from Mercedes Benz of Spokane using the Washington DES contract. It will replace an older unit that has exceeded its economic lifecycle. Total cost including sales tax is $75,582.78.

What impacts would the proposal have on historically excluded communities?

None identified.

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

Data will not be collected.

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

Fleet Services collects lifecycle cost data for future analysis.

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

Aligns with CIP and City Centralized Fleet Management Policy.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 75,582.78
Current Year Cost	$ 75,582.78
Subsequent Year(s) Cost	$ 0

Narrative

Will be purchased using the Washington State DES contract following all City Competitive Purchasing rules.

Amount		Budget Account
Expense	$ 75,582.78	# 4100-42490-94340-56404-11004
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

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

Yes

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	RUSSELL, ADAM T.	PURCHASING	PRINCE, THEA
Division Director	STRATTON, JESSICA		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
rgiddings@spokanecity.org	Tprince@spokanecity.org
atrussell@spokanecity.org	fleetservicesaccounting@spokanecity.org
kyoung@spokanecity.org	

From: NOREPLY@des.wa.gov <NOREPLY@des.wa.gov>
Sent: Tuesday, February 3, 2026 3:50 PM
To: Rickman, Cary <crickman@spokanecity.org>
Cc: descarssystem@des.wa.gov
Subject: Vehicle Quote - 2026-2-52 - SPOKANE, CITY OF - 23210

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2026-2-52 Create Purchase Request View organization purchase requests

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

Contract & Dealer Information

Contract #:	28423		
Dealer:	Mercedes Benz Of Spokane (W42721)	Dealer Contact:	Derek Law
		Dealer Phone:	(509) 455-9100

Organization Information

Organization:	SPOKANE, CITY OF - 23210
Email:	crickman@spokanecity.org
Quote Notes:	
Vehicle Location:	SPOKANE CITY

Color Options & Qty

147 Arctic White - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2026-04045-0001	2026 M-B Sprinter 2500 Cargo 9050 GVWR RWD 2.0L 4Cyl Standard HP Turbo diesel W/9spd Auto Trans 144 WB (DCAS2S) MSRP $53,263.00 5% Discount	1	$50,599.00	$50,599.00
2026-04045-0003	2026 M-B Sprinter 2500 AWD Cargo 9050 GVWR 2.0L 4-Cyl High HP Turbo diesel W/9spd Auto Trans 144 WB (DCAA2S) $62,933.00 5% Discount	1	$9,187.00	$9,187.00
2026-04045-0013	(VF6) Artico Man-Made Leather Black	1	$69.00	$69.00
2026-04045-0017	(B01) ESP for increased Center of Gravity above 39.4 Ensuring safety and driving comfort with vehicles experiencing a high center of gravity (above 39.4?from the ground). Vehicles with a raised center of gravity due to installed bodies or larger modifications can still enjoy safety and comfort on the road in many different driving situations. MUST HAVE CB4/CB8/X55	1	$0.00	$0.00

	NOT WITH RH0/CB7			
2026-04045-0032	(D03) High roof 144WHEELBASE ONLY The High roof includes high sidewalls and higher rear doors, giving an interior height in the load/passengercompartment of approx. 79.5? (2020 mm) (short wheelbase approx. 79.1? (2010 mm)). Compared to the standard roof, this is approx. 11.5? (292) mm higher. This provides increased load space and room for stand up. The door apertures are higher both rear and sliding compartment doors. The maximum load capacity is 330 Ibs (150 kg) evenly distributed over the whole area of the roof.	1	$3,550.00	$3,550.00
2026-04045-0033	(D13) Mounting rails for roof rack Two recessed longitudinal stainless steel C-rails are bolted to theroof. Maximum roof load (including basic carrier bars) 110 Ibs. (50kg) per crossbar. Maximum roof load for the standard roof is 660Ibs (300 kg) (six crossbars) and 330 Ibs (150 kg) for the high roof (code D03) (three cross bars).	1	$341.00	$341.00
2026-04045-0034	(D50) Cargo partition must have T77; not with D51/SR8/SR9/T74 The Full-Length Partition D50 located on the B-pillar is designed as one-piece for normal height roof and two-pieces for high roof versions. These two options now have a 0.59? (15 mm) deeper contouring at back rest height. This allows for the front seats to be better adjusted to the driver?s and co-driver?s comfort.	1	$327.00	$327.00
2026-04045-0045	(E2M) Additional battery for retrofit consumers, engine compartment must have E36; not with E2I When ordering code E2I in addition to the vehicle starter battery an absorbed glass mat (AGM) battery 12 V/92 Ah 850 A is installed into the co-driver?s seat frame. If an installation in the co-driver? s seat frame is not possible due to restrictions an additional 12 V / 70 Ah 720 an AGM battery can be placed into the engine compartment on the left hand side in driving direction, via code E2M.	1	$281.00	$281.00
2026-04045-0046	(E36) Cutoff relay for additional battery The relay is installed on the charge line to the auxiliary battery. It separates the starter battery consumers from the auxiliary battery consumers. When the engine is running, the relay allows both batteries to be charged or discharged simultaneously.	1	$126.00	$126.00
2026-04045-0060	(F84) Digital Rearview Mirror NOT AVAILABLE NOW must have LA2- Not with F61	1	$746.00	$746.00
2026-04045-0084	(JA7)Blind Spot Assist Must have F64 on 2500 and 3500; must have F68 on 3500XD and 4500 The Blind Spot Assist monitors the rear and side areas of the vehicle using two short-range radar sensors located in the rear bumper. The detection range covers an area of 137 in (3.5 m) to both sides of the vehicle and 118 in (3 m) to the rear starting at the B-pillar. If a vehicle is detected in the blind spot, a red triangle appears in the corresponding side mirror. Should the driver activate the indicator to change lanes despite this optical warning, the red triangle will start to blink and an acoustic signal will sound. In addition, this assistance system can be activated or deactivated manually via the menu on the on-board computer or the multimedia system.	1	$511.00	$511.00
2026-04045-0098	(LC2) LED M Light strip in load compartment	1	$298.00	$298.00
2026-04045-0100	(M61) Alternator 14V / 280A	1	$191.00	$191.00
2026-04045-0132	(T77) Assist handle w/Partition Must have D50/D51/D64	1	$37.00	$37.00
2026-04045-0142	(V43) Wood floor with 6 D-rings Replaces V93; not with P93/VL4/VK8/T19 The code V43, Wood flooring, includes a plywood floor installed in the load compartment. The top side of the wooden floor is coated with a grey, hardwearing and non-slip melamine resin film. The wooden floor is fixed by the bolts flush-mounted lashing points. The number of anchoring lugs employed varies according to the length of vehicle.	1	$480.00	$480.00
2026-04045-0148	(VA3) Side wall paneling full hardboard The cargo compartment sidewalls,	1	$504.00	$504.00

	the sliding door(s) and the rear doors are lined with 0.189? (4.8 mm) thick gray polypropylene (PP) Con-Pearl plastic panels. The trim extends as far as the roof frame. The plastic panels are food-safe, moisture-resistant, washable, abrasion-resistant and recyclable.			
2026-04045-0159	(W54) Rear doors, opening to side wall (270 DEGREES) W54 hinges are installed that allow the rear doors to be opened to the side wall of the vehicle. The new hinges hold the doors in place on its own without the need of rubber, magnetic bumpers on the door/side wall. This makes loading much easier in confined spaces, for example on ramps. The newly developed door hinges engage automatically at 90? and in the maximum opening position.	1	$409.00	$409.00
2026-04045-0163	(W73) Bumper step, rear, grey Not with QA2/Q24/W75/W76 A slip-resistant step is fitted at the rear of the vehicle, extending across the full width of the doors	1	$212.00	$212.00
2026-04045-0168	(XM4) Acoustic Package std With C02/C03	1	$98.00	$98.00
2026-04045-0177	(C00) Comfort Package LC4 Comfort overhead control panel, SE4 Lumbar support, co-driver's seat, SE5 Lumbar support, driver's seat, SK0 Comfort head restraint, driver, SK1 Comfort head restraint, co-driver Must have C0S OR X68; CA/CC only: not with S23	1	$358.00	$358.00
2026-04045-0178	(C0S) Comfort Package (Seat addition) Package SB1 Comfort Driver's seat SB2 Confort Passenger seat MUST Have C00	1	$434.00	$434.00
2026-04045-0181	(C01) Driver Convenience Package E46 12 V power outlet, driver seat base FJ5 Hinged Lid for Storage Compartments left and right F64 12 V power outlet, driver seat base FJI Hinged lid for storage compartment FZ9 Keys, two additional masters JW8 Attention Assist	1	$457.00	$457.00

Catalytic Converter Marking

Our organization declines catalytic converter marking

Quote Totals

Total Vehicles:	1
Sub Total:	$69,215.00
9.2 % Sales Tax:	$6,367.78
Quote Total:	$75,582.78

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/23/2026

Committee Agenda type: Consent

Council Meeting Date: 03/16/2026

Date Rec'd	2/11/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	FINANCE, TREASURY & ADMIN	**Bid #**	
Contact Name/Phone	SKYLER BROWN X6294	**Requisition #**	
Contact E-Mail	SBROWN@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	SPECIAL BUDGET ORDINANCE – HEALTHY AND SUSTAINABLE COMMUNITIES		

Agenda Wording

The Healthy and Safe Communities Grant provides a one-time allocation for a partnership project with the Northeast Community Center and the ZONE Program. This funding has been awarded by the US Conference of Mayors and has a specific window for use.

Summary (Background)

The $200,000 award supports the Youth Wellness Zone initiative. The ZONE is a resident initiative rooted in collaboration and collective action in Northeast Spokane. In partnership with On Track Academy and Northeast Community Center, the program offers youth-led wellness programs. The program encourages mayoral engagement through student presentations with City Council, the Community Assembly, and neighborhood councils.

What impacts would the proposal have on historically excluded communities?

This program works closely with Northeast Community Center and District 1 communities. is home to nine diverse neighborhoods and represents the most racially and economically diverse area of the city. Nearly 30% of residents—and 40% of children under 18—identify as Black, Indigenous, or people of color, compared to 21% citywide. One in ten residents is an immigrant, double the citywide average. Despite this diversity and community strength, District 1 experiences the highest levels of poverty and health disparities in Spokane. Nearly 40% of children live below the poverty line, and more than 80% qualify for free or reduced-price lunch.

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

N/A

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

The YWZ measures success using qualitative and quantitative metrics to assess program efficacy, reach, participation, strategy-to-outcome match, implementation, and sustainability of outcomes over time.

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

Through public advocacy, resource mobilization, and continued direct engagement with students, Mayor Brown will serve as the initiative's champion—amplifying youth voices and ensuring their ideas shape Spokane's future.

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 200,000
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Expense	$ 180,000.00	# 1330-95666-75500-54201-99999 (Subs/Contracts)
Expense	$ 9,000.00	# 1330-95666-75500-51991-99999 (Salary Admin)
Expense	$ 2,817.00	# 1330-95666-75500-52991-99999 (Benefit Admin)
Expense	$ 8,183.00	# 1330-95666-75500-54992-99999 (Indirect Cost
Revenue	$ -200,000.00	# 1330-95666-99999-36999-99999 (Revenue)
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

No, we are limited in the number of applications we can submit for this funding program.

Expense Occurrence	One-Time

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

None

Approvals		Additional Approvals	
Dept Head	STRATTON, JESSICA	MANAGEMENT &	STRATTON, JESSICA
Division Director	STRATTON, JESSICA	ACCOUNTING -	BROWN, SKYLER
Accounting Manager	BROWN, SKYLER		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

jstratton@spokanecity.org	wwicker@spokanecity.org
mboston@spokanecity.org	jmiller@spokanecity.org

ORDINANCE NO C36852

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ACCEPT THE HEALTHY AND SUSTAINABLE COMMUNITIES GRANT, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the Miscellaneous Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

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

Section 1. That in the budget of the Miscellaneous Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $200,000.
A) Of the increased revenue, $200,000 is provided solely from the US Conference of Mayors to be recorded in other general miscellaneous revenue in the Healthy and Safe Communities Grant program.

2) Increase appropriation by $200,000.
A) Of the increased appropriation, $180,000 is provided solely for contractual services.
B) Of the increased appropriation, $20,000 is provided solely for contra salaries, contra benefits, and contra other indirect costs for administrative support.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from needing to accept the healthy and sustainable community grant, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

Approved as to form:

_____
City Clerk

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/23/2026

Committee Agenda type: Consent

Council Meeting Date: 03/16/2026

Date Rec'd	2/11/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	FINANCE, TREASURY & ADMIN	**Bid #**	
Contact Name/Phone	SKYLER BROWN X6294	**Requisition #**	
Contact E-Mail	SBROWN@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	ACCEPTANCE OF HEALTHY AND SUSTAINABLE COMMUNITIES GRANT		

Agenda Wording

Requesting permission to accept the US Conference of Mayor's Healthy and Sustainable Communities Grant in total $200,000.

Summary (Background)

The $200,000 award support the Youth Wellness Zone initiative. The ZONE is a resident initiative rooted in collaboration and collective action in Northeast Spokane. In partnership with On Track Academy and Northeast Community Center, the program offers youth-led wellness programs. The program encourages mayoral engagement through student presentations with City Council, the Community Assembly, and neighborhood councils.

What impacts would the proposal have on historically excluded communities?

This program works closely with Northeast Community Center and District 1 communities. is home to nine diverse neighborhoods and represents the most racially and economically diverse area of the city. Nearly 30% of residents—and 40% of children under 18—identify as Black, Indigenous, or people of color, compared to 21% citywide. One in ten residents is an immigrant, double the citywide average. Despite this diversity and community strength, District 1 experiences the highest levels of poverty and health disparities in Spokane. Nearly 40% of children live below the poverty line, and more than 80% qualify for free or reduced-price lunch.

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

N/A

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

The YWZ measures success using qualitative and quantitative metrics to assess program efficacy, reach, participation, strategy-to-outcome match, implementation, and sustainability of outcomes over time.

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

Through public advocacy, resource mobilization, and continued direct engagement with students, Mayor Brown will serve as the initiative's champion—amplifying youth voices and ensuring their ideas shape Spokane's future.

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 200,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Community Funding: $180,000 City Administration and Staffing: $20,000

Amount		Budget Account
Expense	$ 180,000.00	# 1330-95666-75500-54201-99999 (Subs/Contracts)
Expense	$ 9,000.00	# 1330-95666-75500-51991-99999 (Salary Admin)
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Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	STRATTON, JESSICA	ACCOUNTING -	BROWN, SKYLER
Division Director	STRATTON, JESSICA		
Accounting Manager	BROWN, SKYLER		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

jstratton@spokanecity.org	mboston@spokanecity.org
sneal@spokanecity.org	wwicker@spokanecity,org

Healthy and Sustainable Communities Grant Awards – US Conference of Mayors

Due 11/3/25 at 11:59PM (emailed to confirm on 10/24)

Notification by Jan 31 2025

https://thezonespokane.org/youthwellnesszone/

Basic Program Information

1. **What's the name/title of the program/initiative you're submitting for consideration?** * (Please note that the name/title you provide here will be used in all promotional materials, if your program/initiative is selected to receive an award.)

Spokane's Student-Led Youth Wellness Zone

2. **Name of city applying for the award: ***

Spokane

3. **State or Territory in which the city applying for the award is located:**

Washington

4. **Please select the population category of the city applying for the award:**

a. Medium City (75,000 - 250,000)

5. **Mayor First Name**

a. Lisa

6. **Mayor Last Name**

a. Brown

7. **Specify whether this application is for: (Check the appropriate box)**

a. Expansion of an Existing Program

b. Development of a New Program

Mayoral Staff and Lead Application Contact Information

8. **Mayoral Staff Contact Information**

a. First name, last name, email, telephone number

b. Jon Snyder, jsnyder@spokanecity.org, 509-625-6069

9. **Lead Application Contact Information**

a. Jene Ray, jray@necommunitycenter.com, 509-209-7227

Community & Program Descriptions; Mayoral Letter of Support

10. **Community Description/Statement of Need (500 word max)**

a. Please describe and discuss the target population that will be the focus of the proposed program. Consider this essay a statement of need, essentially. Here you can talk about the population(s) your program/initiative aims to help, and why they might need that help.

You may include information on:

- Overall community demographics and data on socio-economic status;
- Community health and/or environmental/sustainability data specifically for the target population(s) your proposed program/initiative will serve; and
- An overview of existing resources available to the target population, and how your program will supplement, complement, and/or enhance those resources.

In the United States, approximately six million children and adolescents experience anxiety, 5.5 million struggle with behavioral health challenges, and three million suffer from depression (CDC, 2023). More than half of these young people will not be able to access appropriate care given current infrastructure and systemic shortcomings. Provider workforce shortages, distrust in formal medical treatment systems and limited access to care highlight the necessity of incorporating new, innovative approaches to supporting youth wellbeing.

Spokane's District 1, located in the Northeastern part of the city, is home to nine diverse neighborhoods and represents the most racially and economically diverse area of the city. Nearly 30% of residents—and 40% of children under 18—identify as Black, Indigenous, or people of color, compared to 21% citywide. One in ten residents is an immigrant, double the citywide average. Despite this diversity and community strength, District 1 experiences the highest levels of poverty and health disparities in Spokane. Nearly 40% of children live below the poverty line, and more than 80% qualify for free or reduced-price lunch. Environmental and social inequities compound these challenges. The City's Climate

Vulnerability Assessment found that District 1 faces the greatest exposure to environmental risks exacerbated by climate change and the lowest adaptive capacity to respond to them.

In 2024, The ZONE, a resident-initiative rooted in collaboration and collective action in Northeast Spokane, launched the Youth Wellness Zone (YWZ). YWZ is a youth-led program that empowers young people to define wellness, identify priorities, and develop strategies to support mental health. The program launched with a wellness class at On Track Academy (OTA), a project-based school for high schoolers in Spokane Public Schools that provides students opportunities to create personalized plans and better prepare them for success in their preferred future. Wellness class students identified healthy food access, life skills such as meal preparation, and opportunities to be safely outdoors as top concerns. In response, YWZ, OTA and Second Harvest Food Bank partnered to bring youth-led solutions to life. Students now manage biweekly deliveries of fresh foods, organizing and distributing food and recipes to peers and families. They continued this work through the summer to meet community demand. This ensured students, who receive school credits, were receiving access to fresh and quality foods, while giving them necessary life skills in program management and distribution.

These student-led projects demonstrate both the need and the readiness of Northeast Spokane youth to lead wellness solutions. Students have created a Schoolyard Forest and pollinator garden at OTA, planting 20 trees donated by the City of Spokane to expand canopy cover, improve air quality, and offer a safe outdoor space for learning and connection. Vegetables harvested from the garden are distributed to low-income community members.

Continued investment in the Youth Wellness Zone is critical to sustaining these efforts and addressing the systemic factors that drive youth anxiety and depression. Spokane's District 1 youth have shown that, when empowered, they can transform their environment and improve both personal and community wellbeing.

11. **Description of the Proposed Program/Initiative (1,100 word max):**

Please describe, in detail, the program/initiative you propose to implement, should you win the award. Include the rationale for the program and any objective data or results demonstrating anticipated impact. It may be helpful to consider the answers to the following questions as you prepare your response:

- How will the target population(s) benefit from this program/initiative?

- What aspects of your program are unique/novel/innovative?
- Why do you believe the program will be effective?
- What organizations/city departments will be involved in the implementation of this program, and what will be the specific roles of those departments/organizations?
- What are your anticipated program/initiative outcomes, and how will you measure them?
- If your proposed program/initiative wins this award, how will the funds be expended?
- Can your program/initiative be replicated in different communities?

We created the Youth Wellness Zone (YWZ) to empower students in Spokane's District 1 to define wellness in their own words and lead community-based solutions addressing youth anxiety, food insecurity, and climate-related stress. In its first year, students from On Track Academy (OTA) worked together to identify the barriers that make it difficult for young people to thrive—limited access to healthy food and the mental health impacts of poverty and environmental change. Guided by the principle that youth are experts in their own experiences, the program has demonstrated that when young people are given the platform and support to lead, they generate powerful and lasting change.

Program Rationale:

The YWZ bridges gives youth the tools and the authority to address the root causes of stress and anxiety through civic engagement, sustainability, and peer-driven wellness initiatives.

The first year of implementation proved that this approach works. Students built a Schoolyard Forest at OTA, partnered with Second Harvest Food Bank to distribute fresh foods to community members, and launched a composting program that diverts food waste from landfills. In doing so, they demonstrated how youth-led projects can improve both community health and environmental resilience while cultivating confidence, belonging, and purpose among participants.

Program Expansion and Partnerships:

The YWZ is a collaborative effort involving multiple partners, each contributing unique expertise and capacity. These partners include the Spokane City Office of Neighborhood Services, Community, Housing & Human Services (CHHS), the Mayor's Office, City Council, as well as Spokane Public Schools (SPS), Northeast Community Center, Chase Youth Commission, and Spokane Regional Behavioral Health program. With additional

funding, the next phase of the YWZ will build on this foundation by expanding participation, deepening partnerships, and enhancing environmental learning spaces. Specifically, the program will:

- **Expand YWZ programming to the adjacent SPS middle school** located on the same campus as OTA, enabling younger students to participate in the Schoolyard Forest, learn about native plants, and contribute to hands-on environmental projects.
- **Construct 2 year-round greenhouses** on campus property between Shaw Middle School (SMS) and the OTA. The construction will be a collaboration between the NECC, the Boy Scouts, ZONE, OTA and SMS students. These spaces will provide year-round access to fresh produce for local families while serving as calming, nature-based learning environments that reduce anxiety and strengthen connection to place.
- **Expand the composting program** that began at OTA to nearby schools including the NEWTech Skill Center, SMS, and Regal Elementary School.
- **Engage the business community** through the Mayor's Office and the Chamber of Commerce to connect youth-led wellness projects with local employers and entrepreneurs. Solicit support for implementation through sponsorships and direct participation.
- **Integrate civic engagement and leadership development** opportunities, connecting students with the Mayor's Office, City Council, and the Chase Youth Commission, a youth-led civic group promoting student engagement.

Together, these initiatives will expand youth participation, address environmental and nutritional needs, and create stronger, more connected neighborhoods.

Anticipated Outcomes and Evaluation:

The YWZ measures success using qualitative and quantitative metrics to assess program efficacy, reach, participation, strategy-to-outcome match, implementation, and sustainability of outcomes over time. Key anticipated outcomes include:

- Increased academic engagement and graduation rates, evidenced by the first cohort's success: all seniors in the Wellness Elective graduated and have postsecondary education plans.
- Expanded access to nutritious food for students and community members through greenhouse and produce distribution projects.

- Environmental impact, including composting outcomes (reduced food waste) and biodiversity gains from native plantings in the Schoolyard Forest.
- Civic participation metrics, such as the number of youth presentations delivered to city leadership, community events hosted, and partnerships established.

Use of Funds:

If awarded funding, expenditures will directly support the continuation and expansion of the YWZ, with the following priorities:

- **Greenhouse and environmental infrastructure:** Construction materials, soil, irrigation, and native plant installations.
- **Community engagement and evaluation:** Support for youth showcases, presentations, marketing, and data collection through focus groups, interviews, and surveys
- **Staffing and Coordination**: Dedicated staff will manage partnerships, mentor students, and organize volunteers by strategy area

These investments ensure that youth remain at the center of both design and implementation, while providing the infrastructure needed to sustain long-term impact. See budget narrative for full description of funding use.

Program Effectiveness:

By connecting environmental health, food access, and mental wellbeing, YWZ addresses multiple social determinants of health simultaneously. The program transforms students from program recipients into change-makers.

The model has already generated measurable outcomes: improved graduation rates, increased civic confidence, and strong local partnerships. When students see their voices lead to real change they build trust in their own agency and in local government.

As one student shared:

“I think everything that The ZONE … had for the goal of giving a microphone and a platform for our voices, for these problems that have been weighing on our minds and … shoulders for a long time. […] Our eyes have been opened, being able to talk to legislators, being able to speak with high up people. I shook the Mayor's hand … It has widened the stage and I want that for every student … to be given the opportunity to have these problems be heard and seen and validated.”

This testimony captures the spirit of the Youth Wellness Zone: empowerment, belonging, and civic partnership.

Replication Potential: Youth across the nation share concern about their futures. They want to find connection, health, and hope. The Youth Wellness Zone model is intentionally adaptable and scalable. Any community can replicate it by creating a student-led wellness club, elective, or youth commission that surveys peers, identifies local needs, and collaborates with civic and business leaders to design actionable solutions. Spokane's youth from our first year have joined other community action committees and are advocating for Youth Wellness Zones on the college campuses they have transitioned to. Other Spokane Public Schools have requested YWZ programming. The YWZ framework has been implemented in Yakima Valley, WA, in Renton, WA and Greater Parkland, WA. The framework is scalable and requires minimal infrastructure — just dedicated adult allies and authentic opportunities for community-based youth leadership.

12. **Mayoral Engagement (250 word max):**

- How will your Mayor be involved with the proposed initiative?
- How will the Mayor promote or champion the initiative?
- Will the Mayor engage directly with those served by the proposed initiative and if so, how?
- Will the Mayor be involved in ensuring the viability of the program beyond the funding provided by this award? Please provide as many specifics as possible.

The City of Spokane and Mayor Brown are committed elevating the youth voice and ensuring young people are active contributors to Spokane's future. Mayor Brown will champion the YWZ by engaging the Chamber of Commerce, regional business leaders, and community organizations to address barriers to youth stability, achievement, and wellness.

Mayor Brown will host a listening session with YWZ students to discuss civic processes, advocacy strategies, and pathways for influencing policy, drawing on her background as an educator and policymaker. The Mayor's Office will facilitate YWZ student presentations before City Council, the Community Assembly, and neighborhood councils to connect youth perspectives with local decision-making on how environmental issues, access to green spaces, food insecurity impact youth mental health.

To broaden community awareness, the Mayor's Office will coordinate opportunities for local and regional media opportunities to spotlight YWZ students' stories and amplify youth leadership successes. Mayor Brown will leverage partnerships with the Chase Youth Commission and SPS to co-sponsor regional youth-to-youth events that build peer networks and civic engagement.

To ensure the program sustainability beyond this award, Mayor Brown has made the YWZ a priority and directed staff to pursue additional grants and partnerships. The Mayor will share the YWZ model with mayors across the region and advocate at the state level for expansion of similar youth-led programs across Washington. Through public advocacy, resource mobilization, and continued direct engagement with students, Mayor Brown will serve as the initiative's champion—amplifying youth voices and ensuring their ideas shape Spokane's future.

13. **Please upload your Mayoral Letter of Support. (Required for submission; MUST be in PDF format.) * The letter must be signed by the Mayor, and must be on official City letterhead.**

The letter should speak to the Mayor's familiarity with and enthusiasm for the project being proposed for funding. It can speak to why the program being proposed is important and necessary. Anecdotes which express the Mayor's personal experience with, if not the program itself, the issues which the proposed program addresses, are welcome. If the Mayor will take a specific and active role in the proposed program, it is absolutely worth noting that!

Letter will be provided in PDF format on letterhead.

14. **Budget and Budget Narrative (must be in PDF format)**
    Please provide, in a single document:

a. An itemized budget for the full first-place award amount ($200,000) in your population category, should you win. (Refer to our awards web page for population categories and award amounts.) We understand that you can only be so specific in this instance, but do your best to give us an idea of what your spending priorities would be.

b. A 500-word (or less) budget narrative that explains/justifies your priorities AND speaks to which priorities you'd focus on if you receive the second-place award amount ($75,000).

Overview and alignment:

The ZONE is a resident-led initiative in Northeast Spokane, where youth and adult residents collaborate through a Steering Committee to identify annual community priorities. Since 2018, mental health support and youth wellbeing have remained top priorities. The Youth Wellness Zone emerged from this work, creating a sustainable platform for young people to define wellness and design solutions that improve their neighborhoods and schools. Continued funding will ensure that youth voices remain central to community decision-making and that their ideas move from vision to action.

Budget Priorities (Full Funding, $200,000):

With full program funding, the YWZ will expand youth engagement and community impact through five key investments:

1. **Staffing and Coordination**: Dedicated staff will manage partnerships, mentor students, and organize volunteers by strategy area—expanding the Schoolyard Forest, scaling composting and community gardens, and increasing perishable food distribution frequency and reach, and other free, safe outdoor activities.
2. **Student Incentives and Leadership Development:** Funds will provide stipends, training, and recognition for participating students, affirming that youth leadership has value and measurable community benefit.
3. **Community and Business Engagement:** Resources will support convenings, workshops, and outreach that connect youth with the Chamber of Commerce, local firms, and residents. Advertising through the Spokane Business Journal will amplify youth voices and attract private-sector allies.
4. **Wellness Training**: Students and staff will receive evidence-based training on managing anxiety and improving wellbeing—focusing on exercise, breathing, and nature-based regulation tools.
5. **Program Infrastructure**: Funding will sustain materials and logistics for free, safe outdoor activities that encourage connection, learning, and belonging.

Together, these priorities strengthen youth mental health, enhance environmental sustainability, and deepen citywide partnerships for long-term resilience.

If funded at $75,000:

At the reduced award level, The ZONE will focus on maintaining core coordination and youth participation while leveraging strong community partnerships to continue momentum. Staff capacity would be scaled back, and workshops, physical space development, and paid advertising would be deferred. However, the existing network—

Spokane Regional Health District, Second Harvest, Spokane Public Schools, neighborhood councils, businesses, and elected officials—has already pledged in-kind support to sustain youth-led activities wherever possible.

Even at a smaller funding level, youth will continue to lead composting, gardening, and forest canopy projects, and their civic voice will remain visible through community events and city partnerships.

The ZONE has already demonstrated transformational change: students now discuss tree canopy and oxygen levels, teach composting as a climate solution, and share recipes from local produce distributions. Youth who once doubted their futures now see themselves as leaders influencing healthier, more connected communities. With or without full funding, Spokane's young people are proving that when youth are centered and adults follow through, hope and health flourish.

From: Wicker, Cole
To: Neal, Sara
Subject: FW: Scheduling Meeting with Mayor Brown and CEO Kevin Keane
Date: Wednesday, February 11, 2026 2:01:42 PM
Attachments: image002.png

Notification email attached.

Thank you!

From: Judy Sheahan <jsheahan@usmayors.org>
Sent: Thursday, January 15, 2026 8:31 AM
To: Snyder, Jon <jsnyder@spokanecity.org>
Cc: Kassidy Klein <kklein@usmayors.org>; Scott, Alexander <ascott@spokanecity.org>; Tiffany Jackson <tjackson@usmayors.org>; Crystal Swann <cswann@usmayors.org>
Subject: Re: Scheduling Meeting with Mayor Brown and CEO Kevin Keane

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Dear Jon,
In response to your question, I've cced our Comptroller,Tiffany Jackson, who can answer any specific questions regarding any paperwork the city has to sign to officially accept the reward.

But I did want to share some additional information that will be hopefully helpful. As the Medium City First Place winner, the City of Spokane's program, *Spokane's Student-Led Youth Wellness Zone*, will receive a **$200,000** check. To complete the disbursement and related processes, here's what we would like from you.

1. Please complete the **attached W-9 form** and return it to Tiffany or myself, along with the name, address, telephone number, and email address of the person to whom the check should be mailed.
2. In addition to the awards presentation at the Winter Meeting, USCM and ABFHA would like to host a local “launch” event in your city to celebrate your first-place win and to increase visibility for your program, specifically, and for the awards in general. This event, which would

typically take place in the spring or early summer of the awards year, can take any number of forms – we usually look to you, the winning city, for direction on what this event can and should look like.

    - We would like to schedule a Zoom **(after the Winter Meeting)** with you to discuss this event in greater detail, answer any questions you may have, and begin to pin down potential dates and related information. Please confer with whomever you think should be involved in this conversation and forward us a few dates when your team can be available for a Zoom meeting.

3. Finally, as a reminder, we ask that you submit **a final report** to us at the conclusion of your program, detailing how the award funds were expended, outcomes achieved, and, most importantly, discussing any challenges you faced and/or lessons learned. The report need not be long; 2-3 pages can suffice. If you'd like more details about what the report should include, we can discuss this during the Zoom meeting referenced above.

Also, please keep the award announcement embargoed until the official ceremony at the Winter Meeting in Washington, DC, on January 29, 2026. We are happy to provide a draft.

Feel free to let me know if you have any questions.

Sincerely,
Judy

On Wed, Jan 14, 2026 at 12:12 PM Snyder, Jon <jsnyder@spokanecity.org> wrote:

> Kassidy,
>
> I forwarded this to the Mayor's scheduler and they should get back to you shortly. Also: is

there a point of contact for us at USCM to handle the grant award acceptance paperwork?

Jon Snyder (he/him) | Director of Transportation and Sustainability
City of Spokane | my.spokanecity.org jsnyder@spokanecity.org

From: Kassidy Klein <kklein@usmayors.org>
Sent: Tuesday, January 13, 2026 11:00 AM
To: Snyder, Jon <jsnyder@spokanecity.org>
Cc: Judy Sheahan <jsheahan@usmayors.org>; Scott, Alexander <ascott@spokanecity.org>
Subject: Scheduling Meeting with Mayor Brown and CEO Kevin Keane

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Dear Jon,

Happy New Year, and congratulations again! We look forward to Mayor Brown's participation in USCM's upcoming 94th Winter Meeting. **I'm reaching out to you because Kevin Keane, President and CEO of the American Beverage Association, would like to meet with the Mayor of each winning city individually for a one-on-one meeting and photo opportunity.** This meeting would take place on Thursday, January 29th, between 9:00 am and 12:00pm, and would last approximately 10 minutes. **Please take a look at the available time slots below and let me know ALL the times Mayor Brown would be available to meet with Mr. Keane.**

9:00 am - 9:10 am
9:15 am - 9:25 am
9:30 am - 9:40 am
9:45 am - 9:55 am

10:00 am - 10:10 am
10:15 am - 10:25 am
10:30 am - 10:40 am
10:45 am - 10:55 am

11:00 am - 11:10 am
11:15 am - 11:25 am
11:30 am - 11:40 am
11:45 am - 11:55 am

Please also provide the name and mobile phone number of the staff person accompanying the Mayor, in case we need to reach them on-site during the Winter Meeting.

Once you've indicated your availability, I will follow up with you directly to confirm your time slot and the location of your meeting with Mr. Keane, and to go over any additional logistics.
Just as a reminder, the official presentation of the awards will be on Thursday, January 29th in the Marquis Ballroom during the plenary luncheon. We will have a reserved table in the front of the ballroom for the Mayor to sit at.

In the meantime, if you have any further questions about the upcoming Winter Meeting or the awards presentation, please do not hesitate to ask.

All the best,

--
Kassidy Klein
Legislative and Regulatory Affairs Associate
The U.S. Conference of Mayors | Mayors Water Council
(305)-542-4861 (cell)

--
Judy M. Sheahan
Assistant Executive Director
The U.S. Conference of Mayors
202-355-8540 (cell)

Well Being Notice: *Receiving this email outside of normal working hours? Managing work and life responsibilities is unique for everyone. I have sent this email at a time that*

works for me. Please respond at a time that works for you.

Healthy and Safe Communities Grant Application
YWZ Supporting Documentation
Website: https://thezonespokane.org/youthwellnesszone/

Reports

"Youth Wellness Zones: Early Outcomes of a Place-Based, Collective Impact Approach," July 2025, https://thezonespokane.org/wp-content/uploads/2025/08/YWZ-Final-Report-8-9-25-1.pdf

Publicity

"Teens tackle food Insecurity with Second Harvest partnership," KREM2, February 27, 2025, https://www.krem.com/article/news/local/on-track-academy-students-fight-food-waste-second-harvest-zilch-program/293-259e372d-74c9-4990-a703-4477ba259fcc

""We all struggle with something": Spokane teens build community advocating for mental health awareness," *KXLY.com*, February 19, 2025, https://www.kxly.com/news/we-all-struggle-with-something-spokane-teens-build-community-advocating-for-mental-health-awareness/article_2cc56846-ef29-11ef-b2e0-6bb000e1aed6.html

"On Track Academy: After working on his own mental health, Miles day worked to help others," *The Spokesman Review,* June 4, 2025
https://www.spokesman.com/stories/2025/jun/04/on-track-academy-after-working-on-his-own-mental-h/

The Zone's On Track Academy Wellness ZONE Full Video (one has captions):
https://vimeo.com/user/5772630/folder/25533762?isPrivate=false

On Track Academy YWZ Photo Albums:
https://drive.google.com/drive/folders/1CdAJ5irR8oJsuckoWlpCwvFiouA8Q9F_?usp=drive_link

Rogue Heart Media Photos of YWZ Showcase and Forest Ribbon Cutting:
https://rogueheartmediainc.pixieset.com/ontrackacademyseniorshowcase/

Digital Advertisements and Images



Caption: flyer of the YWP Zilch Program, a student created and student lead program to help curb food insecurities in their communities.

SPOKANE, WA

TOP *YOUTH* DEFINITIONS OF

WELLNESS

& ACTIONS TAKEN BY YOUTH

one — Mental Health



Reduce the stigma of mental health
- Created hug t-shirts to show connections & serve as a reminder that you are not alone.

Increase access to suicide prevention supports
- Created self worth and self care sweatshirts for awareness, tie-dyed, with affirmations & 988 hotline.
- Scheduled all-school Hillinski Hope Tyler Talks & NAMI trainings.

two — Physical Health



Forest Bathing
- Three outdoor field trips were taken with students taking pre/post biometrics measuring heart rate, oxygen rate, & blood pressure. After spending time in nature all students saw improved physical metrics & decrease levels of anxiety. Nature brings joy!

Puzzle Project
- No one is given a handbook on how to help teens. Strategy: Offer classes broadly in the community to help parents navigate the next phase of parenting. Kids can't make themselves whole alone.

Climate Summit- Reducing Climate Change Anxiety
- Students attended a Climate Summit in Olympia in January with youth across the state.

three — Safety



Strategies to Plan
- Make housing accessible & stable
- More streetlights & sidewalks
- Clean parks of needles, etc. so they can be used

Increase Sense of Community
- Create classes geared toward increasing peer to peer relationships centered around youth wellness.

Online Safety
- Planning all-school & Parent night trainings about sexual exploitation through social media.

four — Healthy Food



Increase fresh fruits & vegetables
- The Ziltch Project with Second Harvest: OTA students are running a fresh produce distribution for their entire school body bi-weekly with perishable food donated by a local food bank, to have more "good for you" food at home.
- Spread awareness of reducing landfill carbon emissions, working toward zero waste.

five — Connection to Community



High School students mentoring Elementary students
(On Track Academy & Regal Elementary)
- Uniforms were purchased for high school volunteers on the playground & in classrooms. Participants report the branded shirts & jackets improved the sense of community & feelings of professionalism.

Photo project
- Surround yourself with people who see & accept you as YOU.

Caption: Youth-defined definitions of wellness in their communities, from Youth Wellness Publication



Caption: "What are Youth Asking Community to Do" Call to Action, from Youth Wellness Publication



Caption: Advertisement for Youth Wellness Zone



Caption: Students from YWZ with Spokane Mayor, Lisa Brown

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/23/2026

Committee Agenda type: Consent

Council Meeting Date: 03/16/2026

Date Rec'd	2/18/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	FINANCE & ADMINISTRATION	**Bid #**	
Contact Name/Phone	SKYLER BROWN 6294	**Requisition #**	
Contact E-Mail	SBROWN@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	ACCEPTANCE OF HEALTHY AND SUSTAINABLE COMMUNITIES GRANT		

Agenda Wording

Requesting resolution to approve future contract with North East Community Center for the execution of the Healthy and Sustainable Communities Grant

Summary (Background)

This resolution allows the NECC to enter into contract with the City for disbursement of funds awarded in the Healthy and Sustainable Communities Grant from the US Councils of Mayors.

What impacts would the proposal have on historically excluded communities?

This program works closely with Northeast Community Center and District 1 communities. is home to nine diverse neighborhoods and represents the most racially and economically diverse area of the city. Nearly 30% of residents—and 40% of children under 18—identify as Black, Indigenous, or people of color, compared to 21% citywide. One in ten residents is an immigrant, double the citywide average. Despite this diversity and community strength, District 1 experiences the highest levels of poverty and health disparities in Spokane. Nearly 40% of children live below the poverty line, and more than 80% qualify for free or reduced-price lunch.

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

N/A

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

The YWZ measures success using qualitative and quantitative metrics to assess program efficacy, reach, participation, strategy-to-outcome match, implementation, and sustainability of outcomes over time.

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

Through public advocacy, resource mobilization, and continued direct engagement with students, Mayor Brown will serve as the initiative's champion—amplifying youth voices and ensuring their ideas shape Spokane's future.

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget?	NO
Total Cost	**$** 180,000
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Community Funding: $180,000

Amount		**Budget Account**
Expense	**$** 180,000	**#** 1330-95666-75500-54201-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Grant

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

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	STRATTON, JESSICA	**ACCOUNTING -**	BROWN, SKYLER
Division Director	STRATTON, JESSICA		
Accounting Manager	DUFFEY, ANDREW		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
wwicker@spokanecity.org	sneal@spokanecity.org

RESOLUTION NO. 2026-0020

A resolution setting forth the City Council's approval and endorsement of funding for a one-time Healthy and Sustainable Communities Grant from the U.S. Council of Mayors with Northeast Community Center and authorizing execution of related contracts without further City Council review and action.

WHEREAS, the U.S. Council of Mayors awarded an amount of $200,000 to the City of Spokane its first-place prize for medium cities for projects designed to facilitate community growth and engagement with the Mayor's office; and

WHEREAS, the Northeast Community Center prepared an application in partnership with the City of Spokane Mayor's Office; and

WHEREAS, Northeast Community Center's ZONE Program supports youth engagement, responsibility, and community ownership in Northeast Spokane offering a clear and defined city-wide public good; and

WHEREAS, due to the abbreviated timeline of the grant execution, the partnership with North East Community Center in application, and the clearly defined expectations of the Healthy and Sustainable Communities Grant; and

WHEREAS, the Grants Management Office is requesting that the Council approves the allocation of $200,000 in one-time grant funds for programmatic and management support; and

WHEREAS, the funding allocation over the two-year duration of the award will include $180,000 to North East Community Center and $20,000 to the City of Spokane for management expenses; and

BE IT FURTHER RESOLVED that the City Council authorizes the administration through the Grants Management Office and any other applicable staff to execute the appropriate contracts and take other action necessary to effect the above without further action of City Council.

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

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/23/2026

Committee Agenda type: Consent

Council Meeting Date: 03/16/2026

Date Rec'd	2/10/2026		
Clerk's File #	OPR 2022-0412		
Cross Ref #			
Project #			
Submitting Dept	INFORMATION TECHNOLOGY	**Bid #**	RFP 5435-21
Contact Name/Phone	PEGGY LUND X6954	**Requisition #**	MASTER
Contact E-Mail	KLUND@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	VOLT MGMT CONTRACT FOR AZTECA CITYWORKS ANNUAL SUPPORT		

Agenda Wording

Contract Renewal with Volt Management Corp. for technical services in support of PMO and IT projects. Requesting $150,000. Term is May 1, 2026 - April 30, 2027.

Summary (Background)

The PMO, CHHS, and IT currently manages several projects that occasionally require augmentation to City resources. Specific contracting needs will be in the areas of Project Management, Business Analysis, Software Development and Infrastructure support. Volt Management was a successful bidder under RFP 5435-21 to be contracted for various PMO and IT projects.

What impacts would the proposal have on historically excluded communities?

Not applicable – annual technical services

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

Not applicable – annual technical services

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

Not applicable – annual technical services

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

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our contract with Volt Management for technical services.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 150,000
Current Year Cost	**$** 150,000
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 150,000	**#** Various Accounts
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	MARTINEZ, LAZ	**PURCHASING**	WAHL, CONNIE
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Jeff Dewitt; jdewitt@volt.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

City Clerk's No. OPR 2022-0412

City of Spokane

CONTRACT RENEWAL 3 of 3

Title: TECHNICAL RESOURCES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **VOLT WORKFORCE SOLUTIONS, a division of VOLT MANAGEMENT, CORP.,** whose address is 2401 N. Glassell St., Orange, California 92865, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Technical Resources for the Project Management Office, CHHS, and Innovation and Technology Services Division; and,

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

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

1. CONTRACT DOCUMENTS.
The original Contract, effective May 1, 2022, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.
This Contract Renewal shall become effective on May 1, 2026, and shall run through April 30, 2027.

3. COMPENSATION.
The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED FIFTY THOUSAND AND 00/100** (**$150,000.00**), plus tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

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

5. In the event of any conflict or inconsistency between the terms of the Contract and the terms of this Contract Renewal, the terms of this Contract Renewal shall control, and any terms in the Contract which are different from or inconsistent with the terms of this Contract Renewal shall be deemed to be void and of no effect whatsoever.

Except as modified herein, all other terms and conditions of the original Agreement thereto shall remain unchanged and in full force and effect.

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

VOLT WORKFORCE SOLUTIONS, a division of VOLT MANAGEMENT, CORP.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:
Certificate of Debarment

26-030

ATTACHMENT
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/29/2025

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

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

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	AIU Insurance Company	19399
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Sardana Enterprises, Inc.
Volt Workforce Solutions
a division of Volt Management Corp.
1455 Lincoln Parkway East, Suite 450
Atlanta GA 30346 USA

COVERAGES **CERTIFICATE NUMBER:** 570115815824 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	Y		GL095110008	03/31/2025	03/31/2026	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	Y		CA 095110007	03/31/2025	03/31/2026	COMBINED SINGLE LIMIT (Ea accident)	$3,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / RETENTION						EACH OCCURRENCE	
							AGGREGATE	
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			WC095110009	03/31/2025	03/31/2026	X PER STATUTE / OTH-ER	
				Work Comp - AOS				
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)**	N / A		WC095110010	03/31/2025	03/31/2026	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			Work Comp - WI			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, Snapshot CON000000012854. The City of Spokane its officers and employees are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER

City of Spokane
808 W. Spokane Falls Blvd.
Spokance WA 99201 USA

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

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570115815824

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License Information:

New search Back to results

Entity name: VOLT MANAGEMENT CORP.

Business name: VOLT MANAGEMENT CORP

Entity type: Profit Corporation

UBI #: 601-516-248

Business ID: 001

Location ID: 0023

Location: Active

Location address:
1420 N MULLAN RD
STE 110
SPOKANE VALLEY WA 99206-4333

Mailing address:
TAX DEPT
PO BOX 13500
ORANGE CA 92857-8500

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance d
Spokane General Business - Non-Resident	T12033544BUS			Active	Dec-31-2026	Oct-15-2012
Spokane Valley General Business				Active	Dec-31-2026	May-05-2016

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ESCOFFERY, RICHARD	
GOEL, PANKAJ	
SARDANA, RAJIV	

Registered Trade Names

Registered trade names	Status	First issued
VOLT SERVICES GROUP	Active	Jul-14-1994
VOLT WORKFORCE SOLUTIONS	Active	Jun-06-2007

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 1/15/2026 11:02:00 AM

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/23/2026

Committee Agenda type: Consent

Council Meeting Date: 03/16/2026

Date Rec'd	2/10/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	INFORMATION TECHNOLOGY	**Bid #**	DES/NASPO
Contact Name/Phone	PEGGY LUND X6954	**Requisition #**	VALUE BLANKET
Contact E-Mail	KLUND@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SHI VALUE BLANKET		

Agenda Wording

Three-year Value Blanket with Software House International for various departments to purchase software products including maintenance & support, subscriptions/upgrades without bringing each purchase over the City Purchase Limit of $50,000 to City Council for approval. Term from April 1, 2026 through March 31, 2029, utilizing DES Contract No. 14922-01/ NASPO Contract No. CTR060028 and Sourcewell Contract #121923-SHI. Not to exceed $2,250,000 for the life of the VB.

Summary (Background)

Future purchases include and not limited to VMware, LogRhythm, Azure, Bluebeam, Autoturn, Docusign, Microcall, Symantec, Nuance, Mindjet, Tenable, Netmotion, KnowBe4, Microsoft, Smarsh, and other necessary software for which SHI provides best pricing and service.

What impacts would the proposal have on historically excluded communities?

NA

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

NA

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

NA

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

NA

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 2,250,000
Current Year Cost	$ 750,000
Subsequent Year(s) Cost	$ 1,500,000

Narrative

Amount		Budget Account
Expense	$ 750,000	# Various Accounts--April 2026-March 2027
Expense	$ 750,000	# Various Accounts--April 2027-March 2028
Expense	$ 750,000	# Various Accounts--April 2028-March 2029
Select	$	#
Select	$	#
Select	$	#

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		Additional Approvals	
Dept Head	MARTINEZ, LAZ	**PURCHASING**	WAHL, CONNIE
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/23/2026

Committee Agenda type: Consent

Council Meeting Date: 03/16/2026

Date Rec'd	2/12/2026		
Clerk's File #	OPR 2019-0314		
Cross Ref #	RES 2019-0032		
Project #			
Submitting Dept	INFORMATION TECHNOLOGY	**Bid #**	
Contact Name/Phone	PEGGY LUND X6954	**Requisition #**	CR28363
Contact E-Mail	KLUND@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ORACLE'S PEOPLESOFT AND DATABASE ANNUAL SUPPORT RENEWAL		

Agenda Wording

Contract with Oracle America, Inc for Oracle license software maintenance and support for the City of Spokane. Contract term to begin 4/21/26 - 4/20/2027. Contract amount is $230,073 plus tax.

Summary (Background)

Oracle America, Inc supports the City's PeopleSoft Human Capital Management (HCM) System and Utility Billing Oracle database, which is utilized by various City Departments. Oracle Software was selected and implemented in 2009 for the City of Spokane's PeopleSoft Benefits, Payroll and Time & Labor software. Oracle Software is the only supplier of PeopleSoft licensing. 2026 renewal amount is $230.073 plus sales tax.

What impacts would the proposal have on historically excluded communities?

Not applicable – annual software maintenance

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

Not applicable – annual software maintenance

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

Not applicable – annual software maintenance

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

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our Oracle HCM and Database renewal.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 251,009.64
Current Year Cost	$ 251,009.64
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Expense	$ 230,073	# 5300-73300-18850-54820 (before sales tax)
Expense	$ 20,936.64	# 5300-73300-18850-54820 (sales tax)
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		Additional Approvals	
Dept Head	MARTINEZ, LAZ	PURCHASING	WAHL, CONNIE
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Jake Camarillo; jake.camarillo@oracle.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

15-Jan-26

Dear peggy lund

Your technical support services are due for renewal.

Support Service Number: 4656540

Support Start Date: 21-Apr-26

Amount Due: USD 230,073.00 (excluding applicable tax)

To avoid any interruption in these services, please complete your renewal by 22-Mar-26.

Oracle would like to thank you for your continued business.

Have a question? Call 1-888-545-4577, Chat on My Support Renewals, or find answers and get help.

ORACLE

Technical Support Services Renewal Order

General Information

Customer: CITY OF SPOKANE

Support Service Number: 4656540

Offer Expires: 20-Apr-26

Oracle: Oracle America, Inc.

Oracle Contact Information:

Oracle Premier Support Renewal Center

Call 1-888-545-4577

Chat on My Support Renewals

Click to find answers and get help

Online Renewals can be viewed and accepted on My Support Renewals

Customer Quote To	Customer Bill To
peggy lund	City of Spokane Attn. IT Admin
CITY OF SPOKANE	CITY OF SPOKANE
808 W Spokane Falls Blvd	808 W SPOKANE FALLS BLVD
Spokane	SPOKANE
WA 99201	WA 99201
United States	United States of America
509 6256954	1-509-6256200
klund@spokanecity.org	itadmin@spokanecity.org

"You" and "Your" as used in this renewal order, refer to the Customer listed above.

Please ensure the Quote To and Bill To details above are correct, especially the email addresses, as Oracle will usually deliver communications, including Your invoice, to the respective email address.

Service Details

Program Technical Support Services
Service Level: Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Database Enterprise Edition - Processor Perpetual	3863575	2		FULL USE	21-Apr-26	20-Apr-27	25,426.32
PeopleSoft Enterprise Benefits Administration - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-26	20-Apr-27	19,616.74
PeopleSoft Enterprise ePerformance - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-26	20-Apr-27	24,232.48
PeopleSoft Enterprise HCM Portal Pack - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-26	20-Apr-27	2,769.43
PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-26	20-Apr-27	42,695.31
PeopleSoft Enterprise Payroll - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-26	20-Apr-27	51,926.72
PeopleSoft Enterprise Pension Administration - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-26	20-Apr-27	19,616.75
PeopleSoft Enterprise Recruiting Solutions - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-26	20-Apr-27	17,308.91
PeopleSoft Enterprise Time and Labor - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-26	20-Apr-27	25,386.39
Rocket Software Visual COBOL for Windows for PeopleSoft for 2 Named Users	17660375	1		FULL USE	21-Apr-26	20-Apr-27	1,093.95

Program Technical Support Fees: USD 230,073.00

Total Price: USD 230,073.00

Excluding applicable tax

Notes

If Oracle accepts Your renewal order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this renewal order will be provided through the end date specified in the table for the applicable programs and/ or hardware ("Support Period").

If any of the fields listed in the Service Details table above are blank, then such fields do not apply to Your renewal.

Technical Support Services Terms

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, CITY OF SPOKANE represents that Customer has authorized CITY OF SPOKANE to execute this renewal order on the Customer's behalf and to bind the Customer to the terms contained in this renewal order. CITY OF SPOKANE agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. CITY OF SPOKANE agrees to advise Customer of the terms of this renewal order as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this renewal order; and b) any failure of CITY OF SPOKANE to make timely payment per the terms of this renewal order shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this renewal order.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid, or for U.S. federal and public sector entities, the period for which services have been ordered. You should review the technical support policies prior to entering into this renewal order.

The current version of the technical support policies may be accessed at http://www.oracle.com/us/support/policies/index.html.

Regarding the inclusion of DFARS 252.204-7012, the parties agree that DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), does not apply to the Commercial Off the Shelf (COTS) licenses or hardware, and does not apply to the associated technical support because Oracle will not process, collect, develop, receive, transmit, use, or store "covered defense information" on "covered contractor information systems" as defined in DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), in performance of the associated technical support services ordered under this renewal quote, and the Government agrees that it will not provide "covered defense information" to Oracle in performance of the associated technical support services..

The technical support services renewed under this renewal order are governed by the terms and conditions of the US-PS-TSSA-848173 ("agreement"). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as a part of technical support services, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

This renewal order incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this renewal order and the agreement, this renewal order shall take precedence.

Renewal Processing Details

Your renewal order is subject to Oracle's acceptance. Your renewal is considered complete when You provide Oracle with payment details for the renewal as detailed below or an executed Oracle Financing contract. Once completed, Your renewal cannot be cancelled and Your payment is nonrefundable, except as provided in the agreement. Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle.

If You are U.S. federal government or public sector entity, Oracle will issue You an invoice quarterly in arrears after the services are performed.

Unless you are an U.S. federal government entity, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If CITY OF SPOKANE is a tax exempt organization and is not an U.S. federal government entity, a copy of CITY OF SPOKANE's tax exemption certificate must be submitted with CITY OF SPOKANE's purchase order, credit card, or other acceptable form of payment.

Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within 30 NET from date of invoice.

You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income. If CITY OF SPOKANE is a tax exempt organization, a copy of CITY OF SPOKANE's tax exemption certificate must be submitted with CITY OF SPOKANE's purchase order, check, credit card or other acceptable form of payment.

Payment Details

Purchase Order
If You are submitting a purchase order for the payment of the renewal of the technical support services on this renewal order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Support Service Number: 4656540
- Total Price: USD 230,073.00 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, CITY OF SPOKANE agrees that the terms of this renewal order and the agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered under this renewal order.

Please contact Oracle per the General Information section above to issue Your purchase order.

Credit Card
If You wish to use a credit card to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process credit card transactions of USD $100,000 or greater or transactions that are not in USD.

PayPal
If You wish to use PayPal to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process PayPal transactions of USD $100,000 or greater or transactions that are not in USD.

eCheck
If You wish to use eCheck to pay for the renewal of the technical support services on this renewal order, please

contact Oracle per the General Information section above. Please note that Oracle is unable to process eCheck transactions that are not in USD.

Check
If You are submitting a check for the payment of the renewal of the technical support services on this renewal order, the check must include the following information:

- Support Service Number: 4656540
- Total Price: USD 230,073.00 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, CITY OF SPOKANE agrees that only the terms of this renewal order and the agreement shall apply to the technical support services ordered under this renewal order. No terms attached or submitted with the check shall apply.

Checks for technical support services ordered under this renewal order should be sent to:

AK, AZ, CA, HI, ID, NV, OR, UT, WA:

Oracle America, Inc
PO Box 884471
Los Angeles, CA 90088-4471

All Other States:

Oracle America, Inc
PO Box 203448
Dallas, TX 75320-3448

Payment Confirmation
If You cannot pay using any of the payment methods described above, please complete this payment confirmation and submit it to Oracle. Please initial the following statement that best applies to You.

____ CITY OF SPOKANE does not issue purchase orders.
____ CITY OF SPOKANE does not require a purchase order for the services ordered hereto.

CITY OF SPOKANE certifies that the information provided above is accurate and complies with CITY OF SPOKANE's business practices in entering into this renewal order, including obtaining all necessary approvals to release the funds for this renewal. In issuing this payment confirmation, CITY OF SPOKANE agrees that the terms of this renewal order and the agreement shall apply to the technical support services ordered under this renewal order. No terms attached or submitted with the payment confirmation shall apply.

The signature below affirms CITY OF SPOKANE's commitment to pay for the services ordered in accordance with the terms of this renewal order.

CITY OF SPOKANE	CITY OF SPOKANE
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Signature Date	Signature Date

Please contact Oracle per the General Information section above to issue Your Payment Confirmation.

Attest:

_____

City Clerk

Approves as to form:

_____

City Attorney

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: ORACLE AMERICA, INC.

Business name: ORACLE AMERICA, INC.

Entity type: Profit Corporation

UBI #: 601-091-507

Business ID: 001

Location ID: 0002

Location: Active

Location address:
411 108TH AVE NE
STE 900
BELLEVUE WA 98004-8419

Mailing address:
PO BOX 5200
BELMONT CA 94002-5200

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Aberdeen General Business - Non-Resident	21117			Active	Apr-30-2026	Mar-01-2000
Bellingham General Business	021260			Active		Feb-10-1997
Bothell General Business - Non-Resident	5295			Active	Sep-30-2026	Jul-16-2021
Bremerton General Business - Non-Resident	25945			Active	Sep-30-2026	Jan-01-2007
Burien General Business - Non-Resident	07575			Active	Sep-30-2026	Mar-23-2009
Longview General Business - Non-Resident	585176			Active	Sep-30-2026	Sep-15-2010
Olympia General Business - Non-Resident	1947			Active	Sep-30-2026	Sep-27-2010

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business - Non-Resident	T12068092BL			Active	Sep-30-2026	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
CATZ, SAFRA	
HIGGINS, BRIAN S	
HILBRICH, GREGORY	
KEHRING, DOUGLAS	

Registered Trade Names

Registered trade names	Status	First issued
ORACLE AMERICA, INC.	Active	Nov-12-2010

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 10/9/2025 9:26:59 A

Contact us

How are we doing?
Take our survey!

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/05/2025

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

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

PRODUCER MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111 CN101765515-STND-GAW-25-26 349	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED ORACLE CORPORATION ORACLE AMERICA, INC 2300 Oracle Way Austin, TX 78741	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** National Union Fire Ins Co Pittsburgh PA — 19445 **INSURER B :** Safety National Casualty Corp. — 15105 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** SEA-003280847-72 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			GL1728969	08/01/2025	08/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 1,000,000 25,000 1,000,000 2,000,000 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			AL4594403 (AOS)	08/01/2025	08/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $	
B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	**N / A**		LDC4066354 (AOS) PS4066355 (WI)	08/01/2025 08/01/2025	08/01/2026 08/01/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000

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

CERTIFICATE HOLDER

CITY OF SPOKANE
ATTN: JOAN HAMILTON, OPERATIONS MANAGER
808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201-3344

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh Risk & Insurance Services

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McCarrey, Shelley

From: Harrington, Margaret
Sent: Wednesday, February 14, 2024 11:05 AM
To: McCarrey, Shelley
Cc: IT Admin; Lund, Peggy
Subject: RE: Approval to utilize vendor contract - Oracle

You bet. Consider this email the authorization to utilize Oracle's form renewal contracts going forward. M

Margaret Harrington | City of Spokane | Office of the City Attorney | Assistant City Attorney
509.625.6285 |mharrington@spokanecity.org
808 W. Spokane Falls Boulevard • Spokane, WA 99201

CONFIDENTIALITY NOTICE:
This e-mail, including any attachments, is confidential and may include privileged information. If you are not the intended recipient, or believe you have received this e-mail in error, please do not copy, print, forward, re-transmit, or otherwise disseminate this e-mail, its contents, or any of its attachments. Please delete this e-mail. Also, please notify the sender that you have received this e-mail in error. Thank you.

ADVISORY: Please be advised the City of Spokane is required to comply with the Public Records Act Chapter 42.56 RCW. This act establishes a strong state mandate in favor of disclosure of public records. As such, the information you submit to the City via email, including personal information, may ultimately be subject to disclosure as a public record.

From: McCarrey, Shelley <smccarrey@spokanecity.org>
Sent: Wednesday, February 14, 2024 11:00 AM
To: Harrington, Margaret <mharrington@spokanecity.org>
Cc: IT Admin <itadmin@spokanecity.org>; Lund, Peggy <klund@spokanecity.org>
Subject: Approval to utilize vendor contract - Oracle

Hi Margaret,

For the past several years, Oracle has requested that we utilize their contract and refuses to sign a city contract. As you will see by the first attachment, Carlos asked you last year for permission to use their contract. He is no longer processing contracts for IT, so I am reaching out to you this year.

Do we have permission to utilize the attached current year Oracle contract?

Also, rather than asking you every year for this permission, may we ask for authorization as well for the years going forward?

Thank you for your assistance.

SHELLEY MCCARREY | CITY OF SPOKANE | ADMIN CLERK , IT
509.625.6474 office| smccarrey@spokanecity.org | spokanecity.org



Emails and attachments sent to or from the City, including personal information, are presumptively public records that are subject to disclosure. - Chapter 42.56 RCW

Amendment two US-PS-TSSA-848173 Updated - City_of_Spokane_ 20558994

Final Audit Report 2026-02-11

Created:	2026-02-11
By:	Peggy Lund (klund@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAX8z7iFdREqND8GI0T4iCuRdgs4460wO9

"Amendment two US-PS-TSSA-848173 Updated - City_of_Spokane_ 20558994" History

Document created by Peggy Lund (klund@spokanecity.org)
2026-02-11 - 7:23:43 PM GMT

Document emailed to lmartinez@spokanecity.org for signature
2026-02-11 - 7:23:48 PM GMT

Email viewed by lmartinez@spokanecity.org
2026-02-11 - 7:34:19 PM GMT

Signer lmartinez@spokanecity.org entered name at signing as Laz Martinez
2026-02-11 - 8:05:46 PM GMT

Document e-signed by Laz Martinez (lmartinez@spokanecity.org)
Signature Date: 2026-02-11 - 8:05:48 PM GMT - Time Source: server

Agreement completed.
2026-02-11 - 8:05:48 PM GMT

ORACLE®

AMENDMENT TWO TO
THE
ORACLE PUBLIC SECTOR TECHNICAL SUPPORT
SERVICES AGREEMENT
BETWEEN
CITY OF SPOKANE
AND
ORACLE AMERICA INC.

This Oracle PUBLIC SECTOR Technical Support Services Agreement Amendment One (this "Amendment") amends the Oracle PUBLIC SECTOR Technical Support Services Agreement, US-PS-TSSA-848173 dated April 20, 2016, and all amendments and addenda thereto (the "Agreement") between City of Spokane ("You") and Oracle America, Inc. ("Oracle").

The parties agree to amend the Agreement as follows:

1. **In Section 2. AGREEMENT TERM,** delete the phrase "five years" and replace it with the phrase "fifteen years".

2. Insert the following as a new section in the Agreement.

"19. INSURANCE

A. Oracle maintains the following insurance at its expense or has the ability to pay applicable claims to cover Oracle's performance of Services:

i. Workers' Compensation—as required by the statute of states where Services are performed;

ii. Employer's Liability—$1,000,000 per occurrence;

iii. Commercial General Liability—$5,000,000 per occurrence/aggregate bodily injury and $5,000,000 per occurrence/aggregate tangible property damage; and

iv. Automobile Liability—$5,000,000 per occurrence, bodily injury and tangible property damage combined.

B. Oracle shall add You as an additional insured on the Commercial General Liability and Automobile Liability insurance policies identified above. Upon Your request, Oracle shall provide a certificate of insurance showing the coverage noted above except Workers' Compensation if provided by the government. Oracle may select a new insurance carrier or carriers or may obtain new or amended policies at any time. This provision is not intended to, and does not, increase or decrease Oracle's liability under the Limitation of Liability section of Your Agreement.

C. Oracle maintains the following insurance at its expense or has the ability to pay applicable claims: professional liability/errors and omission insurance (including privacy and computer network security (also known as cyber) liability insurance) with US$5,000,000 per claim/aggregate covering Oracle's errors and omissions while providing Services under Your Agreement. Upon Your request, Oracle shall provide documentation showing the errors and omissions insurance coverage.

Subject to the modifications herein, the Agreement shall remain in full force and effect. The Effective Date of this Amendment Two is 12-Feb-2026 | 7:55 AM PST *{To be completed by Oracle}*.

City of Spokane

Authorized Signature: Laz Martinez

Name: Laz Martinez

Title: CIO

Signature Date: 02/11/26

Oracle America, Inc.

Authorized Signature: Signed by: James Kamm

Name: James Kamm

Title: Director

Signature Date: 12-Feb-2026 | 7:55 AM PST

Agenda Sheet for City Council: **Committee:** Finance & Administration **Date:** 02/23/2026 **Committee Agenda type:** Consent **Council Meeting Date:** 03/16/2026		**Date Rec'd**	2/10/2026
		Clerk's File #	
		Cross Ref #	
		Project #	
Submitting Dept	CODE ENFORCEMENT & PARKING	**Bid #**	
Contact Name/Phone	JASON 6529	**Requisition #**	28355
Contact E-Mail	JRUFFING@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	FORECLOSURE REGISTRY AND BUILDING BLOCKS CONSULTANT CONTRACT		

Agenda Wording

1 year extension (extension 1 of 3 allowed in the original contract) of existing contract between Code Enforcement and Tolemi. The consultant agreement is for the implementation and management of the City of Spokane's Foreclosure Registry program, as well as access to a property data aggregation software Building Blocks, which is used by multiple departments.

Summary (Background)

The Foreclosure Property Registry is a proactive approach to deter vandalism and decay of abandoned, foreclosed properties through registration and site monitoring. Code Enforcement solicited proposals in the fall of 2023 for a consultant to operate the City's foreclosure registration program. Tolemi's Slate program was the selection of the RFP committee. Slate is Tolemi's property registration software, which will implement SMC 10.63.090, through outreach to lienholders with requirements and documents, fee collection, database maintenance and fee remittance to the City. This contract also includes access to Tolemi's property data aggregator software called Building Blocks.

What impacts would the proposal have on historically excluded communities?

This contract is for a consultant to make an existing program outlined in the Spokane Municipal Code operational. The program will operate city-wide, in all neighborhoods and potentially impacting a wide variety of communities. Historically, nuisance and blighted properties have impacted certain neighborhoods more than others. This program aims to mitigate the negative impact of blighted, nuisance and abandoned properties throughout the community, wherever they may be.

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

This contract is for a consultant to make an existing program outlined in the Spokane Municipal Code Operational. The program will operate city-wide, in all neighborhoods and potentially impacting a wide variety of communities. Historically, nuisance and blighted properties have impacted certain neighborhoods more than others. This program aims to mitigate the negative impact of blighted, nuisance and abandoned properties throughout the community, wherever they may be. Data will be collected and analyzed by the consultant and by Code Enforcement staff with routine site monitoring.

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

Data will be collected via the property registration platform, Tolemi Slate, and also through monthly site monitoring that will be conducted by Code Enforcement staff. Property registration data is critical to understanding foreclosure trends in our community and site monitoring is critical to deterring nuisance activities and blight in our neighborhoods. The Building Blocks program will also be an excellent data resource for the City for a variety of property issues. City staff has some experience already with the Building Blocks platform and it can assist us in identifying nuisance, abandoned, vacant and rental properties. The program

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

Strategic Plan to create a community so that all people can feel safe, empowered, and welcome. The registry is part of a larger goal to mitigate the adverse impacts of abandoned and foreclosed properties, which promotes growth and connects people to place.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 65,000.00
Current Year Cost	$ 65,000.00
Subsequent Year(s) Cost	$

Narrative

Tolemi's Slate software will implement the foreclosure registry program. The annual cost for the Slate program is $30,000. The City receives all property registration fees that are collected by Tolemi. Tolemi's Building Blocks program has an annual cost o

Amount		Budget Account
Revenue	$ 65,000	# 1200- 58103- 99999- 34240-99999
Expense	$ 65,000	# 1200- 58103- 24600- 54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source One-Time

Funding Source Type Program Revenue

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

This is an annual subscription cost for the two programs. Annual cost for Slate (foreclosure registry) is $30,000 including their management of the program, and the annual cost for the Building Blocks software is $35,000, for a total annual cost of $65,000. Worth noting, this contract also generates revenue back to the city in the form of annual foreclosure property registration fees, paid by financial institutions.

Expense Occurrence

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

Approvals		Additional Approvals	
Dept Head	GARCIA, LUIS	PURCHASING	WAHL, CONNIE
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

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City Clerk's No. OPR 2024-0065

City of Spokane

CONTRACT RENEWAL
1 OF 3

Title: ELECTRONIC FORECLOSURE REGISTRY PROGRAM SERVICES AND SOFTWARE

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **OPPORTUNITY SPACE, INC., dba TOLEMI,** whose address is 295 Devonshire Street, 4th Floor, Boston Massachusetts 02119, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Electronic Foreclosure Registry Program Services and BuildingBlocks Software; and

WHEREAS, the original Contract provided for 3 additional one-year renewals, with this being the first of those renewals; and

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

1. CONTRACT DOCUMENTS.
The original Contract, dated February 8, 2024, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.
This Contract Renewal shall become effective on February 1, 2026 and shall run through January 31, 2027.

3. COMPENSATION.
The City shall pay a maximum amount not to exceed **SIXTY-FIVE THOUSAND AND 00/100 ($65,000.00**) for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.
The Company has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

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

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

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

Attachments that are part of this Agreement:
Certificate of Debarment

26-024

ATTACHMENT B
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/12/2026

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

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

PRODUCER	CONTACT NAME:	
Insureon, Division of Specialty Program Group LLC / DBA SPG Insurance Solutions LLC in CA 203 N. LaSalle St., 20th Floor, Chicago, IL 60601	PHONE (A/C, No, Ext): (844) 387-3240	FAX (A/C, No): 312-690-4123
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Sentinel Insurance Company, Limited	11000
INSURER B :	Hartford Fire Insurance Company	19682
INSURER C :	Arch Specialty Insurance Company	21199
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

Opportunity Space, Ind dba Tolemi
295 Devonshire St Fl 4, Boston, MA, 02110

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	**COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Yes		08SBAIM5836	10/1/2025	10/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	Yes		08SBAIM5836	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
A	**UMBRELLA LIAB** OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $ 10,000	Yes		08SBAIM5836	10/1/2025	10/1/2026	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		08WECCR5267	10/1/2025	10/1/2026	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Technology Errors & Omissions & Cyber Liability			C-4MBU-241313-CYBER-2025	7/28/2025	7/28/2026	Occurrence/Aggregate	$5,000,000 / $5,000,000

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

The City of Spokane, its officers, officials, employees agents are covered as Additional Insured.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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BUSINESS LIABILITY COVERAGE FORM

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QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY

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BUSINESS LIABILITY COVERAGE FORM

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

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

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

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

A. COVERAGES

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

Insuring Agreement

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

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

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

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

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

b. This insurance applies:

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

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

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

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

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

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

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

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

b. Real Estate Manager

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

c. Temporary Custodians Of Your Property

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

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

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

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

e. Unnamed Subsidiary

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

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

3. Newly Acquired Or Formed Organization

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

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

b. Coverage under this provision does not apply to:

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

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

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

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

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

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

5. Operator of Nonowned Watercraft

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

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

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

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

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

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

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

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

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

a. Vendors

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

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

This insurance does not apply to:

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

(b) Any express warranty unauthorized by you;

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

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

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

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

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

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

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

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

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

b. Lessors Of Equipment

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

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

c. Lessors Of Land Or Premises

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

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

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

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

d. Architects, Engineers Or Surveyors

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

(a) In connection with your premises; or

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

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

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

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

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

e. Permits Issued By State Or Political Subdivisions

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

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

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

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

f. Any Other Party

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

(a) In the performance of your ongoing operations;

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

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

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

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

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

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

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

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

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

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

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

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

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

a. Insureds;

b. Claims made or "suits" brought; or

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

2. Aggregate Limits

The most we will pay for:

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

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

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

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

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

3. Each Occurrence Limit

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

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

4. Personal And Advertising Injury Limit

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

5. Damage To Premises Rented To You Limit

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

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

6. How Limits Apply To Additional Insureds

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

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

b. The Limits of Insurance shown in the Declarations.

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

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

3. Financial Responsibility Laws

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

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

4. Legal Action Against Us

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

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

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

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

5. Separation Of Insureds

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

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

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

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

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

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

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

b. Unintentional Failure To Disclose Hazards

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

7. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

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

(1) Your Work

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

(2) Premises Rented To You

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

(3) Tenant Liability

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

(4) Aircraft, Auto Or Watercraft

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

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

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

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

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

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

That is other insurance available to an additional insured.

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

(a) Primary Insurance When Required By Contract

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

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

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

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

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

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

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

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

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

c. Method Of Sharing

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

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

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

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

F. OPTIONAL ADDITIONAL INSURED COVERAGES

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

1. **Additional Insured - Designated Person Or Organization**

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

   a. In the performance of your ongoing operations; or

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

2. **Additional Insured - Managers Or Lessors Of Premises**

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

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

   This insurance does not apply to:

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

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

3. **Additional Insured - Grantor Of Franchise**

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

4. **Additional Insured - Lessor Of Leased Equipment**

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

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

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

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

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

   This insurance does not apply to:

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

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

6. **Additional Insured - State Or Political Subdivision – Permits**

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

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

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

This insurance does not apply to:

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

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

7. Additional Insured – Vendors

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

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

(1) This insurance does not apply to:

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

(b) Any express warranty unauthorized by you;

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

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

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

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

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

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

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

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

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

8. Additional Insured – Controlling Interest

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

a. Their financial control of you; or

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

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

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

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

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

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

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

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

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

10. Additional Insured – Co-Owner Of Insured Premises

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

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

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

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

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

a. (1) Radio;

(2) Television;

(3) Billboard;

(4) Magazine;

(5) Newspaper;

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

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

However, "advertisement" does not include:

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

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

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

EXTENSION OF THE INFORMATION PAGE - ITEM 3.D - ENDORSEMENTS

Policy Number: 08 WEC CR5267 **Endorsement Number:**
Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: OPPORTUNITY SPACE, INC
295 DEVONSHIRE ST FL 4
BOSTON MA 02110

Item 3.D. of the Information Page is completed to include the following endorsements:

WC000000C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC000001A.1	INFORMATION PAGE
WC000001A.2	INFORMATION PAGE
WC000313	WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT
WC000403	EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT
WC000414	NOTIFICATION OF CHANGE IN OWNERSHIP
WC000422C	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
WC200301	APPLICATION OF LIMITS OF LIABILITY ENDORSEMENT - MASS
WC200302A	MASSACHUSETTS - ASSESSMENT CHARGE
WC200303D	MASSACHUSETTS NOTICE TO POLICYHOLDER ENDORSEMENT
WC200401	MASSACHUSETTS PENDING PREMIUM CHANGE ENDORSEMENT
WC200405	MASSACHUSETTS PREMIUM DUE DATE ENDORSEMENT
WC200601A	MASSACHUSETTS CANCELLATION ENDORSEMENT
WC990001K	Signature/Copyright
WC990002	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY BUSINESS INSURANCE POLICY
WC990005	SCHEDULE OF OPERATIONS
WC990300D	WORKERS COMPENSATION BROAD FORM ENDORSEMENT



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 08 WEC CR5267 **Endorsement Number:**
Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: OPPORTUNITY SPACE, INC
295 DEVONSHIRE ST FL 4
BOSTON MA 02110

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/23/2026

Committee Agenda type: Consent

Council Meeting Date: 03/16/2026

Date Rec'd	2/11/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	PLANNING & ECONOMIC	**Bid #**	
Contact Name/Phone	AMANDA BECK X6414	**Requisition #**	
Contact E-Mail	ABECK@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	P2P CONDITIONAL AGREEMENT FOR 3011 E WELLESLEY AVE		

Agenda Wording

Conditional Parking 2 People contract with the Northeast Public Development Authority, for the property located at 3011 E Wellesley Ave, to create a mixed-use building with 35 dwelling units.

Summary (Background)

RCW 82.92 authorizes the Tax Deferral for Underdeveloped Urban Land Redevelopment, known as the Parking 2 People (P2P) Program in the City, to permit the deferral of sales and use taxes for eligible investment projects that construction more than two new units on previously underdeveloped lands. Jurisdictions evaluate and verify if a site is eligible, approve a conditional contract, and then the Department of Revenue reviews the application and issues a sales and use tax deferral certificate. Staff has determined that the mixed-use building proposed at 3011 E Wellesley is on an eligible site, and that the project will me the requirements outlined in RCW 82.92.040 and Chapter 08.07D SMC. The application proposes to construct a mixed-use building with ground floor commercial, and 25 dwelling units on the property at 3011 E Wellesley Ave, within the Hillyard neighborhood (District 1). The property is zoned CC2-DC, and the proposed use is allowed. This conditional agreement authorizes the City to enter into the Conditional Parking 2 People Contract, which will ultimately result in the issuance of a final certificate of project completion and require the project to maintain 50% of the units as affordable to very low, low, and moderate-income households for a period of 10 years following the deferral of sales and use taxes.

What impacts would the proposal have on historically excluded communities?

The goal of the Parking 2 People Program is to stimulate the construction of new multifamily housing and the redevelopment of vacant or underutilized land, as well as increase the supply of mixed-income housing opportunities. Data on demographic metrics such as race, ethnicity, gender orientation, age, or religious affiliation are not tracked by this program, but the program specifically supports housing creation for residents whose income is between 80-115% Area Median Income.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

The Department of Commerce requires annual reporting of all jurisdictions that have adopted this incentive, as well as tax reporting by property owners to the Department of Revenue. The City collects annual reports for each property similar to those collected for the Multifamily Tax Exemption program. Parking 2 People requires 50% of units to be affordable to very-low, low, and moderate income households, which requires household income verification. No other demographic information is required for reporting, as the incentive focuses on income economics.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Excluding external factors such as raw land costs and current financing rates, staff monitor program efficiency through annual reporting compliance, the number of conditional and then finaled projects, and the need detailed by developers for such an incentive to make workforce housing projects financially feasible. Some of these metrics include the number of projects granted a final certificate, the total number of units created and the percentage of affordable units, as well as the type and size of units being constructed.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Comprehensive Plan Policies: LU 1.4 Higher Density Residential Uses LU 3.5 Mix of Uses in Centers LU 4.2 Land Uses That Support Travel Options and Active Transportation LU 4.6 Transit-Supported Development H 1.9 Mixed-Income Housing H 1.4 Use of Existing Infrastructure H 1.10 Lower-Income Housing Development Incentives H 1.11 Access to Transportation H 1.18 Distribution of Housing Options ED 2.4 Mixed-Use ED 7.4 Tax Incentives for Land Improvement

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$ An estimated $1.1M in deferred sales taxes
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Sales and use taxes are deferred for residential construction expenses assuming compliance with the 10-year affordability requirements. Positive effects of this incentive are construction of much needed housing and increased property values.

Amount		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		Additional Approvals	
Dept Head	GARDNER, SPENCER		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

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SALES AND USE TAX DEFERRAL AGREEMENT
AND
CONDITIONAL CERTIFICATE OF PROGRAM APPROVAL
OPR 2026-0185

THIS SALES AND USE TAX DEFERRAL AND CONDITIONAL CERTIFICATE OF PROGRAM APPROVAL AGREEMENT ("Conditional Agreement") is between the City of Spokane, a Washington State municipal corporation, as "City", and the Northeast Public Development Authority, as "Owner/Taxpayer" whose business address is 4001 N Cook St, Spokane, WA 99207 , collectively referred to as "Parties". This Conditional Agreement constitutes the Conditional Certificate of Program Approval.

W I T N E S S E T H:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 82.92 RCW, designated various undeveloped and underdeveloped properties as targeted areas for the provision of a sales and use tax deferral for the development of affordable housing for very low, low, and moderate-incomes families; and

WHEREAS, the City has, through Chapter 08.07D SMC, enacted a program whereby property owner/taxpayers may qualify for a certificate of tax deferral, which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the sales and use tax deferral; and

WHEREAS, the Owner/Taxpayer is applying for a sales and use tax deferral for the development of undeveloped property, as defined in Chapter 08.07D SMC, to develop new affordable housing units; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete conditional application form with a commitment to renting or selling no fewer than 50 percent of the units as affordable rental housing or affordable homeownership housing to very low, low, or moderate-income households to be constructed on property legally described as:

34-26-43 SW: LOTS 7 TO 9, BLOCK 23 AND THE WEST 27 FT OF LOT 10, BLOCK 23, HILLYARD ADDITION; EXCEPT PORTION FOR ROAD TO WASDOT PER SPOKANE COUNTY SUPERIOR COURT NO. 22-2-1566-32

Assessor's Parcel Number(s) 36343.3007, commonly known as 3011 E Wellesley Ave, ("Project").

WHEREAS, this property is located in an area zoned for residential or mixed use and is eligible to seek a sales and use tax deferral certificate pursuant to RCW 82.92.100.

WHEREAS, the City has determined that the construction will, if completed as proposed, satisfy the requirements for the sales and use tax deferral for the Project; -- NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually covenant and agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Certificate of Program Approval as outlined herein.

2. The Project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received.

3. The Owner/Taxpayer intends to construct the Project on the site, approximately **35** new affordable residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction set aside fewer than 50 percent of the developed housing for sale or rental of affordable housing to very low, low, and moderate-income families.

4. The Owner/Taxpayer agrees to complete construction of the Project within three years from the date of the application or within any extension granted by the City. The Department of Planning and Economic Development, with the consent of the Spokane City Council, may extend the deadline for completion of construction or rehabilitation for an additional period not to exceed 24 consecutive months.

5. The Owner/Taxpayer agrees before the initiation of construction of the Project, the Owner/Taxpayer must submit an application to the Washington State Department of Revenue in the form and manner prescribed by the Department of Revenue. The application must include:

(a) a copy of this Conditional Certificate of Program Approval issued by the City;

(b) an estimation of construction costs;

(c) time schedules for completion and operation; and

(d) any other information required by the Washington State Department of Revenue.

6. Within 30 days of the issuance of the certificate of occupancy by the City for an eligible investment project, the conditional recipient must file with the City the following:

(a) a description of the work that has been completed and a statement that the eligible investment project qualifies the property for a sales and use tax deferral under this chapter; and

(b) a statement of the new affordable housing to be offered as a result of the new construction;

(c) a statement that the work has been completed within three years of the issuance of the conditional certificate of program approval.

7. Within 30 days after receipt of the statements required under paragraph 6 (a)-(c) of this agreement, the City must determine and notify the Owner/Taxpayer whether the work completed and the affordable housing to be offered are consistent with the application and the contract amount approved by the City, and the investment project continues to qualify for a tax deferral. The Owner/Taxpayer must notify the Department of Revenue within 30 days from receiving the City's determination, as provided by RCW 82.92.070.

8. The parties acknowledge that at least 50 percent of the units will be set aside primarily for multifamily housing units and that at least 50 percent of the units will be rented or sold as affordable rental housing or affordable homeownership housing to very low, low, or moderate-income households. In a mixed-use project, only the ground floor of a building may be used for commercial purposes with the remainder dedicated to multifamily housing units. At least 50 percent of the project set aside for multifamily housing units will be rented at a price at or below fair market rent for Spokane County or sold at a price at or below Spokane County median price.

9. To qualify for the sales and use tax deferral, the Owner/Taxpayer will be required to make an annual report to the Director of Planning and Economic Development, 30 days after the anniversary of the date of issuance of the certificate of occupancy and each year thereafter for 10 years. The annual report must indicate the following:

(a) a statement of the affordable housing units constructed in the property as of the anniversary date;

(b) a certification by the Owner/Taxpayer that the property has not changed use;

(c) a description of changes or improvements constructed after issuance of the certificate of occupancy; and

(d) any additional information requested by the City.

In addition to (a)-(d), the Owner/Taxpayer must annually file a complete tax performance report with the Department of Revenue pursuant to RCW 82.32.534 beginning the year the certificate of occupancy is issued and each year thereafter for ten (10) years.

10. Pursuant to SMC 08.07D.110, the Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer must promptly notify the City and the Department of Revenue in writing of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement. If the transferor

fails to notify the City and the Department of Revenue, all deferred sales and use taxes are immediately due and payable as provided in Chapter 82.92 RCW.

11. The City reserves the right to cancel the Conditional Certification of Program Approval should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 08.07D.

12. No modifications of this Conditional Certification of Program Approval shall be made unless mutually agreed upon by the Parties in writing.

13. The Owner/Taxpayer specifically acknowledges and understands their potential tax liability involved if and when (1) Owner/Taxpayer opts to discontinue compliance and notifies the City and Department of Revenue within 60 days of the change in use or intended discontinuance; or (2) the City finds that a portion of an investment project is changed or will be changed to disqualify the Owner/Taxpayer for sales and use tax deferral eligibility, per Chapter 82.92 RCW. Such liability may include imposition of all deferred sales and use taxes and interest pursuant to Chapter 82.92 RCW. The Owner/Taxpayer agrees that the City is not responsible for any determinations made by the Washington State Department of Revenue related to Owner/Taxpayer's applications therewith related to this Conditional Certificate of Program Approval. This section does not apply after 10 years from the date of the certificate of occupancy.

14. In the event that any term or clause of this Conditional Certificate of Program Approval conflicts with applicable law, such conflict shall not affect other terms of this agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Certificate of Program Approval are declared to be severable.

15. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 82.92 RCW or Chapter 08.07D SMC.

16. The Director of Community and Economic Development or their designee may, on behalf of the City, execute any document and take any action necessary to effect and administer the above, including but not limited to issuing any final certificate of approval.

DATED this _____ day of _____, 2026.

City of Spokane
By:

_____
Alex Scott, City Administrator

Northeast Public Development Authority
By:

_____

Its:

_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/23/2026

Committee Agenda type: Consent

Council Meeting Date: 03/16/2026

Date Rec'd	2/4/2026		
Clerk's File #	OPR 2017-0640		
Cross Ref #			
Project #			
Submitting Dept	PLANNING & ECONOMIC	**Bid #**	
Contact Name/Phone	AMANDA BECK X6414	**Requisition #**	CR 28326
Contact E-Mail	ABECK@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	AMENDMENT TO OPR 2017-0640 WITH EAST SPOKANE BUSINESS ASSOC.		

Agenda Wording

Contract amendment to OPR 2017-0640, administration of the East Sprague Business Improvement District as completed by the East Spokane Business Association on behalf of the City. The amendment allows for a one-time increase in funding for BID programs due to increased maintenance costs and other unforeseen expenses.

Summary (Background)

The East Sprague parking and business improvement district (PBIA, commonly referred to as the ESBID) was established in 2016 to provide a variety of programs and services in the East Sprague/Sprague Union business district, including clean and green, neighborhood beautification, district branding and marketing, and safety services. The East Sprague Business Association (ESBA) administers and operates these programs through a contract with the City of Spokane, via OPR 2017-0640. As a partner organization, ESBA assists the City in maintenance of public assets such as the right-of-way planters along Sprague Avenue as well as solid waste pick up from several "public" trash cans along the avenue, for which they pay all the solid waste fees. The group coordinates with Code Enforcement on safety and security concerns under viaducts in the BID area, such as Medelia St, where there has been an increasing presence of illegal camping and dumping. Additionally, ESBA staff assist property owners with graffiti abatement and manage abatement if graffiti is in public areas or within alleys. Through management of the East Sprague Business Improvement District, ESBA and the BID, are a crucial component to ensuring that the City's large investments in public infrastructure are maintained. Due to rising labor costs, mostly related to manhours weeding the landscape beds in the public right-of-way or handling solid waste servicing, the BID is struggling to provide the same level of services to the area's ratepayers while maintaining these public assets. The BID ratepayers have noted how important a clean corridor is to a safe and welcoming environment that attracts residents and visitors to the businesses and amenities in this area, and have requested assistance from the City to maintain their levels of service and cover the hard costs of funding clean and green services.

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Data is not collected on this granular of a level, data that is readily available is property assessments for properties within the BID area, as well as business license data on what businesses have started, renewed, or stopped a business within the BID area.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

The Ratepayer Advisory Board meets monthly to provide direction to ESBA on daily administration of the BID and its service programs. Effectiveness is tangible in how clean and well cared for the corridor appears to both business and property owners, and visitors the BID tries to attract to the area.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$ 12,715.16
Current Year Cost	$ 12,715.16
Subsequent Year(s) Cost	$

Narrative

The additional funding ensures continued levels of service for the clean and green tasks overseen by the BID. The BID's assessments have been unable to keep pace with increasing inflation, increasing illegal dumping, and clean up of illegal camping.

Amount		Budget Account
Expense	$ 12,715.16	# 0750-30210-58700-54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

This is a one-time request. The East Sprague BID Ratepayer Advisory Board has voted and begun work to add a 501(c)(3) organization so that they can fundraise for assessment shortfalls in future years.

Expense Occurrence	One-Time

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		Additional Approvals	
Dept Head	GARDNER, SPENCER	PURCHASING	NECHANICKY, JASON
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

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eking@spokanecity.org	Chris Venne; chrisv@communityframeworks.org
cednhhsaccounting@spokanecity.org	

City Clerk's No. OPR 2017-0640

City of Spokane

CONTRACT AMENDMENT

Title: **PBIA ADMINISTRATING AND OPERATIONS AGREEMENT**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **THE EAST SPOKANE BUSINESS ASSOCIATION (ESBA)**, as ("Association"), having its principal place of business at 1420 East Sprague Avenue, Spokane, Washington, 99202 and a mailing address of PO Box 4132, Spokane, WA 99220, hereafter individually as "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein The Association is hereby retained pursuant to SMC 4.31C.090 and RCW 35.87A.110 to administer the PBIA on the City's behalf; and

WHEREAS, due to increased maintenance costs and other unforeseen expenses, additional funds are required 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 September 13, 2017 and September 28, 2017, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on January 23, 2026 and shall run through December 31, 2026.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **TWELVE THOUSAND SEVEN HUNDRED FIFTEEN AND 16/100 DOLLARS ($12,715.16),** plus applicable sales tax,

for everything furnished and done under this Contract Amendment, in accordance with the Estimate from Dignified Workday, LLC dated October 7, 2025, attached hereto. 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

THE EAST SPOKANE BUSINESS ASSOCIATION (ESBA)	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments
Estimate from Dignified Workday, LLC dated October 7, 2025

26-031

ESTIMATE

Dignified Workday LLC
1711 E Trent Ave
Spokane, WA 99202-2942

dbork@dignifiedworkday.org
+1 (541) 610-3254
www.dignifiedworkday.org

Real work. Real difference.

DWD Contracted Maintenance:East Spokane BID:Contracted Maintenance 2026- Landscaping

Bill to
East Spokane BID
P.O. Box 4132
Spokane, WA 992200132

Estimate details
Estimate no.: 1234
Estimate date: 10/07/2025

Billing type: Fixed Price Bid
Reg CC DIGNIWL752M1: DIGNIWL752M1

#	Date	Product or service	Description	Qty	Rate	Amount
	Weed and Maintain the street level planting areas; apply weed spray as needed.					
1.	04/20/2026	**Contract Maint Labor**	Maintain beds and plantings - first visit	32	$30.00	$960.00
2.	05/18/2026	**Contract Maint Labor**	Maintain beds and plantings	24	$30.00	$720.00
3.	06/08/2026	**Contract Maint Labor**	Maintain beds and plantings	24	$30.00	$720.00
4.	06/29/2026	**Contract Maint Labor**	Maintain beds and plantings	24	$30.00	$720.00
5.	07/20/2026	**Contract Maint Labor**	Maintain beds and plantings	24	$30.00	$720.00
6.	08/24/2026	**Contract Maint Labor**	Maintain beds and plantings	24	$30.00	$720.00
7.	10/05/2026	**Contract Maint Labor**	Maintain beds and plantings - last visit	32	$30.00	$960.00
8.	10/05/2026	**Haul-Dump Truck**	Haul and dispose of a dump truck load of clean green	1	$100.00	$100.00
9.		**Landscape Materials**	Weed Killer	1	$50.00	$50.00
		Subtotal	Subtotal			**$5,670.00**
	Water and weed 9 freestanding flower pots located at east end of ESBID from May thru September.					
10.		**Contract Maint Labor**	Water 12 planters every 2 days commencing 4 May 2026; 2 week cost (7 visits @ $78/ea)	11	$546.00	$6,006.00

Subtotal	Subtotal	**$6,006.00**

Subtotal	$11,676.00
Sales tax	$1,039.16
Total	**$12,715.16**

Accepted date

Accepted by

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: EAST SPOKANE BUSINESS ASSOCIATION

Business name: EAST SPOKANE BUSINESS ASSOCIATION

Entity type: Nonprofit Corporation

UBI #: 602-286-240

Business ID: 001

Location ID: 0001

Location: Active

Location address: 2800 E MAIN AVE
SPOKANE WA 99202-7004

Mailing address: PO BOX 4132
SPOKANE WA 99220-0132

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business				Active	Apr-30-2026	Jun-02-2014

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BEARD, DANNY	
DEMAKIS, GEORGE	
SWARTZ, JAKE	
WOODBRIDGE, BARBARA	

The Business Lookup information is updated nightly. Search date and time: 2/5/2026 1:54:11 PM

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Clerks No. RES 2026-0018

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring SPOKANE RIVERKEEPER (Spokane, WA) a sole-source provider and authorizing the City to enter into a Contract to Organize and lead cleanup events to remove waste from the Spokane River and Shoreline adjacent to City of Spokane Public Works and Parks properties for a five (5) year period – approximately $100,000.00 annually without public bidding.

WHEREAS, Cleanup data shall be reported to the City at the conclusion of each year..; and

WHEREAS, Spokane Riverkeeper will perform, as requested, dangerous area litter cleanups that require the use of special equipment such as rafts or rappelling. Examples include Huntington Park and area below Monroe Street bridge; and

WHEREAS, Spokane Riverkeeper is the only known entity that has the needed equipment and experience to access these dangerous areas for cleanup. Specific examples include experience navigating white water rapids and rappelling steep slopes. Their access to 1,500 volunteers for these cleanup events is also the only known entity in the area that can provide this resource; and

WHEREAS, the estimated annual expenditure for Spokane Riverkeeper exceeds public bid limit of $50,000 for services;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the Organization and lead on cleanup events to remove waste from the Spokane River and Shoreline adjacent to City of Spokane Public Works and Parks properties a sole-source through Spokane Riverkeeper.; and

BE IT FURTHER RESOLVED that the City Council authorizes a 3 year base period with one (1) two year renewal for Organization and lead on cleanup events to remove waste from the Spokane River and Shoreline adjacent to the City of Spokane Public Works and Parks properties – not to exceed $100,000 annually, without public bidding.

ADOPTED BY THE CITY COUNCIL ON _____

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

City Clerk's No. OPR 2026-0170

City of Spokane

PERSONAL SERVICES AGREEMENT

Title: **SPOKANE RIVERKEEPER RIVER CLEAN UP PROGRAM**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SPOKANE RIVERKEEPER**, whose address is 35 West Main Avenue, Suite 308, Spokane, Washington 99201, as ("Organization"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide Cleanup of Litter in the Spokane River and Shoreline Adjacent to City of Spokane Parks and Public Works Facilities, in accordance with the Statement of Work dated January 21, 2026; and

WHEREAS, the Organization was selected as a Sole Source.

-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Organization mutually agree as follows:

1. TERM OF AGREEMENT.
The term of this Agreement begins upon signature by both parties and shall run for three (3) years from the date of signature, unless amended by written agreement or terminated earlier under the provisions. This Agreement can be renewed for one (1) additional two (2) year renewal term, subject to mutual agreement, with the total contract period not to exceed five (5) years.

2. TIME OF BEGINNING AND COMPLETION.
The Organization shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Organization is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Organization's control.

3. SCOPE OF WORK.
The General Scope of Work for this Agreement is described in the Statement of Work: Spokane Riverkeeper River Clean Up Program Proposal dated January 21, 2026, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Personal Services Agreement controls.

The Work is subject to City review and approval. The Organization shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Organization's progress.

4. COMPENSATION / PAYMENT.

Total compensation for Organization's services under this Agreement shall not exceed **EIGHTY FIVE THOUSAND AND NO/100 DOLLARS ($85,000.00)** plus tax if applicable in a calendar year. Total compensation will increase in subsequent years by the prior year's annual average of the U.S. Bureau of Labor Statistics West Coast B/C Consumer Price Index for Urban Wage Earners and Clerical Workers., unless modified by a written amendment to this Agreement.

The following table splits costs evenly between the Parks and Wastewater Departments.

Service	Total	Parks (50%)	Wastewater (50%)
Base Services	$75,800 annual	$37,900	$37,900
Dangerous Area Cleanup	$2,000 @ $1,000/cleanup	$1,000	$1,000
Total	**$77,800**	**$38,900**	**$38,900**

The Organization shall submit its applications for payment to Wastewater Maintenance, 909 East Sprague Avenue, Spokane, Washington 99202 and Parks and Recreation Department, City of Spokane, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Organization's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Organization and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

A. Organization shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Organization's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

6. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Organization shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Organization does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

Subcontractor: Subcontractor expenses will be reimbursed at the actual cost incurred and may not include a markup. Copies of all Subcontractor invoices that are rebilled to the City are required.

7. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.
No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Organization agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

8. INDEMNIFICATION.
The Organization shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Organization's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Organization to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Organization's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Organization, its agents or employees. The Organization specifically assumes liability and agrees to defend, indemnity, and hold the City harmless for actions brought by the Organization's own employees against the City and, solely for the purpose of this indemnification and defense, the Organization specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Organization recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

9. INSURANCE.
During the period of the Agreement, the Organization shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

A. Worker's Compensation Insurance in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Organization's services to be provided under this Agreement.

i. Acceptable **supplementary Umbrella insurance** coverage combined with Organization's General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Organization or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Organization shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Organization's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Organization shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. DEBARMENT AND SUSPENSION.
The Organization has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

11. AUDIT.
The Organization and its subcontractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Organization and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

12. KEY PERSONS.
The Organization shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Organization identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Organization's employment, the Organization shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Organization from its obligations under this Agreement.

13. ASSIGNMENT AND SUBCONTRACTING.
The Organization shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Organization shall incorporate by reference this Agreement, except as otherwise provided. The Organization shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Organization from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

14. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Organization for all work previously authorized and performed prior to the termination date.

15. STANDARD OF PERFORMANCE.
The standard of performance applicable to Organization's services will be the degree of skill and diligence normally employed by professional Companies performing the same or similar services at the time the services under this Agreement are performed.

16. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.
Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Organization shall be safeguarded by the Organization. The Organization shall make such data, documents and files available to the City upon the City's request. If the City's use of the Organization's records or data is not related to this project, it shall be without liability or legal exposure to the Organization.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are ***public records*** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

17. ANTI KICK-BACK.
No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

18. MISCELLANEOUS PROVISIONS.
A. **Amendments/Modifications**: This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
B. The Organization, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Organization shall comply with the requirements of this Section.
C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.
E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Organization after the time the same shall have become due nor payment to the Organization for any portion of the Work shall

constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Organization. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

H. **No personal liability**: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

SPOKANE RIVERKEEPER	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding debarment
Exhibit B – Organization's Statement of Work dated January 21, 2026
Exhibit C – Sole Source Justification Form

U26-010a

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

   Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print) Title of Certifying Official (Type or Print)	Signature Date (Type or Print)

EXHIBIT B

Statement of Work:
Spokane Riverkeeper River Clean Up Program

Submitted to: City of Spokane

Prepared by: Spokane Riverkeeper

Contact: Nathan South, Treasurer, nathan@spokaneriverkeeper.org

Date: 1/21/2025

1. Project Overview

The Spokane Riverkeeper is committed to the health and protection of the Spokane River through community engagement, advocacy, and action. The River Clean Up Program mobilizes volunteers and partners to remove litter and debris from the riverbanks and waters, preserving habitat, improving water quality, and fostering civic pride. Approximately 90% of the trash we remove comes from within the City of Spokane. We seek funding support from the City of Spokane to enhance our impact, ensure program sustainability, and expand our reach. We will commit to working with the City to explore alternative future funding options through grants.

2. Objectives

- Tactical: Clean up litter
    - Remove waste from the river and adjacent areas.
    - Engage at least community volunteers through structured clean-up events.
- Strategic: Reduce the inflow of litter
    - Increase public awareness of watershed stewardship.
    - Provide educational materials and hands-on experiences to local schools and organizations.

3. Scope of Work

Services:

1. Host and lead private and public river clean-up events from March through October.
2. Coordinate with community groups and local businesses to boost participation.
3. Provide safety gear, waste disposal, and volunteer support.
4. Track and report on types and quantities of debris collected.
5. Share outcomes via digital reports and local media.
6. Partner with City of Spokane Code Enforcement to remove bagged trash.

Additional Services:

7. Dangerous Area Cleanup (e.g. Huntington Park, Riverfront Park)

4. Deliverables (see appendix for approximate timing)

Base Services:

1. Remove 40,000+ lbs of waste
2. Organize and lead 1,500+ volunteers
3. Organize and lead four public and ~40 private group river cleanup events
4. Comprehensive report to the City with volunteer data and environmental outcomes
5. Public visibility through social media and local press coverage

Additional Services:

6. Dangerous Area Cleanup (two per year):
    a. Cleanups of technical areas (e.g. Huntington Park) that require coordination with partner organizations (e.g. Spokane Mountaineers, Bower Climbing Club).

5. Cost

The following table splits costs evenly between the Parks and Public Works Departments.

Service	**Total**	**Parks (50%)**	**Public Works (50%)**
Base Services	$75,800 annual	$37,900	$37,900
Dangerous Area Cleanup	$2,000 @ $1,000/cleanup	$1,000	$1,000
Total	**$77,800**	**$38,900**	**$38,900**

Appendix

Base Services Deliverables Detail

Deliverable	Timeline	Description
40 private or DIY cleanups	Mar-Nov	Coordinate, equip, and lead group cleanups.
Respond to litter reports	10/year	Respond to litter reports submitted via our online form.
Code Enforcement support	6/year	Raft out trash bagged by Code Enforcement from hard to reach areas.
Public cleanups	Quarterly	Host, coordinate, support public cleanups on Earth Day, Summer Kick off, World Cleanup Day, and Trashoween Costume Cleanup
Patrolling and monitoring	Year Round	Monitor and coordinate cleanups in problem areas, report ongoing issues (e.g. Lime Scooters in the river), abandoned camps and environmentally hazardous areas.
Education and outreach	Year Round	Provide litter education and outreach to the public and students at events and classroom talks.
Reporting	Quarterly	Quarterly reports documenting work and results, includes summary designed for the public. Annual report designed for the public.
Social media	~10/year	Highlight events or short term efforts.
Removal of bagged trash from active camps	Year Round	Remove bagged trash from camps. Empty bags supplied during floats.

Base Services Budget Detail

Expense Category	Description	Annual Cost
Litter Clean Up Staff	On-water clean up, outreach, volunteer and supply coordination, data reporting, communication (additional funding)	$36,000
Program Management		$14,850
Summer Internship	Supporting river clean up and general outreach events	$6,750
Outreach & Educational Materials	Brochures, signage, outreach printing, digital outreach	$2,250
Transportation		$1,350
Boat, vehicle & trailer maintenance		$1,350
Community Engagement Events	Event permits, water/snacks for volunteers, outreach booths, Earth Day and other public clean up events	$900
Volunteer Supplies & Equipment	Gloves, litter grabbers, safety vests, first-aid kits, bags	$1,400
Waste Disposal Fees*	Dumping costs,hauling fees	$2,700
Data Collection & Reporting	Supplies for tracking debris types, water quality monitoring kits	$1,350
Contingency (10%)		$6,900
Total		**$75,800**

*Note: Remove cost if Code Enforcement is willing to haul/dispose of waste.

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Apr 04, 2025

Nonprofit Corporation

Unified Business ID #: 604591914
Business ID #: 001
Location: 0001
Expires: Mar 31, 2026

SPOKANE RIVERKEEPER
STE 308
35 W MAIN AVE
SPOKANE WA 99201

UNEMPLOYMENT INSURANCE - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

SPOKANE NONPROFIT BUSINESS - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

SPOKANE RIVERKEEPER

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

STATE OF WASHINGTON

UBI: 604591914 001 0001

Expires: Mar 31, 2026

SPOKANE RIVERKEEPER
STE 308
35 W MAIN AVE
SPOKANE WA 99201

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE NONPROFIT BUSINESS - ACTIVE

FOLD HERE

FOLD HERE

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit http://business.wa.gov/BLS or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lamb Insurance Services Attn: Accounts Payable 1385 Hwy 35 PMB 170 Middletown NJ 07748 License#: PC-1013055	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 212-375-3000 **FAX (A/C, No):** 888-389-8061 **E-MAIL ADDRESS:** service@lambis.com
INSURED Spokane Riverkeeper 35 W Main AVe, Ste 308 Spokane WA 99201 SPOKRIV-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Alliance of Nonprofits for Ins — 10023 **INSURER B :** Carolina Casualty Insurance Co — 10510 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1920550953 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			02-CP-0064782-01-05	6/1/2025	6/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			02-CP-0064782-01-05	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B B	Directors and Officers Employee Practices Liability			DCP1860294P6 DCP1860294P6	8/31/2025 8/31/2025	8/31/2026 8/31/2026	$1M Occurence $1M Occurence	$1M Aggregate $1M Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured:
City of Spokane and Spokane Public Facilities District
20 W. Mallon Ave
Spokane, WA 99201

CERTIFICATE HOLDER

City of Spokane and Spokane Public Facilities District
20 W. Mallon Ave
Spokane WA 99201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/23/2026

Committee Agenda type: Consent

Council Meeting Date: 03/16/2026

Date Rec'd	2/18/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	INFORMATION TECHNOLOGY	**Bid #**	
Contact Name/Phone	TC BRENDEN X6460	**Requisition #**	
Contact E-Mail	TBRENDEN@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? YES	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	MASTER CONTRACT COPIERS NORTHWEST		

Agenda Wording

Amendment Master Contract for purchasing, leasing, service, software, maintenance and support for copier and printer purchases. Add additional funds of $1,200,000 to annual amount for a total cost of $1,500,000. Term begins April 1, 2025, and runs through March 31, 2030

Summary (Background)

Master Contract was originally created for the annual amount instead of the total for the contract term, amending to correct to total amount.

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 1,500,000
Current Year Cost	**$** 300,000
Subsequent Year(s) Cost	**$** 300,000

Narrative

Amount		**Budget Account**
Expense	**$** 1,500,000	**#** Various accounts
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	MARTINEZ, LAZ	**ACCOUNTING -**	BAIRD, CHRISTI
Division Director			
Accounting Manager	BAIRD, CHRISTI		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

John Hines; jhines@copiersnw.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

City Clerk's No. OPR 2025-0269

City of Spokane

CONTRACT AMENDMENT

Title: **COPIERS AND MANAGED PRINT SERVICES**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **COPIERS NORTHWEST, INC.**, whose address is 615 South Alaska Street, Seattle, Washington 98108, as ("Company"). individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Purchasing, Leasing, Service, Software and Support for the City of Spokane's Copier and Printer Purchases for the City; and

WHEREAS, correction to the Compensation section is needed, thus the original Contract needs to be formally Amended by this written document; and

NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.
The original Contract, dated April 22, 2025 and April 23, 2025, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on April 1, 2025 and shall run through March 31, 2030.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS** (**$1,200,000.00**), plus applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally binding representatives affix their signatures below.

COPIERS NORTHWEST, INC.

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

26-043

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Carol Caughey ACSR	
Brown & Brown Insurance Services, Inc. 701 Fifth Ave Ste 550 Seattle WA 98104	PHONE (A/C, No, Ext): (206) 956-1600	FAX (A/C, No): (206) 956-9600
	E-MAIL ADDRESS: Carol.Caughey@bbrown.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Allmerica Financial Benefit Insurance Company	41840
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Copiers Northwest, Inc
615 S Alaska Street
Seattle WA 98108

COVERAGES **CERTIFICATE NUMBER:** 25 Master Blkt GL BA SG **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y		Z22 M107643 00	07/28/2025	07/28/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			AW2 M107640 00	07/28/2025	07/28/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 0			Z22 M107643 00	07/28/2025	07/28/2026	EACH OCCURRENCE	$ 8,000,000
							AGGREGATE	$ 8,000,000
							Follow Form	$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		Z22 M107643 00	07/28/2025	07/28/2026	[ ] PER STATUTE [X] OTH-ER	Stop Gap
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Working within the Public Right-of-Way

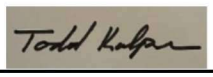
CERTIFICATE HOLDER

City of Spokane
808 West Spokane Falls Blvd.
Spokane WA 99201334

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: 00398459

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Brown & Brown Insurance Services, Inc.	Copiers Northwest, Inc
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

Certificate Holder:
The City of Spokane

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Certificate of Insurance Notice

Due to the 2012 changes to the **Washington Administrative Code (WAC 284-30-355),** which strictly regulates the use of Certificates of Insurance and similar insurance forms we are required by the State of Washington to use the most recent Certificate ACORD© form. **We have attached a copy for your reference.**

We no longer add primary, additional insured, waiver of subrogation **verbiage or specific endorsement or form numbers in the description of operations section.** The only information intended to go in this section is job/project/location/vehicle related.

When applicable, the certificate will have the **additional insured and/or waiver of subrogation box checked next to the affected coverage and any related endorsements will be attached to the certificate.** A copy of the underlying insurance policy may also be available upon request.

In addition, we cannot amend the cancellation section of a certificate. In the event of cancellation, the company will abide by the cancellation provisions of the policy. The insurance policy provisions regarding notice of cancellation are afforded to the First Named Insured. These provisions do not extend to Certificate Holders, Additional Insureds, or any other third party, unless they are the mortgagee or loss payee.

We appreciate your understanding of the limitations imposed on our agency by these regulatory requirements. Please contact us at 113.certRequest@bbrown.com if you have any questions about the Certificate of Insurance that you have been provided.

WAC 284-30-355 Certificates of Insurance.

(1) The following definitions apply to this section.

(a) "Certificate" or "certificate of insurance" means any document, without regard to title or description, that is issued by an insurer, insurance producer, or surplus line broker as evidence of property or casualty insurance coverage. Certificate or certificate of insurance as used in this section does not include an insurance policy, insurance binder, an automobile insurance identification or information card, or a certificate issued to a person or entity that has purchased coverage under a group master policy.

(b) "Certificate holder" means any person, other than a policyholder, that requests, obtains, or possesses a certificate.

(c) "Property" means the insurance coverages described in RCW 48.11.040.

(d) "Casualty" means the insurance coverages described in RCW 48.11.070.

(e) "Insurance binder" means a temporary document that serves as evidence of insurance until the insurance policy is issued.

(f) "Insurance policy" means the executed insurance policy issued to the named insured as part of an insurance transaction as defined in RCW 48.01.060.

(2) This section applies to all:

(a) Certificate holders, policyholders, insurers, insurance producers, surplus line brokers; and

(b) Certificates issued as evidence of insurance coverage for risks located in this state without regard to where a certificate holder, policyholder, insurer, insurance producer, or surplus line broker is located.

(3) (a) If a certificate holder is named within the policy or endorsement and the policy or endorsement requires notice to be provided to the certificate holder, a certificate holder only possesses a right to notice of:

(i) Cancellation;

(ii) Nonrenewal; or

( ) A material change, or any similar notice concerning the insurance policy.

(b) The insurance policy governs the terms and conditions of the notice, including the timing of the notice.

(4) No person may knowingly demand or require an insurer, insurance producer, surplus line broker, or policyholder to issue a certificate that contains any false or misleading information or that purports to alter, amend, or extend the coverage provided by the insurance policy.

(5) No person may knowingly issue or circulate a certificate that contains any false or misleading information or that purports to alter, amend, or extend the coverage provided by the insurance policy.

(6) No person may issue, demand, or require, either in addition to or in lieu of a certificate, a document that contains any false or misleading information or that purports to alter, amend, or extend the coverage provided by the insurance policy.

(7) (a) Nothing in this section affects or excuses a person's obligation to obtain an insurance policy for the benefit of a third party that conforms to specific contractual or legal requirements.

(b) Notwithstanding any requirement, term, or condition of any contract, the insurance coverage provided by the referenced policy of insurance is subject to all the terms, exclusions, and conditions of

the policy. A certificate of insurance does not confer new or additional rights beyond what the referenced policy of insurance provides.

[Statutory Authority: RCW 48.02.060. WSR 12-09-052 (Matter No. R 2011-30), § 284-30-355, filed 4/16/12, effective 5/17/12.]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. **CANCELLATION EXTENSION**

Paragraph **A. CANCELLATION 2. b.** of the **COMMON POLICY CONDITIONS** is replaced with the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

SECTION I - COVERED AUTOS

2. **EMPLOYEE HIRED "AUTOS" Description Of Covered Auto Designation Symbols; Symbol 8** is replaced by the following:

8 = Hired "Autos" Only - Only those "autos" you lease, hire, rent or borrow; including "autos" your employee hires at your direction, for the purpose of conducting your business. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

SECTION II - LIABILITY COVERAGE

3. **BROADENED NAMED INSURED**

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

d. Any business entity for which you have a financial interest greater than 50% of the voting stock or otherwise have a controlling interest after the effective date of this policy or that is newly acquired or formed by you during the term of this policy.

The coverage provided by this provision is afforded until expiration or termination of this policy, whichever occurs earlier.

The coverage provided by this provision does not apply to any business entity described in d. above that qualifies as an insured under any other automobile liability policy issued to that business entity as a named insured or would have been an insured except for the exhaustion of the policy limits or the insolvency of the insurer.

The coverage provided by this provision does not apply to "bodily injury" nor "property damage" arising from an accident that occurred prior to your acquiring or forming the business entity described in d. above.

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4. **EMPLOYEES AS INSUREDS**

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

e. Any employee of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

5. **SUPPLEMENTARY PAYMENTS**

The following amends **SECTION II - LIABILITY COVERAGE**, Paragraph 2. **Coverage Extensions** provision:

Paragraph (2) is replaced by the following:

(2) Up to $2500 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.

Paragraph (4) is replaced by the following:

(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.

6. **AMENDED FELLOW EMPLOYEE EXCLUSION**

The following is added to the **SECTION II - LIABILITY COVERAGE**, B. **Exclusions**

Fellow Employee

This exclusion does not apply if the "bodily injury" arises from the use of a covered "auto" you own or hire. This coverage is excess over any other collectible insurance

SECTION III - PHYSICAL DAMAGE COVERAGE.

7. **EXPENSE OF RETURNING A STOLEN "AUTO"** and **SIGN COVERAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A.1. COVERAGE**:

d. **Expense Of Returning A Stolen "Auto"**

We will pay for the expense of returning a covered "auto" to you.

e. **Sign Coverage**

We will pay for loss to signs, murals, paintings or graphics, as part of equipment, which are displayed on a covered "auto".

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. $2,000.

8. **GLASS BREAKAGE DEDUCTIBLE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE** paragraph **3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles**:

Any deductible shown in the Declarations as applicable to the

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covered "auto" will not apply to glass breakage if such glass is repaired, rather than replaced.

9. **TRANSPORTATION EXPENSE**

Paragraph **4. Coverage Extension**. of **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE** is replaced with the following:

4. **Coverage Extension**

We will pay up to $50 per day to a maximum of $1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy s expiration, when the covered "auto" is returned to use or we pay for its "loss".

10. **HIRED AUTO PHYSICAL DAMAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**:

5. **Hired Auto Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision is provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage(s) provided is extended to "autos" you hire without a driver or your employee hires, without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, of like kind and use as the "autos" you own, subject to the following:

The most we will pay for any one loss is the lesser of the following:

a. $50,000 per accident, or
b. cash value, or
c. the cost of repair,

minus the deductible equal to the lowest deductible applicable to any owned "auto" for that coverage. Any deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. Subject to the limit and deductible stated above, we will provide coverage equal to the broadest coverage provided to any covered "auto" you own, that is applicable to the loss.

If the loss arises from an accident for which you are legally liable and the lessor incurs an actual financial loss from that accident, we will cover the lessor s actual financial loss of use of the hired "auto" for a period of up to seven consecutive days from the date of the accident, subject to a limit of $1,000 per accident.

AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**:

6. **Audio, Visual and Data Electronic Equipment Coverage**

We will pay for "loss" to any electronic equipment that receives

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or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered auto at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto s" electrical system, in or upon the covered "auto", including its antennas and other accessories. However , this does not include tapes, records or discs.

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided herein. In addition, the following exclusions apply:

We will not pay , under this coverage, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto s" operating system; or

2. Both:

   a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto", and

   b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

With respect to coverage herein, the **LIMIT OF INSURANCE** provision of **PHYSICAL DAMAGE COVERAGE** is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of

   a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
   b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
   c. $500.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".

3. Deductibles applicable to PHYSICAL DAMAGE COVERAGE, do not apply to this Audio, Visual and Data Electronic Equipment Coverage.

If there is other coverage provided by this policy for audio, visual and data electronic equipment, the coverage provided herein is

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excess. However, you may elect to apply the limit or any portion thereof of coverage provided herein to pay any deductible that is applicable under the provisions of the other coverage.

12. **RENTAL REIMBURSEMENT and MATERIAL TRANSFER EXPENSE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**:

7. **Rental Reimbursement and Material Transfer Expense**

This coverage provides only those Physical Damage Coverages where a premium is shown in the Declarations. It applies only to a covered "auto" described or designated to which the Physical Damage Coverages apply.

We will pay for auto rental expenses and the expenses, incurred by you because of "loss" to a covered "auto", to remove and transfer your materials and equipment from the covered "auto" . Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

We will pay only for those auto rental expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy s expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the covered"auto". If loss is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and transport it to a repair shop.

2. 60 days.

Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred, including loss of use.

2. $3000.

This auto rental expense coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "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 the SECTION III - PHYSICAL DAMAGE COVERAGE, A. 4. Coverage Extension.

13. **AIRBAG COVERAGE**

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, paragraph **3.**

The portion of this exclusion relating to mechanical or electrical breakdown does not apply to the accidental discharge of an airbag. This coverage is excess of other collectible insurance or warranty. No deductible applies to this Airbag Coverage.

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14. **AUTO LOAN PHYSICAL DAMAGE EXTENSION**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest , any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

15. **AUTO LEASE PHYSICAL DAMAGE EXTENSION**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph **C. LIMIT OF INSURANCE 1.** or **2.** and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay: less any fees to dispose of the auto; any overdue payments; financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

SECTION IV - CONDITIONS

16. **DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss**:

d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:

   (1) You, if you are an individual;
   (2) Any partner or insurance manager if you are a partnership; or
   (3) An executive officer or insurance manager if you are a corporation.

17. **BLANKET WAIVER OF SUBROGATION**

Paragraph **5. Transfer Of Rights Of Recovery Against Others To Us, SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:

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5. **Transfer Of Rights Of Recovery Against Others To Us**

   If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

18. **UNINTENTIONAL FAILURE TO DISCLOSE INFORMATION**

The following is added to **SECTION IV BUSINESS AUTO CONDITIONS. B. General Conditions**, paragraph **2. Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

19. **HIRED AUTO - WORLDWIDE COVERAGE**

The following is added to **SECTION IV - Business Auto Conditions, B. General Conditions**, paragraph **7. Policy Period, Coverage Territory** provision:

e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

SECTION V - DEFINITIONS

20. **MENTAL ANGUISH**

Paragraph **C. "Bodily injury", SECTION V - DEFINITIONS** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SMALL COMMERCIAL LIABILITY COMPANION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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SECTION I – ADDITIONAL INSURED PROVISIONS

A. Automatic Additional Insured Provisions Including Primary and Non-contributory:

1. SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization described in paragraphs **4.a** through **4.g.** below, whom you agree to add as an Additional Insured.

2. However, the insurance afforded to such Additional Insured described below:

a. Only applies to the extent permitted by law.

b. Will not be broader than the insurance which you are required by the written contract, agreement or permit, if any, to provide for such additional insured.

c. Applies on a primary basis and we will not seek contribution from any other insurance available to the Additional Insured, if that is required by an applicable written contract, agreement or permit.

d. Will not be broader than coverage provided to any other insured.

e. Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

f. Does not apply to any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

3. The most we will pay on behalf of the Additional Insured for a covered claim is the lesser of the amount of insurance:

a. Required by the applicable written contract, agreement or permit, if any; or

b. Available under the applicable Limits of Insurance shown in the Declarations or any endorsement to the policy.

4. Additional Insureds

The following persons or organizations qualify as additional insureds under this endorsement:

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The following is added to **SECTION II – WHO IS AN INSURED**:

a. Broad Form Vendors

(1) Any person or organization that is a vendor with whom you agreed in a written contract or agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

(2) With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained within the exclusion in paragraphs **(d)** or **(f)** above; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(i) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.

(j) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Co-owner of Insured Premises

Any person or organization who is a co-owner of premises described in the declarations. Such person(s) or organization(s) is an insured only with respect to their liability as co-owner of the co-owned premises.

c. Controlling Interest

Any person or organization that has a majority controlling interest in you, but only with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Mortgagee, Assignee, or Receiver

Any mortgagee, assignee or receiver, but only with respect to their liability as

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mortgagee, assignee, or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

e. Grantor of Franchise

Any person or organization who is a grantor of a franchise to you, but only with respect to their liability as grantor of a franchise to you.

f. Lessor of Leased Equipment

Any person or organization from whom you lease equipment is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured does not apply to any "occurrence" that takes place after the equipment lease expires.

g. Manager or Lessor of Premises

Any person or organization from whom you lease premises is also an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

However, this provision does not apply to:

(1) Any "occurrence" that takes place after you cease to be a tenant in the premises.

(2) Structural alterations, new construction or demolition operations performed by or for such additional insured(s).

B. Additional Insured by Contract, Agreement or Permit With Completed Operations and Primary and Non-contributory

1. Any person or organization who does not qualify as an Additional Insured in **A. Automatic Additional Insured Provisions Including Primary and Non-contributory**, **4. Additional Insureds**, paragraphs **a.** through **g.** above with whom you agreed in a written contract, agreement or permit to add as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

a. Premises you own, rent, lease or occupy;

b. Your ongoing operations for the additional insured(s) designated in the written contract, agreement or permit;

c. "Your work" included in the "products-completed operations hazard", but only if:

(1) The written contract, agreement or permit requires you to provide such coverage to the additional insured; and

(2) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

2. The insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law.

b. Will not be broader than the insurance which you are required by the written contract, agreement or permit to provide for such additional insured.

c. Applies on a primary basis and we will not seek contribution from any other insurance available to the Additional Insured, if that is required by the written contract, agreement or permit.

d. Does not apply if the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the additional insured.

e. Will not be broader than coverage provided to any other insured.

f. Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

g. Does not apply unless the written contract or agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal and advertising injury".

h. Does not apply to any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

i. Does not apply to any lessor of equipment after the equipment lease expires.

j. Does not apply to any:

(1) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense

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is committed after the lease for the land expires; or

(2) Managers or lessors of premises if:

(a) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or

(b) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

k. Does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

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.

3. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the written contract, agreement or permit described in **B. Additional Insured by Contract, Agreement or Permit With Completed Operations and Primary and Non-contributory,** paragraph **1.** or

2. Available under the applicable Limits of Insurance shown in the Declarations or any endorsement to this policy.

This provision shall not increase the applicable Limits of Insurance shown in the Declarations.

SECTION II – COVERAGE EXTENSIONS

A. Supplementary Payments Extension

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, paragraph **1.** is replaced by the following:

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $2500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limits of Insurance.

B. Alienated Premises

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property, paragraph **(2)** is replaced by the following:

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

C. Broad Form – Property Damage Legal Liability

The following is added to **SECTION III - LIMITS OF INSURANCE**, Paragraph **6.**

The Damages to Premises Rented to You Limit shown on the Declarations will apply to a claim because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily

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occupied by you with permission of the owner. If the General Aggregate Limit shown on the Declarations is less than $1,000,000, for the purpose of the Damages To Premises Rented to You coverage only, the General Aggregate Limit will be equal to the Damage to Premises Rented to You Limit shown on the Declarations. The Damage to Premises Rented to You Limit does not and should not be construed to increase the General Aggregate Limit except as provided in the limited circumstance described in this paragraph.

D. Broad Form Property Damage – Borrowed Equipment, Customers' Goods, Use of Elevators

1. The following is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property**:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs **(3), (4)** and **(6)** do not apply to "property damage" to "customers' goods" while on your premises.

Paragraphs **(3), (4)** and **(6)** do not apply to the use of elevators.

2. For the purposes of this endorsement, the following definition is added to **SECTION V – DEFINITIONS**:

1. "Customers' goods" means property of your customer(s) on your premises for the purpose of being:

a. Worked on; or

b. Used in your manufacturing process.

3. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

E. Incidental Malpractice – Employed Nurses, EMT's and Paramedics

With respect to the **COMMERCIAL GENERAL LIABILITY COVERAGE** form, **SECTION II – WHO IS AN INSURED,** paragraph **2.a.(1)(d)** and with respect to the **SMALL COMMERCIAL LIABILITY COMPANION** endorsement, **SECTION IV – EXCLUSIONS, A. Professional Services** do not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

F. Personal and Advertising Injury – Broad Form

1. **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, **2. Exclusions, e. Contractual Liability** is deleted.

2. **SECTION V – DEFINITIONS**, **14.** "Personal and advertising injury", paragraph **b.** is replaced by the following:

b. Malicious prosecution or abuse of process.

3. The following is added to **SECTION V – DEFINITIONS**, **14.** "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", nor to the employment, prospective employment or termination of any person or persons by an insured.

4. For purposes of this endorsement, the following definition is added to **SECTION V – DEFINITIONS:**

1. "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

5. This coverage does not apply if liability coverage for "personal and advertising injury" is excluded either by the provisions of the Coverage Form or any endorsement thereto.

G. Product Recall Expense

1. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, **n. Recall of Products, Work or Impaired Property** is replaced by the following:

n. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection,

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repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product" if the "covered recall" was initiated during the policy period.

However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

2. The following is added to **SECTION II – WHO IS AN INSURED,** paragraph **3.b.**:

"Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

3. The following is added to **SECTION III – LIMITS OF INSURANCE**:

Product Recall Expense Limits of Insurance

a. The Limits of Insurance shown in the **SUMMARY OF COVERAGES** of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense coverage regardless of the number of:

(1) Insureds;

(2) "Covered Recalls" initiated; or

(3) Number of "your products" withdrawn or recalled.

b. The Product Recall Expense Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the $500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that

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case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

4. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, **2. Duties in the Event of Occurrence**, **Offense, Claim or Suit**:

   You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

   (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

   (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

5. For the purpose of this endorsement, the following definitions are added to **SECTION V – DEFINITIONS**:

   1. "Covered recall" means a recall or withdrawal made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or is reasonably expected to result in "bodily injury" or "property damage".

   2. "Product recall expense(s)" means:

   a. Necessary and reasonable expenses for:

   (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;

   (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;

   (3) Remuneration paid to your regular "employees" for necessary overtime;

   (4) Hiring additional persons, other than your regular "employees";

   (5) Expenses incurred by "employees" including transportation and accommodations;

   (6) Expenses to rent additional warehouse or storage space;

   (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,

   you incur exclusively for the purpose of recalling "your product"; and

   b. Your lost profit resulting from such "covered recall".

6. This Product Recall Expense Coverage does not apply:

   a. If the "products – completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or

   b. To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements.

H. Who is an Insured Amended

1. **SECTION II – WHO IS AN INSURED**, paragraph **2.a.(1)(d)** is replaced by the following:

   (d) Arising out of his or her providing or failing to provide professional services.

2. **Insured Employee Extension**

   The following is added to **SECTION II – WHO IS AN INSURED**, paragraph **2.a.(1)(a)**:

   With respect to "bodily injury" only, the limitations above do not apply to your "employees" as insureds with respect to damages caused by cardiopulmonary resuscitation or first aid services administered by such an "employee".

3. **Who is an Insured – Subsidiaries**

   The following is added to **SECTION II – WHO IS AN INSURED**:

   Subsidiaries

   Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

   a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and

   b. Such subsidiary is not an insured under similar other insurance.

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No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

c. Before you maintained an ownership interest or more than 50% in such subsidiary; or

d. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

4. Newly Acquired or Formed Organizations – 180 Days

SECTION II – WHO IS AN INSURED, paragraph **3.a.** is replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

I. Limits of Insurance Amended

General Aggregate Limits of Insurance Per Location

The following is added to **SECTION III – LIMITS OF INSURANCE**:

The General Aggregate Limits of Insurance apply separately to each of your "locations" owned by or rented to you. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

J. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, **8. Transfer of Rights of Recovery Against Others to Us**:

We waive any right of recovery we may have against any person or organization with whom you have a written contract, agreement or permit to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

This condition does not apply to Medical Expenses Coverage.

K. Unintentional Failure to Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, **6. Representations** is replaced by the following:

6. Representations

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

L. Unintentional Failure to Notify/Knowledge of an Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim or Suit,** paragraph **a.**:

Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Coverage Part.

Knowledge of an "occurrence" or offense by an agent or "employee" of the insured will not constitute knowledge by the insured, unless an "executive officer" of the insured knows about such "occurrence" or offense. Failure of an agent or "employee" of the insured, other than an "executive officer" of the insured, to notify us of an "occurrence" or offense that such person knows about will not affect the insurance afforded to you.

M. Medical Payments – Three Years to Report

SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS, 1. Insuring Agreement, paragraph **a.(3)(b)** is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

SECTION III – ADDITIONAL CONDITIONS

The following are added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

A. Liberalization

If, within 45 days prior to or during the policy period, we adopt any revision that would broaden the coverage under this policy without additional premium, the broadened coverage will immediately apply to this policy.

B. Concealment, Misrepresentation or Fraud

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This policy;

2. The Covered Property;

3. Your interest in the Covered Property; or

4. A claim under this policy.

C. Insurance Under Two or More Coverages

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It is our stated intent that the various Coverage Parts, forms, endorsements or policies issued to the named insured by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim, "suit", "occurrence", offense, accident, "wrongful act" or loss. We will not pay more than the actual amount of the loss or damage.

If this Coverage Part and any other Coverage Part, form, endorsement or policy issued to the named insured by us, or any company affiliated with us, apply to the same claim, "suit", occurrence, offense, accident, "wrongful act" or loss, the maximum Limit of Insurance under all such Coverage Parts, forms, endorsements or policies combined shall not exceed the highest applicable Limit of Insurance under any one Coverage Part, form, endorsement or policy.

This condition does not apply to any Excess or Umbrella Policy issued by us specifically to apply as excess insurance over this policy.

SECTION IV – EXCLUSIONS

A. The following are added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY, 2. Exclusions**:

Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in paragraphs **(1)** or **(2)** above.

However, unless paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

Aircraft Products, Grounding and Testing

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of:

(a) "Aircraft products" or reliance upon any representation or warranty made with such product;

(b) The "grounding" of any aircraft; or

(c) The "testing" of any aircraft.

(2) For purposes of this Exclusion, the following definitions apply:

(a) "Aircraft Products" means:

(i) Aircraft, including but not limited to missiles, spacecraft, or any other aircraft goods or products you manufacture, sell, handle or distribute;

(ii) Aircraft and any ground support or control equipment used in connection therewith;

(iii) Any product provided by the insured and installed or used in connection with any aircraft;

(iv) Any tooling used in respect to any aircraft;

(v) Training and navigational aids, instructions, manuals, blueprints, engineering or other data in connection with any aircraft;

(vi) Any advice, service or labor supplied with any aircraft; or

(vii) Services you or others trading under your name provide or recommend for use in the manufacture, repair, operation, maintenance or use of any aircraft.

(b) "Grounding" means the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft, due to the existence of or alleged or suspected existence of any defect, fault or condition:

(i) In such aircraft or any part sold, handled or distributed by you or that is manufactured, assembled or

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processed by any other person or organization according to your specifications, plans, suggestions, orders or drawings; or

(ii) With tools, machinery or other equipment furnished to such persons or organizations by you;

whether such withdrawn aircraft are owned or operated by the same or different persons or organizations.

"Grounding" shall be deemed to commence on the date of an "occurrence" which discloses the necessity of "grounding" or on the date an aircraft is first withdrawn from service because of such condition, whichever comes first.

(c) "Testing" means examination, observation, evaluation or measuring of the performance of "aircraft products", while either in the air or on the ground.

Professional Services

"Bodily injury", "property damage", or "personal and advertising injury" caused by the rendering of or failure to render any professional service, advice or instruction:

(1) By any insured; or

(2) On behalf of any insured; or

(3) From whom any insured assumed liability by reason of a contract or agreement,

regardless of whether any such service, advice or instruction is ordinary to any insured's profession.

Professional services include but are not limited to:

(4) Legal, accounting or advertising services, notary, title abstract, tax preparation, real estate, stockbroker, publishing, architects or insurance services;

(5) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;

(6) Supervisory, inspection or engineering services;

(7) Any medical, surgical, dental, x-ray, nursing, health or therapeutic services, treatment, advice or instruction including, but not limited to, the prescribing, furnishing or dispensing of drugs;

(8) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming, including body piercing services or use or exposure to any sun lamp, tanning booth or other similar appliance;

(9) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(10) Services in the practice of pharmacy;

(11) Management, Human Resource, Testing, Media or Public Relations consulting services.

This exclusion applies even if a claim alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an 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 service.

Unmanned Aircraft

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading and unloading".

This paragraph 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 ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This paragraph does not apply to:

(a) The use of another's advertising idea in your "advertisement"; or

(b) Infringing upon another's copyright, trade dress or slogan in your "advertisement".

(2) For purposes of this endorsement, the following is added to **SECTION V – DEFINITIONS**:

"Unmanned aircraft" means an aircraft that is not:

(a) Designed;

(b) Manufactured; or

(c) Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

B. The following is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions** and **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, **2. Exclusions**:

Nuclear Energy Liability

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(1) "Bodily injury" or "property damage":

(a) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

(i) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

(ii) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

(2) Under **COVERAGE C – MEDICAL PAYMENTS**, expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

(3) "Bodily injury" or "property damage" resulting from the "hazardous properties" of the "nuclear material"; if:

(a) The "nuclear material":

(i) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or

(ii) Has been discharged or dispersed therefrom;

(b) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(c) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

(4) As used in this exclusion:

(a) "By-product material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

(b) "Hazardous properties" include radioactive, toxic or explosive properties;

(c) "Nuclear facility" means:

(i) Any "nuclear reactor";

(ii) Any equipment or device designed or used for:

1) Separating the isotopes of uranium or plutonium;

2) Processing or utilizing "spent fuel"; or

3) Handling, processing or packaging "waste";

(iii) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(iv) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

(d) "Nuclear material" means "source material", "special nuclear material" or "by-product material";

(e) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

(f) "Property damage" includes all forms of radioactive contamination of property.

(g) "Source material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

(h) "Special nuclear material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

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(i) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

(j) "Waste" means any waste material:

(i) Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and

(ii) Resulting from the operation by any person or organization of any "nuclear facility" included under paragraphs **(i)** and **(ii)** of the definition of "nuclear facility".

C. Amended Exclusion With Coverage Extension

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, **2. Exclusions**, **g. Aircraft, Auto or Watercraft** is replaced by the following:

g. Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This paragraph **g.** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This paragraph **g.** does not apply to:

(a) A watercraft while ashore on premises you own or rent;

(b) A watercraft you do not own that is:

(i) Less than 51 feet long; and

(ii) Not being used to carry persons or property for a charge;

(c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned-aircraft") or watercraft; or

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or

(ii) The operation of any of the following machinery or equipment:

1) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

2) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or

(f) An aircraft (other than "unmanned aircraft") that is:

(i) Chartered by, loaned to, or hired by you with a paid crew; and

(ii) Not owned by any insured.

SECTION V – AMENDED DEFINITIONS

A. SECTION V – DEFINITIONS, **3.** "Bodily injury", **16.** "Products – completed operations hazard", and **17.** "Property damage" are replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

16. "Products – completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if

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your contract calls for work at more than one job site.

(c) When that part of the work done at the job site has been put to its intended use by any other person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

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STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

July 31, 2025

WA UBI No.	600 628 310
L&I Account ID	507,156-01
Legal Business Name	COPIERS NORTHWEST INC
Doing Business As	COPIERS NORTHWEST INC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 2 of Year 2025 "Greater than 100 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	No

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. **Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See RCW 51.12.050 and 51.16.190).

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: COPIERS NORTHWEST, INC.

Business name: COPIERS NORTHWEST INC

Entity type: Profit Corporation

UBI #: 600-628-310

Business ID: 001

Location ID: 0001

Location: Active

Location address: 615 S ALASKA ST
SEATTLE WA 98108-1728

Mailing address: 615 S ALASKA ST
SEATTLE WA 98108-1728

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Longview General Business - Non-Resident	062151			Active	Jun-30-2026	Jun-07-2012
Lynnwood General Business - Non-Resident	012945-07-2(			Active	Jun-30-2026	Jan-03-2019
Marysville General Business - Non-Resident	1200RET609			Active	Jun-30-2026	Oct-02-2009
Mercer Island General Business - Non-Resident	80482			Active	Jun-30-2026	Oct-09-2019
Minor Work Permit				Active	Jun-30-2026	Jun-28-2018
Mukilteo General Business - Non-Resident				Active	Jun-30-2026	Sep-28-2012

Page 2 of 3

Endorsements

Filter

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Pacific General Business - Non-Resident	2125			Active	Jun-30-2026	Oct-27-2021
Puyallup General Business - Non-Resident	2008026			Active	Jun-30-2026	Mar-12-2010
Redmond General Business - Non-Resident	RED09-00027			Active	Jun-30-2026	Oct-14-2009
Richland Retail & Wholesale Business	C18000			Active	Jun-30-2026	Sep-09-2009
Shelton General Business	8003990			Active	Jun-30-2026	Sep-12-2018
Snoqualmie General Business - Non-Resident				Active	Jun-30-2026	Sep-18-2023
Spokane General Business - Non-Resident	T12056119BL			Active	Jun-30-2026	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Jun-30-2026	Feb-20-2009

Owners and officers on file with the Department of Revenue

Owners and officers	Title

Owners and officers	Title
PETRIE, GREGG	
PETRIE, MARK	

Registered Trade Names

Registered trade names	Status	First issued
BLUZEBRA TECHNOLOGIES	Active	Apr-19-2012
WATERSMART COOLERS	Active	Mar-31-2008

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 10/30/2025 3:31:12 PM

Con t us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/23/2026

Committee Agenda type: Consent

Council Meeting Date: 03/16/2026

Date Rec'd	2/16/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	FLEET SERVICES	**Bid #**	
Contact Name/Phone	RICK GIDDINGS 509-625-7706	**Requisition #**	RE20905
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5100 - PURCHASE OF FORD F350 FOR STREET DEPARTMENT		

Agenda Wording

Fleet Services would like to purchase 1 Ford F350 Diesel pickup for the Street Department.

Summary (Background)

Streets would like to purchase 1 Ford F350 Diesel pickup from Bud Clary to replace an older unit that has exceeded its economic lifecycle. Unit will be equipped with an Arrow Board and other equipment for its use as a Foreperson Pickup. Total cost including sales tax is $65,685.62

What impacts would the proposal have on historically excluded communities?

NA

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

NA

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Lifecycle cost data is collected by Fleet Services for future analysis.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Aligns with City CIP and Centralized Fleet Management Policy.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 65,685.62
Current Year Cost	$ 65,685.62
Subsequent Year(s) Cost	$ 0

Narrative

Will be purchased using a Washington DES Contract following all City competitive purchasing rules.

Amount		Budget Account
Expense	$ 65,685.62	# 5110-71700-94440-56404-55023
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

Is this funding source sustainable for future years, months, etc?

Yes

Expense Occurrence	One-Time

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		Additional Approvals	
Dept Head	RUSSELL, ADAM T.	PURCHASING	WAHL, CONNIE
Division Director	STRATTON, JESSICA		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

rgiddings@spokanecity.org	Tprince@spokanecity.org
atrussell@spokanecity.org	fleetservicesaccounting@spokanecity.org

From: NOREPLY@des.wa.gov
To: Giddings, Richard
Cc: descarssystem@des.wa.gov
Subject: Vehicle Quote - 2026-2-46 - SPOKANE, CITY OF - 23210
Date: Tuesday, February 3, 2026 12:46:53 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2026-2-46 Create Purchase Request View organization purchase requests

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 28423
Dealer: Bud Clary Ford (W403)
Dealer Contact: Kathleen Brennan
Dealer Phone: (360) 423-4321 Ext: 10943

Organization Information

Organization: SPOKANE, CITY OF - 23210
Email: RGIDDINGS@SPOKANECITY.ORG
Quote Notes: Streets F350
Vehicle Location: SPOKANE CITY

Color Options & Qty

Oxford White (Z1) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2026-08011-0001	2026 Ford F-350 4WD	1	$46,130.00	$46,130.00
2026-08011-0002	INFORMATION ONLY: Vehicle sales tax is 8.6%.	1	$0.00	$0.00
2026-08011-0003	INFORMATION ONLY: Bud Clary Ford Hyundai (Clary Longview, LLC) - DES Vendor #W403, State Vendor Payee #SWV0271256	1	$0.00	$0.00
2026-08011-0004	INFORMATION ONLY: NEW FOR CONTRACT #28423: Delivery location must be selected, see option #0202. Standard equipment includes TWO keys. For additional keys, see option #0210.	1	$0.00	$0.00
2026-08011-0005	INFORMATION ONLY: Ford Motor Company is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2027 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 27MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	1	$0.00	$0.00

2026-08011-0006	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. 2% cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. 10% cancellation fee if vehicle has been serialized and has specialized equipment ordered. Custom bodies cannot be cancelled. 2WD and 4x2 vehicles cannot be cancelled. Absolutely NO cancellation if customer has licensed/registered vehicle.	1	$0.00	$0.00
2026-08011-0007	INFORMATION ONLY: Chassis Upfits (service bodies, flatbeds, dump bodies, cranes, snow plows, liftgates, lighting, etc.) are available and will be installed prior to vehicle delivery. To view, at bottom of page, check the box to the right of DISPLAY UPFIT OPTIONS.	1	$0.00	$0.00
2026-08011-0010	2026 Ford F350 Pickup, Regular Cab, 4WD, 142WB, 8ft Box, 6.8L V8 Gas, TorqShift-G 10-Speed Automatic Transmission with Select Drive Modes, 10,900# GVWR, 3.73 RAR #X37, LT275/65Rx18E BSW All-Season Tires #TCH (F3B/610A/99A/44F/142WB) -- This is the BASE Vehicle, please refer to Vehicle Standard Specifications for complete description.	1	$0.00	$0.00
2026-08011-0026	6.7L 4-Valve OHV Power Stroke V8 Turbo Diesel B20 [Manual push-button engine-exhaust braking, TorqShift 10-Speed Automatic w/ Selectable Drive Modes, Operator Commanded Regeneration (OCR), 190-Amp Alternator, Dual 750CCA Batteries #86M, 3.31 RAR #X31] [DRW w/ 4.10 RAR also includes 3in Hitch receiver in lieu of 2.5in] [GVWR: (Reg 142WB 11499#) (Ext 148WB 11000#, 164WB 11300#) (Crew 160WB 11200#, Crew 176WB 11499#) [Diesel Fuel Tank: 142WB = 29 gallons, 160WB/164WB = 34 gallons, 176WB = 48 gallons] (99T/44G)	1	$10,776.00	$10,776.00
2026-08011-0029	CNG/Propane Gaseous Engine Prep Package [Includes hardened engine intake valves and valve seats; Bi-fuel manifold] (Ford does not provide an exhaust or evaporative emissions certificate w/ this option when converted to use CNG or Propane fuel) (Only available w/ 6.8L Gas Engine #99A) (Requires base XL trim, not compatible with XLT) (98F)	1	$309.00	$309.00
2026-08011-0032	Engine Block Heater (41H)	1	$187.00	$187.00
2026-08011-0041	Snowplow/Camper Package (4x4 Only) [Includes contents of Snow Plow Prep Package #473 and Camper Package #471: Computer selected springs for snowplow application; 190-Amp Alternator #67D w/ Gas; 410-Amp Dual Alternators #67B w/ Diesel; Rear auxiliary springs; Rear stabilizer bar; Slide-in camper certification; Tailgate Delete Cap Kit] (Not compatible with Heavy Service Front Suspension Packages #67H or #63R, Pickup Box Delete #66D) (Ford recommends also ordering dual batteries for maximum compatibility) (47B)	1	$299.00	$299.00
2026-08011-0046	Trailer Brake Controller, including Smart Trailer Tow Connector (included with XLT) (52B)	1	$294.00	$294.00
2026-08011-0061	Wheel Well Liner, Front (61L)	1	$177.00	$177.00
2026-08011-0062	Wheel Well Liner, Rear (Not available w/ Dual Rear Wheels DRW) (61M)	1	$177.00	$177.00
2026-08011-0063	Platform Running Boards (Regular Cab) (18B)	1	$314.00	$314.00
2026-08011-0070	Upfitter Switches (6) (located in overhead console) [Includes 190-amp (gas)/250-amp (diesel) upgraded alternator #67D] (GAS engines: May also order upgraded alternator #67E unless Pro Power is selected) (DIESEL engines: May also order upgraded alternator #67B unless Pro Power is selected) (66S)	1	$226.00	$226.00

2026-08011-0081	360-Degree Dual Beacon LED Warning Strobes (Amber-White) (roof-mounted in front of the CHMSL) (91G)	1	$647.00	$647.00
2026-08011-0205	Delivery to customer location in Eastern Washington. (DLR)	1	$450.00	$450.00
2026-08011-0230	Flare Kit, 3-piece triangle with storage box, for roadside emergency use (DLR)	1	$76.00	$76.00
2026-08011-0231	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	1	$52.00	$52.00
2026-08011-0232	Mud Flaps, Front (DLR)	1	$109.00	$109.00
2026-08011-0233	Mud Flaps, Rear (DLR)	1	$109.00	$109.00
2026-08011-0235	Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	1	$152.00	$152.00

Catalytic Converter Marking

Our organization declines catalytic converter marking

Quote Totals

Total Vehicles:	1
Sub Total:	$60,484.00
8.6 % Sales Tax:	$5,201.62
Quote Total:	$65,685.62

Taxes & Licenses Department
808 W Spokane Falls Blvd
Spokane WA 99201-3336
509-625-6070
taxesandlicenses@spokanecity.org

Business License Exemption Request Form

SMC 8.01.070 states that no person may engage in business in the City or "with the City" without first having obtained a Washington State business license with City of Spokane endorsement.

Spokane Municipal Code allows for business license exemption for certain limited activities. If you think your business is exempt, please fill out this form, sign and submit it to the Taxes and License department. Submissions can be accepted via email or physical mail to the contact information identified above.

Select the exemption(s) that apply:

- ☐ Public Rule 0860-24-01 – rule 3 – insurers and insurance agents, excluding other title insurers.
- ☐ Public Rule 0860-24-01 – rule 10, & SMC 08.01.090 E – exemption for farmers & gardeners.
- ☐ SMC 08.01.090 – A – presenters at convention or trade show with limited entry.
- ☐ SMC 08.01.090 – C – persons or entities operating at locations managed by an airport board.
- ☐ SMC 08.01.090 – D – where preempted by Federal or state constitution or laws.
- ☐ SMC 08.01.090 – F – School groups conducting occasional sale from a temporary location.
- ☐ SMC 08.01.090 – G – The business does not have contracts with the City in any calendar year with an accumulated value exceeding $12,000. Value of current contract is _____
- ■ SMC 08.01.195 – D – seller outside of the City delivering goods by means of common carrier

CERTIFICATION OF BUSINESS ACTIVITIES

I, Kathleen Brennan hereby do certify to the City of Spokane that the business I represent, known as Clary Longview LLC does not conduct nor solicit business activities within the City of Spokane, except for the business activities under the above identified exemptions.

Kathleen Brennan	Government Contracts Manager
Signature	Title
kathleen.brennan@budclary.com	360-423-4321
email	phone
700 7th Avenue	Longview, WA 98632
Address	City, State, Zip
Date: 10/22/25	UBI#604671883 (Washington State, if available)

For Internal Use only: Approved: ☑ Rejected ☐

If rejected provide reason:

Reviewed By: _____ Date: 10/27/25

Rev May 2025

Approved: Matt Boston
Approved as to form: Elizabeth Schoedel, Asst. City Attorney

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/23/2026

Committee Agenda type: Consent

Council Meeting Date: 03/16/2026

Date Rec'd	2/16/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	FLEET SERVICES	**Bid #**	
Contact Name/Phone	RICK GIDDINGS 509-625-7706	**Requisition #**	RE20904
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5100 - PURCHASE OF BEV TOYOTA BZ FOR STREET DEPARTMENT		

Agenda Wording

Fleet Services would like to purchase 2 Toyota BZ Battery Electric vehicles from Bud Clary for the Street Department.

Summary (Background)

The Street Department is requesting 2 new electric Toyota BZ vehicles to replace older units that have exceeded their economic lifecycle. Vehicles will be purchased from Bud Clary using a Washington State DES contract. Total cost for both vehicles including sales tax is $76,765.

What impacts would the proposal have on historically excluded communities?

NA

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

NA

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Data is collected by Fleet Services for future analysis.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Aligns with City Centralized Fleet Management Policy and CIP.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 76,765
Current Year Cost	$ 76,765
Subsequent Year(s) Cost	$ 0

Narrative

Vehicles will be purchased using a cooperative DES contract following all City competitive purchasing rules. Fuel and maintenance costs will be significantly less expensive than comparable ICE units.

Amount		Budget Account
Expense	$ 76,765	# 5110-71700-94440-56404-55015
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

Is this funding source sustainable for future years, months, etc?

Yes

Expense Occurrence	One-Time

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		Additional Approvals	
Dept Head	RUSSELL, ADAM T.	PURCHASING	WAHL, CONNIE
Division Director	STRATTON, JESSICA		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

rgiddings@spokanecity.org	Tprince@spokanecity.org
atrussell@spokanecity.org	fleetservicesaccounting@spokanecity.org

From: NOREPLY@des.wa.gov
To: Giddings, Richard
Cc: descarssystem@des.wa.gov
Subject: Vehicle Quote - 2026-2-44 - SPOKANE, CITY OF - 23210
Date: Tuesday, February 3, 2026 12:33:47 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2026-2-44 Create Purchase Request View organization purchase requests

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #:	28423		
Dealer:	Bud Clary Toyota of Yakima (W6870)	Dealer Contact:	Kathleen Brennan
	2230 Longfibre Road	Dealer Phone:	(360) 423-4321
	Union Gap Wa 98903	Dealer Email:	toyota.orders@budclary.com

Organization Information

Organization:	SPOKANE, CITY OF - 23210
Email:	RGIDDINGS@SPOKANECITY.ORG
Quote Notes:	Street Department Toyota BZs
Vehicle Location:	SPOKANE CITY

Color Options & Qty

EXTRA COST - Wind Chill Pearl - 2

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2026-03091-0001	2026 Toyota BZ (BEV)	2	$30,014.00	$60,028.00
2026-03091-0002	INFORMATION ONLY: Vehicle Sales Tax is 8.6%	2	$0.00	$0.00
2026-03091-0003	INFORMATION ONLY: Bud Clary Toyota of Yakima (Clary Union Gap, LLC) - DES Vendor #W6870	2	$0.00	$0.00
2026-03091-0004	INFORMATION ONLY: NEW FOR CONTRACT #28423: Delivery location must be selected, see option #0200. Standard Equipment includes TWO keys. For additional keys, see option #0210.	2	$0.00	$0.00
2026-03091-0005	INFORMATION ONLY: Toyota is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Toyota might not be able to provide price protection for vehicles that will need to be re-ordered as a 2026 model year. If Toyota is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 26MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	2	$0.00	$0.00

2026-03091-0006	INFORMATION ONLY: Bud Clary Toyota of Yakima CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. 2% cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. 10% cancellation fee if vehicle has been serialized and has specialized equipment ordered. Absolutely NO cancellation if customer has licensed/registered vehicle.	2	$0.00	$0.00
2026-03091-0010	2026 Toyota BZ, XLE Trim Level, Front-Wheel Drive (FWD), Battery Electric Vehicle (BEV), 5-passenger SUV. Lithium ion battery; 57.7 kWh, 288.6V; Single electric motor, Estimated Range: 236 miles. (2873) THIS IS THE BASE VEHICLE -- Please review Vehicle Standard Specs for complete description.	2	$0.00	$0.00
2026-03091-0012	XLE TRIM - All-Wheel Drive (AWD) [Includes Dual electric motors; 74.7kWh battery capacity, 391V; 388 (front 224/rear 118) hp, 198/125 (front/rear) lb-ft torque; X-MODE drive mode with Snow/Dirt, Deep Snow/Mud and Grip Control Modes; Downhill Assist Control (DAC); (1) 12V120W auxiliary power outlet in bottom storage tray; Dual-zone automatic climate control with rear seat vents; Estimated Range: 288 miles] (2872)	2	$4,300.00	$8,600.00
2026-03091-0027	All weather floor liners and cargo tray (2T)	2	$333.00	$666.00
2026-03091-0030	First Aid Kit (Includes sting pads, bandages, stretch bandage, steel scissors, all in a flame retardant zipper case) (3Z)	2	$30.00	$60.00
2026-03091-0050	EXTRA COST PAINT: Wind Chill Pearl	2	$466.00	$932.00
2026-03091-0202	Delivery to customer in Eastern Washington (DLR)	2	$200.00	$400.00
2026-03091-0210	INFORMATION ONLY: Standard equipment includes TWO keys.	2	$0.00	$0.00

Catalytic Converter Marking

Our organization declines catalytic converter marking

Quote Totals

Total Vehicles:	2
Sub Total:	$70,686.00
8.6 % Sales Tax:	$6,079.00
Quote Total:	$76,765.00

Taxes & Licenses Department
808 W Spokane Falls Blvd
Spokane WA 99201-3336
509-625-6070
taxesandlicenses@spokanecity.org

Business License Exemption Request Form

SMC 8.01.070 states that no person may engage in business in the City or "with the City" without first having obtained a Washington State business license with City of Spokane endorsement.

Spokane Municipal Code allows for business license exemption for certain limited activities. If you think your business is exempt, please fill out this form, sign and submit it to the Taxes and License department. Submissions can be accepted via email or physical mail to the contact information identified above.

Select the exemption(s) that apply:

- ☐ Public Rule 0860-24-01 – rule 3 – insurers and insurance agents, excluding other title insurers.
- ☐ Public Rule 0860-24-01 – rule 10, & SMC 08.01.090 E – exemption for farmers & gardeners.
- ☐ SMC 08.01.090 – A – presenters at convention or trade show with limited entry.
- ☐ SMC 08.01.090 – C – persons or entities operating at locations managed by an airport board.
- ☐ SMC 08.01.090 – D – where preempted by Federal or state constitution or laws.
- ☐ SMC 08.01.090 – F – School groups conducting occasional sale from a temporary location.
- ☐ SMC 08.01.090 – G – The business does not have contracts with the City in any calendar year with an accumulated value exceeding $12,000. Value of current contract is _____
- ■ SMC 08.01.195 – D – seller outside of the City delivering goods by means of common carrier

CERTIFICATION OF BUSINESS ACTIVITIES

I, Kathleen Brennan hereby do certify to the City of Spokane that the business I represent, known as Clary Longview LLC does not conduct nor solicit business activities within the City of Spokane, except for the business activities under the above identified exemptions.

Kathleen Brennan	Government Contracts Manager
Signature	Title
kathleen.brennan@budclary.com	360-423-4321
email	phone
700 7th Avenue	Longview, WA 98632
Address	City, State, Zip
Date: 10/22/25	UBI#604671883 (Washington State, if available)

For Internal Use only: Approved: ☑ Rejected ☐

If rejected provide reason:

Reviewed By: _____ Date: 10/27/25

Rev May 2025

Approved: Matt Boston
Approved as to form: Elizabeth Schoedel, Asst. City Attorney

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/23/2026

Committee Agenda type: Consent

Council Meeting Date: 03/16/2026

Date Rec'd	2/16/2026		
Clerk's File #	OPR 2025-0153		
Cross Ref #			
Project #			
Submitting Dept	INFORMATION TECHNOLOGY	**Bid #**	
Contact Name/Phone	PEGGY LUND X6954	**Requisition #**	
Contact E-Mail	KLUND@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	AZTECA CITYWORKS ANNUAL SUPPORT		

Agenda Wording

Contract with Azteca for continued annual support and maintenance of CityWorks Asset Maintenance Management System. Contract term 4/1/26 - 3/31/27, for a total amount of $142,178.40 plus tax.

Summary (Background)

CityWorks by Azteca is a powerful, flexible and affordable GIS-Centric Asset Maintenance management System. CityWorks is currently utilized by the City's Water, Streets and Parks departments. The 2026 contract amount is $142,178.40 plus sales tax.

What impacts would the proposal have on historically excluded communities?

Not applicable – annual software maintenance

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Not applicable – annual software maintenance

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Not applicable – annual software maintenance

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our Azteca's Cityworks Asset Management System contract.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 142,178.40
Current Year Cost	**$** 142,178.40
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 142,178.40	**#** 5300-73300-18850-54820
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	MARTINEZ, LAZ		
Division Director			
Accounting Manager	BAIRD, CHRISTI		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Carlos Abaunza; carlos_abaunza@trimble.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

City Clerk's No. OPR 2025-0153

CITY OF SPOKANE

CONTRACT RENEWAL 1 of 4

Title: ANNUAL SOFTWARE SUPPORT AND UPDATES FOR CITYWORKS SYSTEM

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **AZTECA SYSTEMS, LLC.,** whose address is 11075 South State Street, Suite 24, Sandy Utah 84070, as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provided Annual Cityworks Software, Updates and Support, which enables Public Works and Utilities to inventory assets, issue and track service requests and work orders, as well as manage overall customer needs to the City;

WHEREAS, the initial contract provided for four (4) additional one (1) year renewals, with this being the first of those renewals.

WHEREAS, the original Contract insurance requirements have been updated since the thus the original Contract was executed, the Company has provided "Technology E&O/Cyber Insurance with a combined single limit of not less than $5,000,000 each claim, incident, or occurrence" with this renewal.

NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.
The original Contract, dated April 23, 2018 under OPR #2016-0235 and renewal dated March 28, 2025 under OPR #2025-0153, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein. Company Quote No. Q-43084-1 is attached and incorporated into the agreement in its entirety.

2. EFFECTIVE DATE.
This Contract Renewal shall become effective on April 1, 2026, and shall end March 31, 2027.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **ONE HUNDRED FORTY-TWO THOUSAND ONE HUNDRED SEVENTY-EIGHT AND 40/100 DOLLARS** (**$142,178.40**), plus sales tax, in accordance with Company's Quote Number #Q-43084-1, dated January 9, 2026, for everything furnished and done under this Contract Renewal. This is the maximum amount to be

paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.
The Company has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Renewal by having legally-binding representatives affix their signatures below.

AZTECA SYSTEM, LLC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Certification Regarding Debarment
Attachment B - Company's Quote Number #Q-43084-1, dated January 9, 2026

26-029b

ATTACHMENT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

   Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print) Title of Certifying Official (Type or Print)	Signature Date (Type or Print)

ATTACHMENT B

Azteca Systems, LLC - Cityworks
5475 Kellenburger Road
Dayton, OH 45424

Quote Number Q-43084-1
Created Date 1/9/2026

Contact Information

Contact Name:	Peggy Lund	Prepared By Name:	Kristi Ross
Customer:	Spokane (WA), City of	Prepared By Phone:	(916) 294-2234
Contact Address:	808 W Spokane Falls Blvd Spokane, WA 99201	Prepared By Email:	kristi_ross@trimble.com

Quote Lines

Product Name	Quantity	Net Unit Price
AMS ELA Standard	1.00	USD 120,393.00
Respond - AMS	1.00	USD 0.00
Mobile Native Apps (iOS/Android) - AMS	1.00	USD 0.00
Storeroom	1.00	USD 0.00
Equipment Checkout	1.00	USD 0.00
Contracts	1.00	USD 0.00
Cityworks for Excel	1.00	USD 0.00
Cityworks Analytics - AMS	1.00	USD 0.00
eURL - AMS	1.00	USD 0.00
Workload - AMS	1.00	USD 0.00
Web Hooks - AMS	1.00	USD 0.00
CCTV Interface for PACP	1.00	USD 0.00
Pavement Management	1.00	USD 0.00
OpX Projects	1.00	USD 0.00
Work Order API Extended License	1.00	USD 21,785.40
	TOTAL:	USD 142,178.40

Maintenance Start Date: 4/1/2026 **Maintenance End Date:** 3/31/2027

Quote Notes:

DISCLAIMER. PLEASE BE ADVISED THAT THE PRODUCTS ASSOCIATED WITH THIS QUOTE MAY NO LONGER BE SUBJECT TO ENHANCEMENTS OR MAINTENANCE. WE URGE YOU TO CONSULT THE COMMUNICATION SENT OUT CONCERNING UPDATES TO CITYWORKS SOFTWARE SUPPORT & YOUR PATH FORWARD AND SUNSETTING. THE PRICE INDICATED HEREIN SHALL CONSTITUTE THE RENEWAL RATE OFFERED UNDER YOUR CURRENT AGREEMENT AS AMENDED BY THIS COMMUNICATION. A COPY OF THE COMMUNICATION CAN BE PROVIDED TO YOU UPON REQUEST. YOU ARE URGED TO REVIEW THIS QUOTE THOROUGHLY AND

ASSESS ANY NECESSARY ADJUSTMENTS TO YOUR SUBSCRIPTION. SHOULD THERE BE ANY INQUIRIES OR A NEED FOR FURTHER ASSISTANCE, PLEASE CONTACT US PROMPTLY. WE APPRECIATE YOUR UNDERSTANDING AND CONTINUED PARTNERSHIP.

Terms and Conditions

Payment Terms
Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For “on-prem” installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure
(hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a “public access” or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing
All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed “Cityworks Software License and Maintenance Agreement” ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes
Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers
These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

_____
Accepted by:

_____
Title

_____/_____/_____
Date

License Information:

New search Back to results

Entity name: AZTECA SYSTEMS, LLC

Business name: AZTECA SYSTEMS, LLC

Entity type: Limited Liability Company

UBI #: 604-060-266

Business ID: 001

Location ID: 0001

Location: Active

Location address:
11075 S STATE ST
STE 24
SANDY UT 84070-5128

Mailing address:
11075 S STATE ST
STE 24
SANDY UT 84070-5128

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance d
Bellingham General Business	063840			Active		Aug-13-2018
Burien General Business - Non-Resident	12399			Active	Dec-31-2026	Feb-07-2017
Spokane General Business - Non-Resident				Active	Dec-31-2026	Jul-02-2018

Owners and officers on file with the Department of Revenue

Owners and officers	Title
AZTECA SYSTEMS MIDCO, LLC	

Registered Trade Names

Registered trade names	Status	First issued
CITYWORKS	Active	Jan-18-2023

The Business Lookup information is updated nightly. Search date and time: 12/22/2025 12:58:29 PM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH RISK & INSURANCE SERVICES
FOUR EMBARCADERO CENTER, SUITE 1100
CALIFORNIA LICENSE NO. 0437153
SAN FRANCISCO, CA 94111

CN102488216-STND-GAWUE-25- Azteca

INSURED
Trimble Inc.
Azteca Systems, LLC
11075 South State #24
Sandy, UT 84070

CONTACT NAME: Petronella Massey
PHONE (A/C, No, Ext): 408 467 5614 **FAX (A/C, No):** 408 467 5699
E-MAIL ADDRESS: petronella.massey@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : American Casualty Company of Reading, PA	20427
INSURER C : Syndicate 3623 at Lloyd's	15792
INSURER D : Continental Insurance Company	35289
INSURER E : Transportation Insurance Co	20494
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** SEA-003701804-20 **REVISION NUMBER:** 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			3532-35-40	12/01/2025	12/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 1,000,000 10,000 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			7325-70-20	12/01/2025	12/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) COMP/COLL DED	$ $ $ $ $	1,000,000 1,000,000 1,000,000 1,000,000 1,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			7972-47-19	12/01/2025	12/01/2026	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
B D E E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 7 11636746 (AOS); Ded: $250k WC 7 11636763 (CA) WC 7 11892854 (RETRO) GAP 7011892868 (STOP GAP)	12/01/2025 12/01/2025 12/01/2025 12/01/2025	12/01/2026 12/01/2026 12/01/2026 12/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
C	Technology Errors & Omissions			D101C7252001	12/01/2025	12/01/2026	Limit Retention		5,000,000 2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Spokane is additional insured with respect to general liability and auto liability as required by written contract. General liability is primary and non-contributory as required by written contract. Waiver of subrogation as required by written contract.

CERTIFICATE HOLDER

City of Spokane
909 E. Sprague Avenue
Spokane, WA 99202

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 Risk & Insurance Services

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/23/2026

Committee Agenda type: Consent

Council Meeting Date: 03/16/2026

Date Rec'd	2/12/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	INFORMATION TECHNOLOGY	**Bid #**	
Contact Name/Phone	CYLAS X6494	**Requisition #**	VALUE BLANKET
Contact E-Mail	CENGELAND@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	STRUCTURED COMMUNICATIONS VALUE BLANKET		

Agenda Wording

Value Blanket with Structured Communications Systems, Inc. (Clackamas, OR) for approval to purchase computer and storage hardware, software, licensing, and related services to support the IT Infrastructure program and related system upgrades without bringing each purchase over the City Purchase Limit of $50,000 to City Council for approval utilizing WA DES Contract No. 05116/ NASPO Master Contract No. AR2472; NCPA Contract 01-137; GSA GS-35F-0511T; GSA 47QSWA18D008F; from March 1, 2026, through February 28, 2028- not to exceed $1,500,000 plus tax.

Summary (Background)

Structured Communications Systems, Inc. is an authorized reseller of data computer, storage, and backup solutions used by City departments, including cloud-based secure data vault solutions designed for ransomware recovery and cyber resilience such as the Nutanix platform. The City of Spokane has used Structured as a value-added reseller (VAR) for over 10 years and relies on Structured for system upgrades, system replacements, and ongoing support through its local Spokane branch.

What impacts would the proposal have on historically excluded communities?

Not applicable – value blanket

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Not applicable – value blanket

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Not applicable – value blanket

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our value blanket with Structured.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 1,500,000
Current Year Cost	$ 750,000
Subsequent Year(s) Cost	$ 750,000

Narrative

This request is for ongoing software and hardware maintenance and support. It also provides the ability to replace, upgrade, and support critical IT infrastructure systems as needed to maintain system reliability, security, and performance.

Amount		Budget Account
Expense	$ 1,500,000	# Various Accounts
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		Additional Approvals	
Dept Head	MARTINEZ, LAZ	PURCHASING	WAHL, CONNIE
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

Resolution No. 2026-0017

RESOLUTION RE SETTLEMENT
OF CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, a claim for damages was filed with the City of Spokane by Sierra Athos ("Claimant") on October 3, 2025, arising out of an incident on or about April 27, 2023, in the City of Spokane, as more fully described in her claim for damages; and

WHEREAS, the City of Spokane has determined to resolve all claims with Claimant, and any third-parties who may claim a subrogated interest against the City, its officers, agents, employees, and contractors, for a payment of FOUR HUNDRED TWENTY FIVE THOUSAND AND 00/100 DOLLARS ($425,000.00).

WHEREAS, Claimant has agreed to accept said payment and in return to release any and all claims against the City of Spokane.

NOW, THEREFORE, be it resolved by the City Council of the City of Spokane:

The City of Spokane authorizes that payment in the amount of FOUR HUNDRED TWENTY FIVE THOUSAND AND 00/100 DOLLARS ($425,000.00), to be paid to Claimant, without admission of fault or liability, as a full settlement and compromise of the above-referenced litigation, and/or claim, and in exchange the Claimant will provide a signed release fully extinguishing all claims by Claimant in connection with the incident and pledging to fully protect and indemnify the City of Spokane, their officers, agents, employees, contractors, and insurers, against all loss or liability in connection with said claim for damages or other relief.

ADOPTED the City Council this _____ day of _____, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 02/19/2026

Committee Agenda type: Consent

Council Meeting Date: 03/09/2026

Date Rec'd	2/4/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	PLANNING & ECONOMIC	**Bid #**	
Contact Name/Phone	AMANDA BECK 6414	**Requisition #**	
Contact E-Mail	ABECK@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	MFTE CONDITIONAL AGREEMENT FOR 2114 W FALLS AVE		

Agenda Wording

Conditional Multifamily Tax Exemption contract with David and Tamala Tucker, for the property located at 2114 W Falls Ave, to create 12 dwelling units. Following construction the project intends to finalize under the 8yr exemption.

Summary (Background)

RCW 84.14 authorizes the New and Rehabilitated Multiple-Unit Dwellings in Urban Centers incentive, known as Multifamily Tax Exemption (MFTE) Program, to certify qualified properties for this residential property tax exemption. The City adopted this incentive in 2007 and SMC 08.15 outlines Spokane's MFTE Program and project eligibility requirements. Staff has determined that the Falls Ave Multifamily application meets the project eligibility requirements outlined in SMC 08.15.040, and is located in an adopted Residential Target Areas identified in SMC 08.15.030. The application proposes to create 12 residential units on the property at 2114 W Falls Ave, within the West Central neighborhood (District 3). The property is zoned R1, and the proposed use is allowed. Once the project is constructed, the applicant intends to finalize as an 8-year Market Rate Exemption. This Conditional Agreement authorizes the City to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

What impacts would the proposal have on historically excluded communities?

The goal of the MFTE Program is to stimulate the construction of new multifamily housing and the rehabilitation of existing vacant or underutilized buildings, as well as increase the supply of mixed-income housing opportunities. Data on demographic metrics such as race, ethnicity, gender orientation, age, or religious affiliation are not tracked by this program, but the program specifically supports housing creation for residents whose income is between 80-115% Area Median Income.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

The Department of Commerce conducts annual audits of all jurisdictions with MFTE programs. The City collects annual reports for each property. Projects that finalized under the 8-year exemption do not require income and rent restriction, but staff collect mandatory annual reports on the continued residential use of the project. Annual reporting ensures projects maintain permanent residential units, as directly contrasted with short-term rentals that are for 30 days or less, through the length of the exemption to meet the public benefit of creating more permanent residential housing units.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Excluding external factors such as raw land costs and current financing rates, staff monitor program efficiency through annual reporting compliance, the number of conditional and then finaled projects, and the need detailed by developers for such an incentive to make workforce housing projects financially feasible. Some of these metrics include the number of projects granted a final certificate, the total number of units created and the percentage of affordable units, as well as the type and size of units being constructed.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Comprehensive Plan Policies: LU 1.4 Higher Density Residential Uses LU 3.5 Mix of Uses in Centers LU 4.2 Land Uses That Support Travel Options and Active Transportation LU 4.6 Transit-Supported Development H 1.9 Mixed-Income Housing H 1.4 Use of Existing Infrastructure H 1.10 Lower-Income Housing Development Incentives H 1.11 Access to Transportation H 1.18 Distribution of Housing Options ED 2.4 Mixed-Use ED 7.4 Tax Incentives for Land Improvement

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Once finalized, the Spokane County Assessor will defer collection of the residential property tax portion for the duration of the exemption, after which the new residential construction value will be added to the tax rolls.

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	GARDNER, SPENCER		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
David and Tamala Tucker;	smacdonald@spokanecity.org
sgardner@spokanecity.org	abeck@spokanecity.org
eking@spokanecity.org	

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/23/2026

Committee Agenda type: Consent

Council Meeting Date: 03/16/2026

Date Rec'd	2/4/2026		
Clerk's File #	OPR 2026-0134		
Cross Ref #			
Project #			
Submitting Dept	PLANNING & ECONOMIC	**Bid #**	
Contact Name/Phone	AMANDA BECK 6414	**Requisition #**	
Contact E-Mail	ABECK@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	MFTE CONDITIONAL AGREEMENT FOR 2114 W FALLS AVE		

Agenda Wording

Conditional Multifamily Tax Exemption contract with David and Tamala Tucker, for the property located at 2114 W Falls Ave, to create 12 dwelling units. Following construction the project intends to finalize under the 8yr exemption.

Summary (Background)

RCW 84.14 authorizes the New and Rehabilitated Multiple-Unit Dwellings in Urban Centers incentive, known as Multifamily Tax Exemption (MFTE) Program, to certify qualified properties for this residential property tax exemption. The City adopted this incentive in 2007 and SMC 08.15 outlines Spokane's MFTE Program and project eligibility requirements. Staff has determined that the Falls Ave Multifamily application meets the project eligibility requirements outlined in SMC 08.15.040, and is located in an adopted Residential Target Areas identified in SMC 08.15.030. The application proposes to create 12 residential units on the property at 2114 W Falls Ave, within the West Central neighborhood (District 3). The property is zoned R1, and the proposed use is allowed. Once the project is constructed, the applicant intends to finalize as an 8-year Market Rate Exemption. This Conditional Agreement authorizes the City to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

What impacts would the proposal have on historically excluded communities?

The goal of the MFTE Program is to stimulate the construction of new multifamily housing and the rehabilitation of existing vacant or underutilized buildings, as well as increase the supply of mixed-income housing opportunities. Data on demographic metrics such as race, ethnicity, gender orientation, age, or religious affiliation are not tracked by this program, but the program specifically supports housing creation for residents whose income is between 80-115% Area Median Income.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

The Department of Commerce conducts annual audits of all jurisdictions with MFTE programs. The City collects annual reports for each property. Projects that finalized under the 8-year exemption do not require income and rent restriction, but staff collect mandatory annual reports on the continued residential use of the project. Annual reporting ensures projects maintain permanent residential units, as directly contrasted with short-term rentals that are for 30 days or less, through the length of the exemption to meet the public benefit of creating more permanent residential housing units.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Excluding external factors such as raw land costs and current financing rates, staff monitor program efficiency through annual reporting compliance, the number of conditional and then finaled projects, and the need detailed by developers for such an incentive to make workforce housing projects financially feasible. Some of these metrics include the number of projects granted a final certificate, the total number of units created and the percentage of affordable units, as well as the type and size of units being constructed.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Comprehensive Plan Policies: LU 1.4 Higher Density Residential Uses LU 3.5 Mix of Uses in Centers LU 4.2 Land Uses That Support Travel Options and Active Transportation LU 4.6 Transit-Supported Development H 1.9 Mixed-Income Housing H 1.4 Use of Existing Infrastructure H 1.10 Lower-Income Housing Development Incentives H 1.11 Access to Transportation H 1.18 Distribution of Housing Options ED 2.4 Mixed-Use ED 7.4 Tax Incentives for Land Improvement

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Once finalized, the Spokane County Assessor will defer collection of the residential property tax portion for the duration of the exemption, after which the new residential construction value will be added to the tax rolls.

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	GARDNER, SPENCER		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
David and Tamala Tucker;	smacdonald@spokanecity.org
sgardner@spokanecity.org	abeck@spokanecity.org
eking@spokanecity.org	

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION CONDITIONAL AGREEMENT
OPR 2026-0134

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and David R and Tamala D Tucker, as “Owner/Taxpayer” whose business address is PO BOX 48282, SPOKANE, WA, 99228.

W I T N E S S E T H:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete conditional application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

NETTLETONS 1ST SUB B25 ADD: LTS 14-15 BLK 25.

Assessor’s Parcel Number(s) 25133.1510, commonly known as 2114 W Falls Ave.

WHEREAS, this property is located in the Spokane Targeted Investment Area and is eligible to seek a Final Certificate of Tax Exemption post construction under the Eight year exemption - No income and rent restrictions as defined in SMC 08.15.090.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption;

NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a) The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately **12** new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

(a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year, if applicable;

(b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;

(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and

moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The units subject to this agreement, including any owner-occupied units, shall be used and occupied only for multifamily permanent residential occupancy and use. No unit shall operate as transient lodging. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

11. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

12. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

13. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

14. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this

Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

15. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

17. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2026

CITY OF SPOKANE

By: _____

City Administrator, Alex Scott

David Tucker, Tamala Tucker

_____

_____

Owner/Taxpayer

Attest:

_____

City Clerk

Approved as to form:

_____

City Attorney

Agenda Sheet for City Council:

Committee: PIES **Date:** 02/09/2026

Committee Agenda type: Consent

Council Meeting Date: 03/02/2026

Date Rec'd	2/4/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	STREETS	**Bid #**	
Contact Name/Phone	CLINT HARRIS 625-7744	**Requisition #**	
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	MASTER VALUE BLANKET FOR COLD MIX - INLAND		

Agenda Wording

The Street Department is seeking approval for a Master Value Blanket for the purchase of cold mix bulk by the ton (open container non bagged) as needed over a 5-year period. The 5-year expenditure would not exceed $1,750,000 (including tax).

Summary (Background)

This Master Value Blanket, awarded via bid (ITB 6441-25) to Inland Asphalt Company, Lakeside Industries, Inc., and Shamrock Paving, will be for a 5-year period 4/1/26-3/31/31. The cold mix asphalt is used by the Street Department when hot mix asphalt is not available.

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 1,750,000
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 1,750,000	**#** VARIOUS
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	HARRIS, CLINT E.		
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Jamie Tibbits jamie.tibbits@inlandnw.com	ceharris@spokanecity.org
jwthomas@spokanecity.org	kaiumu@spokanecity.org
streetaccounting@spokanecity.org	rrinderle@spokanecity.org

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 02/19/2026

Committee Agenda type: Consent

Council Meeting Date: 03/09/2026

Date Rec'd	2/4/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	STREETS	**Bid #**	
Contact Name/Phone	CLINT HARRIS 625-7744	**Requisition #**	
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	MASTER VALUE BLANKET FOR COLD MIX - INLAND		

Agenda Wording

The Street Department is seeking approval for a Master Value Blanket with three companies for the purchase of cold mix bulk by the ton (open container non bagged) as needed over a 5-year period. The 5-year expenditure would not exceed $400,000 (including tax).

Summary (Background)

Bid ITB 6441-25 was awarded to three companies - Inland Asphalt Company, Lakeside Industries, Inc., and Shamrock Paving. The Street Department seeks to create a Value Blanket with each of the three companies as each has a different product with specific asphalt oil blends and aggregate requirements. These Value Blankets will be for a 5-year period (4/1/26-3/31/31). The cold mix asphalt is used by the Street Department when hot mix asphalt is not available.

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 400,000
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 400,000	**#** VARIOUS
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	HARRIS, CLINT E.		
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Jamie Tibbits jamie.tibbits@inlandnw.com	ceharris@spokanecity.org
jwthomas@spokanecity.org	kaiumu@spokanecity.org
streetaccounting@spokanecity.org	rrinderle@spokanecity.org

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/23/2026

Committee Agenda type: Consent

Council Meeting Date: 03/16/2026

Date Rec'd	2/4/2026		
Clerk's File #	OPR 2026-0135		
Cross Ref #			
Project #			
Submitting Dept	STREETS	**Bid #**	
Contact Name/Phone	CLINT HARRIS 625-7744	**Requisition #**	
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	MASTER VALUE BLANKET FOR COLD MIX - INLAND		

Agenda Wording

The Street Department is seeking approval for a Master Value Blanket with three companies for the purchase of cold mix bulk by the ton (open container non bagged) as needed over a 5-year period. The 5-year expenditure would not exceed $400,000 (including tax).

Summary (Background)

Bid ITB 6441-25 was awarded to three companies - Inland Asphalt Company, Lakeside Industries, Inc., and Shamrock Paving. The Street Department seeks to create a Value Blanket with each of the three companies as each has a different product with specific asphalt oil blends and aggregate requirements. These Value Blankets will be for a 5-year period (4/1/26-3/31/31). The cold mix asphalt is used by the Street Department when hot mix asphalt is not available.

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 400,000
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 400,000	**#** VARIOUS
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	HARRIS, CLINT E.		
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Jamie Tibbits jamie.tibbits@inlandnw.com	ceharris@spokanecity.org
jwthomas@spokanecity.org	kaiumu@spokanecity.org
streetaccounting@spokanecity.org	rrinderle@spokanecity.org

Bid Response Summary

Bid Number	ITB 6441-25
Bid Title	Cold Mix Bulk By The Ton (open container non bagged), As Needed Over 5-Year Period
Due Date	Monday, January 26, 2026 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Inland Asphalt Company
Submitted By	Jamie Tibbits - Monday, January 26, 2026 12:53:43 PM [(UTC-08:00) Pacific Time (US & Canada)] jamie.tibbits@inlandnw.com 509-534-2657
Comments	

Question Responses

Group	Reference Number	Question	Response
BACKGROUND			
	#1	The City of Spokane, through the Street Department, Sewer Maintenance, and Water Department, is initiating this Invitation To Bid (ITB) to solicit Bids from Vendors who have a proven ability to provide spec'd bulk Cold Mix by the ton, as needed over a five-year period. It is anticipated that multiple awards would be made, so the departments can purchase products that meets their needs for efficiency and effectiveness during the time of year when the hot mix asphalt plants are not open.	I agree and I acknowledge
	#2	This is NOT an all-or-nothing Bid. City Departments are encouraged to use the Value Blanket Order that would result from this bid process; the City does not have MANDATORY Value Blanket Orders.	I agree and I acknowledge
	#3	Estimated five-year expenditure is $1,750,000 or less. This is an estimate only and the City of Spokane does not guarantee it. Vendor(s) will only be paid for actual tons picked up or delivered, supported by weigh tickets.	I agree and I acknowledge
	#4	Historical Monthly Ton Usage from, January 1, 2021 through September 15, 2025 is attached for reference only, this is no guarantee of future usage. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process.	I agree and I acknowledge
	#4.1	Quantities shown are estimates only and are not guaranteed. Actual usage may be more or less.	I agree and I acknowledge
	#5	The bid is not based on low price only.	I agree and I acknowledge
BID SUBMISSION			

	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and I acknowledge
	#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. Pacific Local Time, on the bid due date.	I agree and I acknowledge
	#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City	I agree and I acknowledge
INTERPRETATION			
	#1	If the Bidder discovers any errors, discrepancies or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify the contact person in writing. Any corrections issued by the Purchaser will be incorporated into the resulting Value Blanket(s).	I agree and I acknowledge
WITHDRAWAL OF BIDS			
	#1	Bidders may withdrawal bid prior to the scheduled bid due date. Unless otherwise specified, no Bids may be withdrawn for a minimum of seventy-five (75) calendar days after the bid due date.	I agree and I acknowledge
EVALUATIONS OF BIDS			
	1	Evaluation of Bids shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items bid, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. I. Any other information having a bearing on the decision to award the contract.	I agree and I acknowledge
BIDDING ERRORS			

	#1	Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Bid.	I agree and I acknowledge
REJECTION OF BIDS			
	#1	The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in ids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.	I agree and I acknowledge
BIDDER PREQUALIFICATION			
	#1	Prior to award of Value Blanket(s), Bidder(s) shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the City.	I agree and I acknowledge
AWARD OF VALUE BLANKET(S)			
	#1	Award of Value Blanket(s), when made, will be to the Bidder(s) whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. Unsuccessful Bidders will not automatically be notified of Bid results.	I agree and I acknowledge
MULTIPLE AWARDS			
	#1	More than one Valve Blanket may be awarded. Award of Value Blanket(s), when and if made, will be to the Bidder(s) whose Bid(s) are most favorable to the City. Value Blanket(s) are optional (non-exclusive) use. The City Council shall make the award of Value Blanket(s).	I agree and I acknowledge
PAYMENT TERMS			
	#1	Payment shall be made Net 30 via direct deposit/ACH (except as provided by state law) according to terms after receipt of the accepted goods. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I agree and I acknowledge
INVOICING			

	#1	Invoices must be submitted to within 30 days of any pick up or delivery. • All Invoices shall include Value Blanket Number, Copies of City-signed Weigh Tickets, Unit Pricing per resulting Value Blanket. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the picked up or delivered tons, and compliance with Value Blanket. Original invoices are required and shall not be approved for payment until all required support is provided. Invoices shall be emailed to applicable department: Street Department: erasc@spokanecity.org / Sewer Maintenance: sspence@spokanecity.org / Water Department: WaterAccounting@spokanecity.org	I agree and I acknowledge
TERMS AND CONDITIONS			
	#1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I agree and I acknowledge
	#1.2	EXCEPTION: If you took exception above, upload here.	
	#2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	I certify
ADDITIONAL ITEMS			
	#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms and conditions.	Yes
INTERLOCAL PURCHASE AGREEMENTS			
	#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	Yes
PCB CERTIFICATION			

	#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes
	#2	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Don't Know
	#3	If so were PCBs found at a measurable level?	Don't Know
	#4	If so were PCBs found at a measurable level?	Don't Know
	#5	If so attach the results or note from whom the results can be obtained.	
	#6	Do you have reason to believe the product contains measurable levels of PCBs?	No
	#7	Do you have reason to believe the product packaging contains measurable levels of PCBs	No
BIDDER INFORMATION			
	#1	Please indicate the appropriate point of contact (including phone number and email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Pat Jennings 509-590-9459 Jon Mummey 509-979-7640
ORGANIZATION			
	#1	Organization: Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Corporation, Incorporated in Washington
BUSINESS REGISTRATION:			

	1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Bidder does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination. Microsoft Word - Business License Exemption Request Form - Rev 03-2025 (https://static.spokanecity.org/documents/business/doingbusiness/business-license-exemption-request-form-2025-05-22.pdf)	I agree and I acknowledge
	2	City of Spokane Business Registration Number:	T11004257BUS
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE			
	1	All materials submitted to the City in responses to this competitive procurement shall become the property of the City. All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW. When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and an opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response within 10 business days from the date of the notice. If no injunction is obtained, the City is legally required to release the records. The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response	I agree and I acknowledge
INSURANCE			
	1	During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:	I agree and I acknowledge

	2	A. Worker's Compensation Insurance in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.	I agree and I acknowledge
	3	B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company’s services to be provided under this Agreement.	I agree and I acknowledge
	#3.1	i. Acceptable supplementary Umbrella insurance coverage combined with Company’s General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and	I agree and I acknowledge
	4	C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.	I agree and I acknowledge
	5	There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as “Additional Insured” specifically for Company’s services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.	I agree and I acknowledge
MINORITY BUSINESS ENTERPRISE			
	#1	Vendor (IS) (IS NOT) a Minority Business Enterprise. A Minority Business Enterprise is defined as a “business, privately or publicly owned, at least 51% of which is owned by minority group members.” For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
SMALL BUSINESS			

	#1	Vendor (IS) (IS NOT) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is Not
NON-COLLUSION			
	#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase, or reduce the prices or competition regarding the items covered by this Bid invitation.	Certifies No Agreement Has Been Entered
ACCEPTANCE PERIOD			
	#1	Bids must provide a minimum of seventy-five (75) calendar days for acceptance by the City from the bid due date.	I agree and I acknowledge
TERM OF VALUE OF BLANKET ORDER(S)			
	1	Any Value Blanket(s) resulting from this ITB will be for a five -year period, beginning APRIL 1, 2026 and terminates on MARCH 31, 2031. The Vendor’s prices shall be firm throughout the 12 months, 4/1/26 to 3/31/27, with annual pricing adjustments on the anniversary of the award with justification, unless due to extraordinary circumstances as documented by the Contractor and concurred with by the City.	I agree and I acknowledge
GENERAL INSTRUCTIONS			
	#1	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	I agree and I acknowledge
	#2	The City of Spokane reserves the right to accept or reject any variance from the published requirements and to award the Bid in a manner that is most advantageous to the continued efficient operation of the City.	I agree and I acknowledge
	#3	The City reserves the right to accept or reject any part of or all Bids, and to accept the Bid deemed to be in the best interest of the City.	I agree and I acknowledge
	#4	The City may choose from more than one vendor. The City of Spokane reserves the option of awarding by type or grouping, or by any manner most advantageous for the City.	I agree and I acknowledge
	#5	Bidder should be aware that Bids may be rejected if all questions are not completely and correctly answered.	I agree and I acknowledge

SPECIAL INSTRUCTIONS			
	#1	If the product differs from the provisions contained herein, these differences must be explained in detail.	I agree and I acknowledge
	#2	Vendor found to have “overstated” the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I agree and I acknowledge
	#3	The omission of any standard feature described herein shall not void the bidder’s responsibility to furnish a complete unit with all standard equipment of the manufacturer’s latest model and design. Equipment to be furnished shall be new and unused unless a demo unit is specified.	I agree and I acknowledge
	#4	Successful bidder shall furnish standard warranty, State Warranty Here:	1 year Warranty excluding general wear and tear from use of product
	#5	Federal and State laws governing this product and its final certification must be satisfied.	I agree and I acknowledge
	#6	It shall be the Supplier’s responsibility to conform to all Federal Standards for certification.	I agree and I acknowledge
	#7	As applicable, Safety Data Sheets must be included with Bid Proposal. Upload Here.	Asphalt Cement.pdf
	#8	Pickup & Delivery times shall be a consideration of awarding this contract. Therefore the City requests a pickup or delivery to be completed as soon as possible after order request.	I agree and I acknowledge
TECHNICAL REQUIREMENTS			
	#1	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Bid.	I agree and I acknowledge
	#2	The purpose of these specifications is to provide the City of Spokane with Cold Mix on an “as needed” basis for a five-year period beginning approximately April 1, 2026 and ending March 31, 2031.	I agree and I acknowledge
	#3	Cold Mix must be Paving Asphalt based mix with POLYMER ADDITIVES.	I agree and I acknowledge
	#4	Cold Mix must have a 6 month minimum shelf life if stockpiled per manufacture’s recommendation.	I agree and I acknowledge

	#5	Cold Mix must resist shoving in the summer and raveling in the winter.	I agree and I acknowledge
	#6	Cold Mix must be high performance asphalt cold patch material for the repair of small pavement areas in cool to cold weather applications. The mixture shall be designed so that it will have good workability and can be placed at temperatures of 20 to 100 degrees Fahrenheit without the addition of heat. The mixture shall have good adhesion to wet surfaces and be resistant to damage by water, salt and de-icing products.	I agree and I acknowledge
	#7	City of Spokane must be able to purchase in bulk (open container non bagged) by the ton.	I agree and I acknowledge
	#8	PICKUP / DELIVERY: Orders may be picked up by City of Spokane employees in City of Spokane vehicles within a 50 mile radius of the City of Spokane or delivered by Vendor to various locations within the City of Spokane.	I agree and I acknowledge
	#8.1 Addendum 1	State how soon could Pick-up or Delivery could be after placement of order. If lead time is different based on pickup, delivery, product type being ordered, or if lead time its different amount Vendor’s different locations, please expound upon lead times.	72 Hour Notice is perferred
	#9	VENDOR'S FACILITIES: Enter the following information for all yard/stockpile locations for items included on this bid: Location Name, Street Address, Normal Operating Hours, Business Phone Number, After Hours Phone Number:	Sullivan Plant: 1900 N Sullivan Road, Spokane Valley 99216
	#10	Vendor shall provide a weight ticket for each pickup or delivery that states the tons picked up or delivered and the applicable City department performing pickup or receiving requested delivery, ensuring that each weigh ticket is signed by the City employee performing pickup or receiving requested delivery and that the signing-individual is provided a copy of city-signed weight ticket. Vendor must submit signed copies of all weight tickets with invoices.	I agree and I acknowledge
	#10.1	Vendor will only be paid for actual tons transported, based on contract’s all-inclusive-transported-cost-per-ton, supported by weigh tickets.	I agree and I acknowledge

	#11	Bidders must provide patent name of all cold mix products it is bidding, along with the oil brand name and aggregate gradation for each cold mix product(s) that is being bid. Upload this data here.	Elasti-Patch Cold Mix, Ergon 52-34 Asphalt Binder, 1" - 100, 3/4" 100, 1/2" - 100, 3/8" - 98, #4 - 25, #8 - 14, #30 - 5, #50 - 3, #100 - 2, #200 - 1.2
	#12	State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.	N/A
	#13	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. Upload letter here.	Qualification statement.pdf
	#14	Bidder must be able to supply samples of products (100 to 150 pounds) upon request. Samples provided for evaluation will be at no charge to the City of Spokane.	I agree and I acknowledge
	#15	At any future point(s) in time during the five-year term of any resulting five-year blanket order, should the Vendor be able to offer additional bulk cold mix paving asphalt mixes, that were not carried by the Vendor at the time of the initial bid, the Vendor would inform the City of additional mixes, providing patent name of any additional cold mix products, along with the oil brand name and aggregate gradation for each cold mix product(s), and Vendor's per ton pricing for pickup or delivery; the City reserves the right to try out additional products. The Vendor must supply a, sample of product(s) (100 to 150 pounds) at no charge upon City's request for evaluation. Depending on the outcome(s), the City would reserve the right to purchase additional product(s) from Vendor via a change order to the Value Blanket.	I agree and I acknowledge
	#16	EXCEPTIONS If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to.	N/A
DELIVERY DEFAULT			
	#1	The acceptance of late performance by the Purchaser shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Vendor.	I agree and I acknowledge
	#2	Purchaser may procure from another source and Vendor will be required to pay any differences in cost.	I agree and I acknowledge

PRICING			
	#1	Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should -- not-- be included in bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I agree and I acknowledge
	#2	Bidder acknowledges it would apply applicable sales tax when invoicing.	I agree and I acknowledge
	#3	Vendor’s prices shall be firm throughout the 12 months, 4/1/26 to 3/31/27, with annual pricing adjustments on the anniversary of the Value Blanket award with justification, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City.	I agree and I acknowledge
	#4 Addendum 1	Picked-Up Price: Enter Unit Price per U.S. Ton of Cold Mix Picked Up By City. Unit price shall be inclusive of any associated cost to provide required weight tickets. If pricing is different based from different locations, please expound based on locations.	$144.50/ton
	#4.1	Any Special Conditions enter here.	N/A
	#5 Addendum 2	Delivered Price Per Ton: Shall be an all-inclusive of Product's cost-per-ton PLUS any-and-all transported related cost Vendor may incur to provide delivery to various locations within the City of Spokane. All-inclusive cost be inclusive of any associated cost to provide required WEIGHT TICKETS. Bidder acknowledges that ALL expenses that could be incurred were taken into account in its bid response. No other costs will be allowed later.	I agree and I acknowledge
	#5.1.1 Addendum 2	All-inclusive-unit -price-per-delivered U.S. ton (inclusive per-price-ton of Product to include any-and-all transported related cost and Weight Tickets), within 0 - 10 Mile from Vendor’s location: State Unit Pricing per ton of product inclusive of delivery cost for each cold mix product that is being bid meeting Technical Requirements of bid.	$155.50/ton
	#5.1.2 Addendum 2	All-inclusive-unit -price-per-delivered U.S. ton (inclusive per-price-ton of Product to include any-and-all transported related cost and Weight Tickets), within 11 - 20 Mile from Vendor’s location: State Unit Pricing per ton of product inclusive of delivery cost for each cold mix product that is being bid meeting Technical Requirements of bid.	$160.50/ton
	#5.1.3 Addendum 2	All-inclusive-unit -price-per-delivered U.S. ton (inclusive per-price-ton of Product to include any-and-all transported related cost, and Weight Tickets), within 21 - 30 Mile from Vendor’s location: State Unit Pricing per ton of product inclusive of delivery cost for each cold mix product that is being bid meeting Technical Requirements of bid.	$165.50/ton

	#5.1.4 Addendum 2	All-inclusive-unit -price-per-delivered U.S. ton (inclusive per-price-ton of Product to include any-and-all transported related cost, and Weight Tickets), within 31 - 40 Mile from Vendor’s location: State Unit Pricing per ton of product inclusive of delivery cost for each cold mix product that is being bid meeting Technical Requirements of bid.	$170.50/ton
	#5.1.5 Addendum 2	All-inclusive-unit -price-per-delivered U.S. ton (inclusive per-price-ton of Product to include any-and-all transported related cost, and Weight Tickets), within 41 - 50 Mile from Vendor’s location: State Unit Pricing per ton of product inclusive of delivery cost for each cold mix product that is being bid meeting Technical Requirements of bid.	$175.50/ton
	#5.2	Any Special Conditions enter here.	All delivered loads will have 15 ton minimums.
	#6	Adjustments to pricing shall be the result of increases at the manufacturer's level, incurred after Value Blanket commencement date, and shall not produce a higher profit margin than that on the original Value Blanket, clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to Spokane City sufficient to justify the requested increase. Spokane City will be the sole judge as to the acceptability of sources. Acceptance of a request will be at the sole discretion of Spokane City. Retroactive price increase adjustments will not be considered.	I agree and I acknowledge
	#7	The City of Spokane reserves the right to cancel the Valve Blanket if the escalation of price is not advantageous to the City. Failure to reach agreement on a request for an increase in price(s) can, at the sole option of the City, result in the termination of the Agreement for cause.	I agree and I acknowledge
	#8	PRICE DECREASES. During the term of the Value Blanket, should the Vendor realize any or cost reductions, or enter into pricing agreements with other customers providing greater benefits or lower pricing, The Vendor shall immediately request that an amendment to the Value Blanket to provide similar pricing to the City. Price decreases may be considered and implemented at any time upon mutual consent of the parties.	I agree and I acknowledge
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD			
	#1	If you have additional information/documents to submit, upload them here.	
	#2	If you have additional information/documents to submit, upload them here.	

#3	If you have additional information/documents to submit, upload them here.	
#4	If you have additional information/documents to submit, upload them here.	
#5	If you have additional information/documents to submit, upload them here.	
#6	If you have additional information/documents to submit, upload them here.	
#7	If you have additional information/documents to submit, upload them here.	

1/26/2026

Re: Qualifications for Supplying Specified Product Under Contract with the City of Spokane

To Whom It May Concern,

On behalf of Inland Asphalt Company I am pleased to submit this cover letter expressing our qualifications to supply the **Cold Mix by the Ton** as outlined in the City of Spokane's bid documents.

Our team brings extensive experience in **providing quality aggregate materials** and we have a proven history of delivering high-quality products that meet or exceed municipal standards. We consistently prioritize safety, reliability, and compliance with all applicable city, state, and federal regulations.

Key qualifications include:

- **Demonstrated expertise** in manufacturing and supplying **Cold Mix** for public works and infrastructure projects.
- **Established quality control processes** ensuring product performance, consistency, and compliance with City of Spokane specifications.
- **Strong record of past performance**, including successful contracts with municipalities, contractors, and private-sector partners.
- **Commitment to customer service**, with responsive project support and technical assistance as needed.

We appreciate the opportunity to participate in this bid and look forward to supporting the City of Spokane in achieving its project goals.

Thank you for your consideration.

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name:	CPM DEVELOPMENT CORPORATION
Business name:	INLAND ASPHALT COMPANY
Entity type:	Profit Corporation
UBI #:	601-006-854
Business ID:	001
Location ID:	0022
Location:	Active
Location address:	13302 N PERRY SPOKANE WA 99208
Mailing address:	PO BOX 3366 SPOKANE WA 99220
Excise tax and reseller permit status:	Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration dat	First issuance d
Scale - Large		1		Active	Jul-31-2026	Jun-08-2006

Owners and officers on file with the Department of Revenue

Filter

Owners and officers	Title
CAIN, TAMI D.	
GEORGE, TIM P.	
HAJDAREVIC, MARICAR C.	Secretary, Treasurer
KIILEHUA, TRISTINE M.	
KLOSTERMAN, K. C.	Vice President
LEMONS, JEREMIAH K.	Vice President
LINARES, RICARDO P.	Vice President
MADDEN, JOHN J.	Vice President
MCBREEN, MICHAEL C.	Vice President

Owners and officers	Title
REID, JOHN	Vice President
SINGH, VIKRAMJIT	Secretary
SMITH, STEVEN J.	Vice President
TOOLAN, DAVID M.	Vice President,

Page 1 of 2

Registered Trade Names

Filter

Registered trade names	Status	First issued
ACME MATERIALS & CONSTRUCTION CO	Active	Sep-19-2017
CENTRAL PRE MIX CONCRETE COMPANY	Active	Jul-27-2010
CENTRAL PRE-MIX CONCRETE CO.	Active	Jan-03-2002
CENTRAL PREMIX CONCRETE CO	Active	Jun-13-2008
CENTRAL WASHINGTON CONCRETE	Active	Jan-03-2002
CPM DEVELOPMENT CORPORATION	Active	Apr-10-2012
GRAHAM & MORRIS	Active	Sep-19-2017

Registered trade names	Status	First issued
HOOD RIVER SAND & GRAVEL COMPANY	Active	Mar-18-2024
HOOD RIVER SAND, GRAVEL & READY MIX	Active	Mar-18-2024
ICON MATERIALS	Active	Jan-03-2002
INLAND ASPHALT COMPANY	Active	Jan-03-2002
RIVERBEND MATERIALS	Active	May-07-2018
SALEM ROAD AND DRIVEWAY	Active	Jun-27-2014
THE DALLES CONCRETE	Active	Mar-19-2024
UMPQUA SAND AND GRAVEL	Active	May-15-2025

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 1/26/2026 2:28:13 PM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported

Asphalt Cement

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Revision Date: 05/05/2014 Date of issue: 05/05/2014 Version: 1.0

SECTION 1: IDENTIFICATION

1.1. Product Identifier

Product Name: Asphalt Cement

Synonyms: PG 52-34, PG 58-34, PG 64-34, PG 70-34, PG 76-34, PG 58-28, PG 64-28, PG 70-28, PG 76-28, PG 58-22, PG 64-22, PG 70-22, PG 76-22, MAC 206, MAC 206 CON, AC 60/70, AC 80/100, AC 120/150, AC 200/300, AC 300/400, AC 15P

All trade names may include the tags: CM, ER, 60ER

1.2. Intended Use of the Product

Use of the substance/mixture: Asphalt. For professional use only.

1.3. Name, Address, and Telephone of the Responsible Party

Company

Western States Asphalt

4327 N Thor St

Spokane, WA 99217

509-487-4560

1.4. Emergency Telephone Number

Emergency Number : Chemtrec: 800-424-9300

SECTION 2: HAZARDS IDENTIFICATION

2.1. Classification of the Substance or Mixture

Classification (GHS-US)

Skin Irrit. 2	H315
Eye Irrit. 2A	H319
Carc. 2	H351
Aquatic Acute 2	H401

2.2. Label Elements

GHS-US Labeling

Hazard Pictograms (GHS-US) :



GHS07 GHS08

Signal Word (GHS-US) : Warning

Hazard Statements (GHS-US) :
H315 - Causes skin irritation
H319 - Causes serious eye irritation
H351 - Suspected of causing cancer (Inhalation)
H401 - Toxic to aquatic life

Precautionary Statements (GHS-US) :
P201 - Obtain special instructions before use
P202 - Do not handle until all safety precautions have been read and understood
P264 - Wash hands, forearms, and exposed areas thoroughly after handling
P273 - Avoid release to the environment
P280 - Wear protective clothing, protective gloves, eye protection
P302+P352 - IF ON SKIN: Wash with plenty of soap and water
P305+P351+P338 - If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
P308+P313 - If exposed or concerned: Get medical advice/attention
P321 - Specific treatment (see Section 4)
P332+P313 - If skin irritation occurs: Get medical advice/attention
P337+P313 - If eye irritation persists: Get medical advice/attention
P362 - Take off contaminated clothing and wash before reuse
P405 - Store locked up
P501 - Dispose of contents/container according to local, regional, national, and international regulations

2.3. Other Hazards

Other Hazards Not Contributing to the Classification: Asphalt may contain Polycyclic aromatic hydrocarbons (PAH) and/or trace quantities of benzene (< 0.1%). Elevated temperature conditions may emit hydrogen sulfide, an asphalt decomposition product.

2.4. Unknown Acute Toxicity (GHS-US)

No data available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

3.1. Substance

Not applicable

3.2. Mixture

Name	Product identifier	%	Classification (GHS-US)
Asphalt	(CAS No) 8052-42-4	50 - 100	Flam. Liq. 2, H225 Eye Irrit. 2A, H319 Carc. 2, H351
Styrene-butadiene copolymer	(CAS No) 9003-55-8	≤ 25	Not classified
Superphosphoric acid	(CAS No) 8017-16-1	≤ 2	Met. Corr. 1, H290 Skin Corr. 1B, H314 Eye Dam. 1, H318
Sulfur	(CAS No) 7704-34-9	≤ 2	Comb. Dust, H232 Skin Irrit. 2, H315 Eye Irrit. 2B, H320 Aquatic Acute 3, H402
Hydrogen sulfide	(CAS No) 7783-06-4	≤ 1	Flam. Gas 1, H220 Liquefied gas, H280 Acute Tox. 2 (Inhalation:gas), H330 Aquatic Acute 1, H400

Full text of H-phrases: see section 16

SECTION 4: FIRST AID MEASURES

4.1. Description of First Aid Measures

First-aid Measures General: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).

First-aid Measures After Inhalation: When symptoms occur: go into open air and ventilate suspected area. Seek medical attention.

First-aid Measures After Skin Contact: Remove contaminated clothing. Drench affected area with water for at least 15 minutes. Seek medical attention.

First-aid Measures After Eye Contact: Rinse cautiously with water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Obtain medical attention.

First-aid Measures After Ingestion: Rinse mouth. Do not induce vomiting. Seek medical attention.

4.2. Most important symptoms and effects, both acute and delayed

Symptoms/Injuries: Causes skin irritation. Causes serious eye irritation.

Symptoms/Injuries After Inhalation: May cause irritation to the respiratory tract.

Symptoms/Injuries After Skin Contact: Causes skin irritation. Contact with hot, molten material will cause thermal burns.

Symptoms/Injuries After Eye Contact: Causes serious eye irritation. Risk of thermal burns on contact with molten product.

Symptoms/Injuries After Ingestion: Ingestion is likely to be harmful or have adverse effects.

Chronic Symptoms: Suspected of causing cancer.

4.3. Indication of Any Immediate Medical Attention and Special Treatment Needed

If burned by hot product, cool affected area immediately with cool water. Do not attempt to remove solidified material from skin. Seek medical attention immediately.

SECTION 5: FIRE-FIGHTING MEASURES

5.1. Extinguishing Media

Suitable Extinguishing Media: Carbon dioxide, foam, dry chemical.

Unsuitable Extinguishing Media: Do not use extinguishing media containing water. Water or foam may cause frothing. Use of water on product above 100 °C (212 °F) can cause product to expand with explosive force.

5.2. Special Hazards Arising From the Substance or Mixture

Fire Hazard: Flammable vapors can accumulate in head space of closed systems.

Explosion Hazard: May form flammable/explosive vapor-air mixture.

Reactivity: Hazardous reactions will not occur under normal conditions.

5.3. Advice for Firefighters

Precautionary Measures Fire: Under fire conditions, hazardous fumes will be present.

Firefighting Instructions: Exercise caution when fighting any chemical fire.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

SECTION 6: ACCIDENTAL RELEASE MEASURES

6.1. Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Do not breathe vapors from molten product. Avoid all unnecessary exposure. Use special care to avoid static electric charges. Keep away from heat/sparks/open flames/hot surfaces. No smoking.

6.1.1. For Non-emergency Personnel

Protective Equipment: Use appropriate personal protection equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

6.1.2. For Emergency Responders

Protective Equipment: Use appropriate personal protection equipment (PPE).

Emergency Procedures: Ventilate area. Eliminate ignition sources. Stop leak if safe to do so.

6.2. Environmental Precautions

Avoid unintentional release to the environment. Contact competent authorities after a spill.

6.3. Methods and Material for Containment and Cleaning Up

For Containment: Where possible allow molten material to solidify naturally. Do not allow into drains or water courses or dispose of where ground or surface waters may be affected. Notify authorities if liquid enters sewers or public waters.

Methods for Cleaning Up: Ventilate area. Cool molten material to limit spreading. Clear up spills immediately and dispose of waste safely.

6.4. Reference to Other Sections

See heading 8, Exposure Controls and Personal Protection.

SECTION 7: HANDLING AND STORAGE

7.1. Precautions for Safe Handling

Additional Hazards When Processed: Contains Sulfur, may release small amounts of hydrogen sulfide. Hydrogen sulfide is a highly flammable, explosive gas under certain conditions, is a toxic gas, and may be fatal. Gas can accumulate in the headspace of closed containers, use caution when opening sealed containers. Heating the product or containers can cause thermal decomposition of the product and release hydrogen sulfide.

Precautions for Safe Handling: Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Use only non-sparking tools.

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures. Use only outdoors or in a well-ventilated area. Do not eat, drink or smoke when using this product. Contaminated work clothing should not be allowed out of the workplace. Wash contaminated clothing before reuse. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work.

7.2. Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: Comply with applicable regulations. Container remains hazardous when empty. Continue to observe all precautions.

Storage Conditions: Store in a dry, cool and well-ventilated place. Keep in fireproof place. Keep container tightly closed.

Incompatible Products: Strong acids. Strong bases. Strong oxidizers. Water. Amines.

Storage Area: Store locked up. Store in a well-ventilated place.

7.3. Specific End Use(s)

Asphalt. For professional use only.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1. Control Parameters

Asphalt (8052-42-4)		
USA ACGIH	ACGIH TWA (mg/m³)	0.5 mg/m³
USA NIOSH	NIOSH REL (ceiling) (mg/m³)	5 mg/m³

Hydrogen sulfide (7783-06-4)		
USA ACGIH	ACGIH TWA (ppm)	1 ppm
USA ACGIH	ACGIH STEL (ppm)	5 ppm
USA NIOSH	NIOSH REL (ceiling) (mg/m³)	15 mg/m³
USA NIOSH	NIOSH REL (ceiling) (ppm)	10 ppm
USA IDLH	US IDLH (ppm)	100 ppm
USA OSHA	OSHA PEL (Ceiling) (ppm)	20 ppm

8.2. Exposure Controls

Appropriate Engineering Controls : Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure adequate ventilation, especially in confined areas. Ensure all national/local regulations are observed. Gas detectors should be used when flammable gases/vapors may be released.

Personal Protective Equipment : Gloves. Protective clothing. Protective goggles. On heating: wear respiratory equipment.



Materials for Protective Clothing : With molten material wear thermally protective clothing.

Hand Protection : If handling hot or molten material wear insulated gloves, otherwise wear work gloves.

Eye Protection : Chemical goggles or safety glasses.

Respiratory Protection : Use a NIOSH-approved respirator or self-contained breathing apparatus whenever exposure may exceed established Occupational Exposure Limits.

Thermal Hazard Protection : Protect skin and eyes from contact with molten material.

Environmental Exposure Controls : Avoid unintentional release to the environment.

Consumer Exposure Controls : Do not eat, drink or smoke during use.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

9.1. Information on Basic Physical and Chemical Properties

Physical State : Liquid

Appearance : Dark Brown – Black

Odor : Asphalt

Odor Threshold : No data available

pH : No data available

Relative Evaporation Rate (butylacetate=1) : No data available

Melting Point : No data available

Freezing Point : No data available

Boiling Point : No data available

Flash Point : > 230 °C (>446 °F)

Auto-ignition Temperature : No data available

Decomposition Temperature : No data available

Flammability (solid, gas) : No data available

Vapor Pressure : No data available

Relative Vapor Density at 20 °C : No data available

Relative Density : No data available

Solubility : No data available

Partition coefficient: n-octanol/water : No data available

Viscosity : No data available

9.2. Other Information No additional information available

SECTION 10: STABILITY AND REACTIVITY

10.1 Reactivity: Hazardous reactions will not occur under normal conditions.

10.2 Chemical Stability: May form flammable/explosive vapor-air mixture.

10.3 Possibility of Hazardous Reactions: Hazardous polymerization will not occur.

10.4 Conditions to Avoid: Sparks, heat, open flame and other sources of ignition. Incompatible materials.

10.5 Incompatible Materials: Strong acids. Strong bases. Strong oxidizers. Water. Nitrates. Amines.

10.6 Hazardous Decomposition Products: Carbon monoxide. Hydrogen sulfide. Sulphur oxides. Phosphorus oxides. Corrosive vapors. Hydrogen.

SECTION 11: TOXICOLOGICAL INFORMATION

11.1. Information On Toxicological Effects

Acute Toxicity: Not classified

Asphalt (8052-42-4)	
LD50 Oral Rat	> 5000 mg/kg
LD50 Dermal Rabbit	> 2000 mg/kg

Sulfur (7704-34-9)	
LD50 Oral Rat	> 3000 mg/kg
LD50 Dermal Rabbit	> 2000 mg/kg
LC50 Inhalation Rat (mg/l)	> 9.23 mg/l/4h

Hydrogen sulfide (7783-06-4)	
LC50 Inhalation Rat (mg/l)	0.99 mg/l (Exposure time: 1 h)
ATE (Gases)	100.000 ppmV/4h

Skin Corrosion/Irritation: Causes skin irritation.

Serious Eye Damage/Irritation: Causes serious eye irritation.

Respiratory or Skin Sensitization: Not classified

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Suspected of causing cancer.

Asphalt (8052-42-4)	
IARC group	2B
National Toxicity Program (NTP) Status	Twelfth Report - Items under consideration.

Styrene-butadiene copolymer (9003-55-8)	
IARC group	3

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): Not classified

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Aspiration Hazard: Not classified

Symptoms/Injuries After Inhalation: May cause irritation to the respiratory tract.

Symptoms/Injuries After Skin Contact: Causes skin irritation. Contact with hot, molten material will cause thermal burns.

Symptoms/Injuries After Eye Contact: Causes serious eye irritation. Risk of thermal burns on contact with molten product.

Symptoms/Injuries After Ingestion: Ingestion is likely to be harmful or have adverse effects.

Chronic Symptoms: Suspected of causing cancer.

SECTION 12: ECOLOGICAL INFORMATION

12.1. Toxicity

Ecology - General : Toxic to aquatic life.

Sulfur (7704-34-9)	
LC50 Fish 1	866 mg/l (Exposure time: 96 h - Species: Brachydanio rerio [static])
LC 50 Fish 2	14 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static])

Hydrogen sulfide (7783-06-4)	
LC50 Fish 1	0.0448 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [flow-through])
LC 50 Fish 2	0.016 mg/l (Exposure time: 96 h - Species: Pimephales promelas [flow-through])

12.2. Persistence and Degradability

No additional information available

12.3. Bioaccumulative Potential

Asphalt (8052-42-4)	
BCF fish 1	(no bioaccumulation expected)
Log Pow	> 6

Hydrogen sulfide (7783-06-4)	
BCF fish 1	(no bioaccumulation expected)
Log Pow	0.45 (at 25 °C)

12.4. Mobility in Soil

No additional information available

12.5. Other Adverse Effects

Other Information : Avoid release to the environment.

SECTION 13: DISPOSAL CONSIDERATIONS

13.1. Waste treatment methods

Waste Disposal Recommendations: Dispose of waste material in accordance with all local, regional, national, and international regulations.

Additional Information: Handle empty containers with care because residual vapors are flammable. Prevent runoff from entering drains, sewers or waterways.

Ecology – Waste Materials: Avoid release to the environment.

SECTION 14: TRANSPORT INFORMATION

14.1 In Accordance with DOT

Proper Shipping Name : ELEVATED TEMPERATURE LIQUID, N.O.S. at or above 100 C and below its flash point (including molten metals, molten salts, etc.)

Hazard Class : 9

Identification Number : UN3257

Label Codes : 9

Packing Group : III



14.2 In Accordance with IMDG

Proper Shipping Name : ELEVATED TEMPERATURE LIQUID, N.O.S. at or above 100 C and below its flash point (including molten metals, molten salts, etc.)

Hazard Class : 9

Identification Number : UN3257

Packing Group : III

Label Codes : 9

EmS-No. (Fire) : F-A

EmS-No. (Spillage) : S-P



14.3 In Accordance with IATA

Proper Shipping Name : ELEVATED TEMPERATURE LIQUID, N.O.S. at or above 100 C and below its flash point (including molten metals, molten salts, etc.)

Identification Number : UN3257

Hazard Class : 9

Label Codes : 9

ERG Code (IATA) : 9L



SECTION 15: REGULATORY INFORMATION

15.1 US Federal Regulations

Asphalt Cement	
SARA Section 311/312 Hazard Classes	Immediate (acute) health hazard Delayed (chronic) health hazard

Asphalt (8052-42-4)
Listed on the United States TSCA (Toxic Substances Control Act) inventory

Styrene-butadiene copolymer (9003-55-8)
Listed on the United States TSCA (Toxic Substances Control Act) inventory

Superphosphoric acid (8017-16-1)
Listed on the United States TSCA (Toxic Substances Control Act) inventory

Sulfur (7704-34-9)
Listed on the United States TSCA (Toxic Substances Control Act) inventory

Hydrogen sulfide (7783-06-4)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory Listed on SARA Section 302 (Specific toxic chemical listings) Listed on SARA Section 313 (Specific toxic chemical listings)	
SARA Section 302 Threshold Planning Quantity (TPQ)	500
SARA Section 313 - Emission Reporting	1.0 %

15.2 US State Regulations

Asphalt (8052-42-4)
U.S. - Connecticut - Hazardous Air Pollutants - HLVs (30 min)
U.S. - Connecticut - Hazardous Air Pollutants - HLVs (8 hr)
U.S. - Illinois - Toxic Air Contaminant Carcinogens
U.S. - Illinois - Toxic Air Contaminants
U.S. - Massachusetts - Oil & Hazardous Material List - Groundwater Reportable Concentration - Reporting Category 1
U.S. - Massachusetts - Oil & Hazardous Material List - Groundwater Reportable Concentration - Reporting Category 2
U.S. - Massachusetts - Oil & Hazardous Material List - Reportable Quantity
U.S. - Massachusetts - Oil & Hazardous Material List - Soil Reportable Concentration - Reporting Category 1

U.S. - Massachusetts - Oil & Hazardous Material List - Soil Reportable Concentration - Reporting Category 2
RTK - U.S. - Massachusetts - Right To Know List
U.S. - Minnesota - Hazardous Substance List
U.S. - New Hampshire - Regulated Toxic Air Pollutants - Ambient Air Levels (AALs) - 24-Hour
U.S. - New Hampshire - Regulated Toxic Air Pollutants - Ambient Air Levels (AALs) - Annual
RTK - U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - New Jersey - Special Health Hazards Substances List
U.S. - North Dakota - Air Pollutants - Guideline Concentrations - 8-Hour
U.S. - Oregon - Permissible Exposure Limits - TWAs
RTK - U.S. - Pennsylvania - RTK (Right to Know) List
U.S. - Texas - Effects Screening Levels - Long Term
U.S. - Texas - Effects Screening Levels - Short Term
U.S. - Washington - Permissible Exposure Limits - STELs
U.S. - Washington - Permissible Exposure Limits - TWAs

Styrene-butadiene copolymer (9003-55-8)

U.S. - Texas - Effects Screening Levels - Long Term
U.S. - Texas - Effects Screening Levels - Short Term

Superphosphoric acid (8017-16-1)

U.S. - Texas - Effects Screening Levels - Long Term
U.S. - Texas - Effects Screening Levels - Short Term

Sulfur (7704-34-9)

RTK - U.S. - Massachusetts - Right To Know List
RTK - U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - New Mexico - Air Quality - Ambient Air Quality Standards
RTK - U.S. - Pennsylvania - RTK (Right to Know) List
U.S. - Texas - Effects Screening Levels - Long Term
U.S. - Texas - Effects Screening Levels - Short Term

Hydrogen sulfide (7783-06-4)

U.S. - California - SCAQMD - Toxic Air Contaminants - Non-Cancer Acute
U.S. - California - SCAQMD - Toxic Air Contaminants - Non-Cancer Chronic
U.S. - California - Toxic Air Contaminant List (AB 1807, AB 2728)
U.S. - Colorado - Hazardous Wastes - Discarded Chemical Products, Off-Specification Species, Container and Spill Residues
U.S. - Connecticut - Hazardous Air Pollutants - HLVs (30 min)
U.S. - Connecticut - Hazardous Air Pollutants - HLVs (8 hr)
U.S. - Delaware - Accidental Release Prevention Regulations - Sufficient Quantities
U.S. - Delaware - Accidental Release Prevention Regulations - Threshold Quantities
U.S. - Delaware - Accidental Release Prevention Regulations - Toxic Endpoints
U.S. - Delaware - Pollutant Discharge Requirements - Reportable Quantities
U.S. - Idaho - Non-Carcinogenic Toxic Air Pollutants - Acceptable Ambient Concentrations
U.S. - Idaho - Non-Carcinogenic Toxic Air Pollutants - Emission Levels (ELs)
U.S. - Idaho - Occupational Exposure Limits - Acceptable Maximum Peak Above the Ceiling Concentration for an 8-Hour Shift
U.S. - Idaho - Occupational Exposure Limits - Ceilings
U.S. - Idaho - Occupational Exposure Limits - TWAs
U.S. - Louisiana - Reportable Quantity List for Pollutants
U.S. - Maine - Air Pollutants - Hazardous Air Pollutants
U.S. - Massachusetts - Allowable Ambient Limits (AALs)
U.S. - Massachusetts - Allowable Threshold Concentrations (ATCs)
U.S. - Massachusetts - Oil & Hazardous Material List - Groundwater Reportable Concentration - Reporting Category 1
U.S. - Massachusetts - Oil & Hazardous Material List - Groundwater Reportable Concentration - Reporting Category 2
U.S. - Massachusetts - Oil & Hazardous Material List - Reportable Quantity
U.S. - Massachusetts - Oil & Hazardous Material List - Soil Reportable Concentration - Reporting Category 1
U.S. - Massachusetts - Oil & Hazardous Material List - Soil Reportable Concentration - Reporting Category 2
RTK - U.S. - Massachusetts - Right To Know List
U.S. - Massachusetts - Threshold Effects Exposure Limits (TELs)
U.S. - Massachusetts - Toxics Use Reduction Act
U.S. - Michigan - Occupational Exposure Limits - STELs

U.S. - Michigan - Occupational Exposure Limits - TWAs
U.S. - Michigan - Polluting Materials List
U.S. - Michigan - Process Safety Management Highly Hazardous Chemicals
U.S. - Minnesota - Chemicals of High Concern
U.S. - Minnesota - Hazardous Substance List
U.S. - Minnesota - Permissible Exposure Limits - STELs
U.S. - Minnesota - Permissible Exposure Limits - TWAs
U.S. - Montana - Ambient Air Quality Standards
U.S. - New Hampshire - Regulated Toxic Air Pollutants - Ambient Air Levels (AALs) - 24-Hour
U.S. - New Hampshire - Regulated Toxic Air Pollutants - Ambient Air Levels (AALs) - Annual
U.S. - New Jersey - Discharge Prevention - List of Hazardous Substances
U.S. - New Jersey - Environmental Hazardous Substances List
RTK - U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - New Jersey - Special Health Hazards Substances List
U.S. - New Jersey - TCPA - Extraordinarily Hazardous Substances (EHS)
U.S. - New Mexico - Air Quality - Ambient Air Quality Standards
U.S. - New York - Occupational Exposure Limits - TWAs
U.S. - New York - Reporting of Releases Part 597 - List of Hazardous Substances
U.S. - North Carolina - Control of Toxic Air Pollutants
U.S. - North Dakota - Ambient Air Quality Standards - Maximum Permissible Concentrations
U.S. - North Dakota - Hazardous Wastes - Discarded Chemical Products, Off-Specification Species, Container and Spill Residues
U.S. - Ohio - Accidental Release Prevention - Threshold Quantities
U.S. - Ohio - Extremely Hazardous Substances - Threshold Quantities
U.S. - Oregon - Permissible Exposure Limits - Ceilings
U.S. - Oregon - Permissible Exposure Limits - STELs
RTK - U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List
RTK - U.S. - Pennsylvania - RTK (Right to Know) List
U.S. - Rhode Island - Air Toxics - Acceptable Ambient Levels - 1-Hour
U.S. - Rhode Island - Air Toxics - Acceptable Ambient Levels - 24-Hour
U.S. - Rhode Island - Air Toxics - Acceptable Ambient Levels - Annual
U.S. - South Carolina - Toxic Air Pollutants - Maximum Allowable Concentrations
U.S. - South Carolina - Toxic Air Pollutants - Pollutant Categories
U.S. - Tennessee - Occupational Exposure Limits - STELs
U.S. - Tennessee - Occupational Exposure Limits - TWAs
U.S. - Texas - Drinking Water Standards - Secondary Constituent Levels (SCLs)
U.S. - Texas - Effects Screening Levels - Long Term
U.S. - Texas - Effects Screening Levels - Short Term
U.S. - Vermont - Hazardous Waste - Hazardous Constituents
U.S. - Vermont - Permissible Exposure Limits - STELs
U.S. - Vermont - Permissible Exposure Limits - TWAs
U.S. - Virginia - Water Quality Standards - Chronic Freshwater Aquatic Life
U.S. - Virginia - Water Quality Standards - Chronic Saltwater Aquatic Life
U.S. - Washington - Dangerous Waste - Dangerous Waste Constituents List
U.S. - Washington - Dangerous Waste - Discarded Chemical Products List
U.S. - Washington - Permissible Exposure Limits - STELs
U.S. - Washington - Permissible Exposure Limits - TWAs
U.S. - Wisconsin - Hazardous Air Contaminants - All Sources - Emissions From Stack Heights 25 Feet to Less Than 40 Feet
U.S. - Wisconsin - Hazardous Air Contaminants - All Sources - Emissions From Stack Heights 40 Feet to Less Than 75 Feet
U.S. - Wisconsin - Hazardous Air Contaminants - All Sources - Emissions From Stack Heights 75 Feet or Greater
U.S. - Wisconsin - Hazardous Air Contaminants - All Sources - Emissions From Stack Heights Less Than 25 Feet
U.S. - Wyoming - Process Safety Management - Highly Hazardous Chemicals
U.S. - Alaska - Water Quality Standards - Chronic Aquatic Life Criteria for Fresh Water
U.S. - Alaska - Water Quality Standards - Chronic Aquatic Life Criteria for Marine Water

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Revision date : 05/05/2014

Other Information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200.

GHS Full Text Phrases:

Acute Tox. 2 (Inhalation:gas)	Acute toxicity (inhalation:gas) Category 2
Aquatic Acute 1	Hazardous to the aquatic environment - Acute Hazard Category 1
Aquatic Acute 2	Hazardous to the aquatic environment - Acute Hazard Category 2
Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3
Carc. 2	Carcinogenicity Category 2
Comb. Dust	Combustible Dust
Eye Dam. 1	Serious eye damage/eye irritation Category 1
Eye Irrit. 2A	Serious eye damage/eye irritation Category 2A
Eye Irrit. 2B	Serious eye damage/eye irritation Category 2B
Flam. Gas 1	Flammable gases Category 1
Flam. Liq. 2	Flammable liquids Category 2
Liquefied gas	Gases under pressure Liquefied gas
Met. Corr. 1	Corrosive to metals Category 1
Skin Corr. 1B	Skin corrosion/irritation Category 1B
Skin Irrit. 2	Skin corrosion/irritation Category 2
H220	Extremely flammable gas
H225	Highly flammable liquid and vapor
H232	May form combustible dust concentrations in air
H280	Contains gas under pressure; may explode if heated
H290	May be corrosive to metals
H314	Causes severe skin burns and eye damage
H315	Causes skin irritation
H318	Causes serious eye damage
H319	Causes serious eye irritation
H320	Causes eye irritation
H330	Fatal if inhaled
H351	Suspected of causing cancer
H400	Very toxic to aquatic life
H401	Toxic to aquatic life
H402	Harmful to aquatic life

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product.

SDS US (GHS HazCom)

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: CPM DEVELOPMENT CORPORATION

Business name: INLAND ASPHALT COMPANY

Entity type: Profit Corporation

UBI #: 601-006-854

Business ID: 001

Location ID: 0022

Location: Active

Location address: 13302 N PERRY
SPOKANE WA 99208

Mailing address: PO BOX 3366
SPOKANE WA 99220

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Scale - Large		1		Active	Jul-31-2026	Jun-08-2006

Owners and officers on file with the Department of Revenue

Filter

Owners and officers	Title
CAIN, TAMI D.	ASSISTANT SECRETARY
GEORGE, TIM P.	ASSISTANT SECRETARY
HAJDAREVIC, MARICAR C.	Secretary, Treasurer
KIILEHUA, TRISTINE M.	ASSISTANT SECRETARY
KLOSTERMAN, K. C.	Vice President
LEMONS, JEREMIAH K.	Vice President
LINARES, RICARDO P.	Vice President
MADDEN, JOHN J.	Vice President
MCBREEN, MICHAEL C.	Vice President
REID, JOHN	Vice President

Owners and officers	Title
SMITH, STEVEN J.	Vice President
TOOLAN, DAVID M.	ASSISTANT SECRETARY

Page 1 of 2

Registered Trade Names

Filter

Registered trade names	Status	First issued
ACME MATERIALS & CONSTRUCTION CO	Active	Sep-19-2017
CENTRAL PRE MIX CONCRETE COMPANY	Active	Jul-27-2010
CENTRAL PRE-MIX CONCRETE CO.	Active	Jan-03-2002
CENTRAL PREMIX CONCRETE CO	Active	Jun-13-2008
CENTRAL WASHINGTON CONCRETE	Active	Jan-03-2002
CPM DEVELOPMENT CORPORATION	Active	Apr-10-2012
GRAHAM & MORRIS	Active	Sep-19-2017
HOOD RIVER SAND & GRAVEL COMPANY	Active	Mar-18-2024
HOOD RIVER SAND, GRAVEL & READY MIX	Active	Mar-18-2024
ICON MATERIALS	Active	Jan-03-2002
INLAND ASPHALT COMPANY	Active	Jan-03-2002
RIVERBEND MATERIALS	Active	May-07-2018
SALEM ROAD AND DRIVEWAY	Active	Jun-27-2014
THE DALLES CONCRETE	Active	Mar-19-2024
UMPQUA SAND AND GRAVEL	Active	May-15-2025

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 2/4/2026 9:13:04 AM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Liberty Mutual Insurance Co. National Insurance East
500 N 3rd St, Suite 300
Wausau, WI 54403

www.LibertyMutual.com

CONTACT NAME: Named Insured / CRH Operating Company
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : Liberty Insurance Corporation	42404
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
CPM Development Corporation (120-SPO)
dba Inland Asphalt Company
5111 E. Broadway Avenue
Spokane WA 99212

COVERAGES **CERTIFICATE NUMBER:** 89072184 **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	**COMMERCIAL GENERAL LIABILITY**			TB2-C81-004095-115	9/1/2025	9/1/2026	EACH OCCURRENCE	$ 2,000,000
	☐ CLAIMS-MADE ☐ OCCUR			XCU Coverage Included			DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	Primary/Non-Contributory						MED EXP (Any one person)	$ 50,000
	Separation of Insured						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	☐ OTHER:							$
A	**AUTOMOBILE LIABILITY**			AS2-C81-004095-125	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
A	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS			AS2-C81-054502-525	9/1/2025	9/1/2026	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			Physical Damage only:			PROPERTY DAMAGE (Per accident)	$
				Comprehensive Ded $10,000				$
				Collision Ded $10,000				
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			WA7-C8D-004095-025	9/1/2025	9/1/2026	☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A		All except OH, ND, WA, WY			E.L. EACH ACCIDENT	$ 1,000,000
B	**(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			WC7-C81-004095-015 WI, MN	9/1/2025	9/1/2026	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Washington Stop Gap Employers Liability Coverage			TB2-C81-004095-115	9/1/2025	9/1/2026	BI Each Accident	$3,000,000
							BI Aggregate Limit	$3,000,000
							BI Each Employee	$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: ITB 6441-26 City of Spokane.
City of Spokane is listed as additional insured with regards to the general liability and automobile liability policies, on a primary and non-contributory basis, where required by written contract. 30-day Notice of Cancellation.
Waiver of subrogation is included in favor of the additional insured, where required by written contract, and where applicable by law.

CERTIFICATE HOLDER

City of Spokane
808 W. Spokane Falls Blvd.
Spokane WA 99201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Valerie P. Reece
Valerie Reece

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AGENCY CUSTOMER ID: 8-004095

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Liberty Mutual Insurance Co. National Insurance East	CPM Development Corporation (120-SPO) dba Inland Asphalt Company 5111 E. Broadway Avenue Spokane WA 99212
POLICY NUMBER WA7-C8D-004095-025	
CARRIER / **NAIC CODE** Liberty Insurance Corporation / 42404	**EFFECTIVE DATE:** 9/1/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance (03/16)

HOLDER: City of Spokane
ADDRESS: 808 W. Spokane Falls Blvd. Spokane WA 99201

Washington WC SIR EW2-68N-054718-665 9/1/2025-9/1-2026

WC: Statutory
EL Limit: $1,000,000
SIR: $2,000,000

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ATTACHMENT

Policy Number: AS2-C81-004095-125, AS2-C81-054502-525
Issued by: Liberty Mutual Fire Insurance Co.

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 where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:
Any

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.

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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:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.
Premium: $ INCL
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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89072184 | 8-004095 | Interest No. 21257774 | 09.25-09.26 Standard 10-2 WA Stop Gap Excess AUTO | Excl:XS OT4 | Erin Celing | 1/29/2026 12:42:29 PM (CST) | Page 4 of 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.

2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

Premium: INCL

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Policy Number: AS2-C81-004095-125, AS2-C81-054502-525, TB2-C81-004095-115
Issued By: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Schedule

Name of Other Person(s)/ Organization(s):	Email Address or mailing address:	Number Days Notice:
Where required by written contract	Where required by written contract	90

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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POLICY NUMBER: TB2-C81-004095-115

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule below:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule below.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule below:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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SCHEDULE

Designated Construction Project(s):

All Projects.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provide liability insurance	Any location listed in such agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provided liability insurance	Any location listed in such agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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89072184 | 8-004095 | Interest No. 21257774 | 09.25-09.26 Standard 10-2 WA Stop Gap Excess AUTO | Excl:XS OT4 | Erin Celing | 1/29/2026 12:42:29 PM (CST) | Page 10 of 15

Policy Number TB2-C81-004095-115
Issued by: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Schedule

Name of Person(s) or Organization(s): Any person or organization for which such coverage is required by written contract prior to a loss

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) shown in the Schedule of this endorsement 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 – 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 – 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".

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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 we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name Of Person Or Organization:

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.

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NOTICE OF CANCELLATION TO THIRD PARTIES

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Schedule on file with the Company	Schedule on file with the Company	90

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-C8D-004095-025 Effective Date Premium $

Issued to CRH Americas, Inc.

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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.

Not applicable in Alaska, Kentucky, New Hampshire, New Jersey

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Where required by contract or written agreement prior to loss and allowed by law.

In the states of Connecticut, Florida, Iowa, Maryland, Nebraska and Oregon, the premium charge is 1% of the total manual premium, subject to a minimum premium of $250 per policy.

In the states of Alabama, Arizona, Arkansas, Colorado, Delaware, District of Columbia, Georgia, Idaho, Illinois, Indiana, Kansas, Maine, Michigan, Mississippi, Missouri, Montana, Nevada, New Mexico, North Carolina, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Vermont and West Virginia, the premium charge is 2% of the total manual premium, subject to a minimum premium of $100 per policy.

In the states of New York and Tennessee, the premium charge is 2% of the total manual premium, subject to a minimum premium of $250 per policy.

In the state of Virginia, the premium charge is 5% of the total manual premium, subject to a minimum premium of $250 per policy.

In the state of Hawaii, the premium charge is $250 and determined as follows: The premium charge for this endorsement is 1% of the total manual premium, subject to a minimum premium of $250 per policy.

In the state of Louisiana, the premium charge is 2% of the total standard premium, subject to a minimum premium of $250 per policy.

In the state of Massachusetts, the premium charge is 1% of the total

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manual premium.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-C8D-004095-025 Effective Date Premium $

Issued to CRH Americas, Inc. Endorsement No.

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Agenda Sheet for City Council:

Committee: PIES **Date:** 02/09/2026

Committee Agenda type: Consent

Council Meeting Date: 03/02/2026

Date Rec'd	2/4/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	STREETS	**Bid #**	
Contact Name/Phone	CLINT HARRIS 625-7744	**Requisition #**	
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	MASTER VALUE BLANKET FOR COLD MIX – SHAMROCK		

Agenda Wording

The Street Department is seeking approval for a Master Value Blanket for the purchase of cold mix bulk by the ton (open container non bagged) as needed over a 5-year period. The 5-year expenditure would not exceed $1,750,000 (including tax).

Summary (Background)

This Master Value Blanket, awarded via bid (ITB 6441-25) to Inland Asphalt Company, Lakeside Industries, Inc., and Shamrock Paving, will be for a 5-year period 4/1/26-3/31/31. The cold mix asphalt is used by the Street Department when hot mix asphalt is not available.

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 1,750,000
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 1,750,000	**#** VARIOUS
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM		
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Chuck Green chuckg@shamrockpaving.us	ceharris@spokanecity.org
jwthomas@spokanecity.org	kaiumu@spokanecity.org
streetaccounting@spokanecity.org	rrinderle@spokanecity.org

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 02/19/2026

Committee Agenda type: Consent

Council Meeting Date: 03/09/2026

Date Rec'd	2/4/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	STREETS	**Bid #**	
Contact Name/Phone	CLINT HARRIS 625-7744	**Requisition #**	
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	MASTER VALUE BLANKET FOR COLD MIX – SHAMROCK		

Agenda Wording

The Street Department is seeking approval for a Master Value Blanket with three companies for the purchase of cold mix bulk by the ton (open container non bagged) as needed over a 5-year period. The 5-year expenditure would not exceed $400,000 (including tax).

Summary (Background)

Bid ITB 6441-25 was awarded to three companies - Inland Asphalt Company, Lakeside Industries, Inc., and Shamrock Paving. The Street Department seeks to create a Value Blanket with each of the three companies as each has a different product with specific asphalt oil blends and aggregate requirements. These Value Blankets will be for a 5-year period (4/1/26-3/31/31). The cold mix asphalt is used by the Street Department when hot mix asphalt is not available.

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 400,000
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 400,000	**#** VARIOUS
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM		
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Chuck Green chuckg@shamrockpaving.us	ceharris@spokanecity.org
jwthomas@spokanecity.org	kaiumu@spokanecity.org
streetaccounting@spokanecity.org	rrinderle@spokanecity.org

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/23/2026

Committee Agenda type: Consent

Council Meeting Date: 03/16/2026

Date Rec'd	2/4/2026		
Clerk's File #	OPR 2026-0137		
Cross Ref #			
Project #			
Submitting Dept	STREETS	**Bid #**	
Contact Name/Phone	CLINT HARRIS 625-7744	**Requisition #**	
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	MASTER VALUE BLANKET FOR COLD MIX – SHAMROCK		

Agenda Wording

The Street Department is seeking approval for a Master Value Blanket with three companies for the purchase of cold mix bulk by the ton (open container non bagged) as needed over a 5-year period. The 5-year expenditure would not exceed $400,000 (including tax).

Summary (Background)

Bid ITB 6441-25 was awarded to three companies - Inland Asphalt Company, Lakeside Industries, Inc., and Shamrock Paving. The Street Department seeks to create a Value Blanket with each of the three companies as each has a different product with specific asphalt oil blends and aggregate requirements. These Value Blankets will be for a 5-year period (4/1/26-3/31/31). The cold mix asphalt is used by the Street Department when hot mix asphalt is not available.

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 400,000
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 400,000	**#** VARIOUS
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM		
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Chuck Green chuckg@shamrockpaving.us	ceharris@spokanecity.org
jwthomas@spokanecity.org	kaiumu@spokanecity.org
streetaccounting@spokanecity.org	rrinderle@spokanecity.org

Bid Response Summary

Bid Number	ITB 6441-25
Bid Title	Cold Mix Bulk By The Ton (open container non bagged), As Needed Over 5-Year Period
Due Date	Monday, January 26, 2026 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Shamrock Paving
Submitted By	chuckg@shamrockpaving.us chuckg@shamrockpaving.us - Wednesday, January 21, 2026 11:50:53 AM [(UTC-08:00) Pacific Time (US & Canada)] chuckg@shamrockpaving.us
Comments	

Question Responses

Group	Reference Number	Question	Response
BACKGROUND			
	#1	The City of Spokane, through the Street Department, Sewer Maintenance, and Water Department, is initiating this Invitation To Bid (ITB) to solicit Bids from Vendors who have a proven ability to provide spec'd bulk Cold Mix by the ton, as needed over a five-year period. It is anticipated that multiple awards would be made, so the departments can purchase products that meets their needs for efficiency and effectiveness during the time of year when the hot mix asphalt plants are not open.	I agree and I acknowledge
	#2	This is NOT an all-or-nothing Bid. City Departments are encouraged to use the Value Blanket Order that would result from this bid process; the City does not have MANDATORY Value Blanket Orders.	I agree and I acknowledge
	#3	Estimated five-year expenditure is $1,750,000 or less. This is an estimate only and the City of Spokane does not guarantee it. Vendor(s) will only be paid for actual tons picked up or delivered, supported by weigh tickets.	I agree and I acknowledge
	#4	Historical Monthly Ton Usage from, January 1, 2021 through September 15, 2025 is attached for reference only, this is no guarantee of future usage. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process.	I agree and I acknowledge
	#4.1	Quantities shown are estimates only and are not guaranteed. Actual usage may be more or less.	I agree and I acknowledge
	#5	The bid is not based on low price only.	I agree and I acknowledge
BID SUBMISSION			

	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and I acknowledge
	#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. Pacific Local Time, on the bid due date.	I agree and I acknowledge
	#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City	I agree and I acknowledge
INTERPRETATION			
	#1	If the Bidder discovers any errors, discrepancies or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify the contact person in writing. Any corrections issued by the Purchaser will be incorporated into the resulting Value Blanket(s).	I agree and I acknowledge
WITHDRAWAL OF BIDS			
	#1	Bidders may withdrawal bid prior to the scheduled bid due date. Unless otherwise specified, no Bids may be withdrawn for a minimum of seventy-five (75) calendar days after the bid due date.	I agree and I acknowledge
EVALUATIONS OF BIDS			
	1	Evaluation of Bids shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items bid, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. I. Any other information having a bearing on the decision to award the contract.	I agree and I acknowledge
BIDDING ERRORS			

	#1	Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Bid.	I agree and I acknowledge
REJECTION OF BIDS			
	#1	The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in ids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.	I agree and I acknowledge
BIDDER PREQUALIFICATION			
	#1	Prior to award of Value Blanket(s), Bidder(s) shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the City.	I agree and I acknowledge
AWARD OF VALUE BLANKET(S)			
	#1	Award of Value Blanket(s), when made, will be to the Bidder(s) whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. Unsuccessful Bidders will not automatically be notified of Bid results.	I agree and I acknowledge
MULTIPLE AWARDS			
	#1	More than one Valve Blanket may be awarded. Award of Value Blanket(s), when and if made, will be to the Bidder(s) whose Bid(s) are most favorable to the City. Value Blanket(s) are optional (non-exclusive) use. The City Council shall make the award of Value Blanket(s).	I agree and I acknowledge
PAYMENT TERMS			
	#1	Payment shall be made Net 30 via direct deposit/ACH (except as provided by state law) according to terms after receipt of the accepted goods. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I agree and I acknowledge
INVOICING			

	#1	Invoices must be submitted to within 30 days of any pick up or delivery. • All Invoices shall include Value Blanket Number, Copies of City-signed Weigh Tickets, Unit Pricing per resulting Value Blanket. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the picked up or delivered tons, and compliance with Value Blanket. Original invoices are required and shall not be approved for payment until all required support is provided. Invoices shall be emailed to applicable department: Street Department: erasc@spokanecity.org / Sewer Maintenance: sspence@spokanecity.org / Water Department: WaterAccounting@spokanecity.org	I agree and I acknowledge
TERMS AND CONDITIONS			
	#1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I agree and I acknowledge
	#1.2	EXCEPTION: If you took exception above, upload here.	
	#2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	I certify
ADDITIONAL ITEMS			
	#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms and conditions.	Yes
INTERLOCAL PURCHASE AGREEMENTS			
	#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	Yes
PCB CERTIFICATION			

	#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes
	#2	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Don't Know
	#3	If so were PCBs found at a measurable level?	Don't Know
	#4	If so were PCBs found at a measurable level?	Don't Know
	#5	If so attach the results or note from whom the results can be obtained.	None
	#6	Do you have reason to believe the product contains measurable levels of PCBs?	No
	#7	Do you have reason to believe the product packaging contains measurable levels of PCBs	No
BIDDER INFORMATION			
	#1	Please indicate the appropriate point of contact (including phone number and email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Trishia Sissons 509-244-3508 trishias@shamrockpaving.u
ORGANIZATION			
	#1	Organization: Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Corporation, WA
BUSINESS REGISTRATION:			

	1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Bidder does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination. Microsoft Word - Business License Exemption Request Form - Rev 03-2025 (https://static.spokanecity.org/documents/business/doingbusiness/business-license-exemption-request-form-2025-05-22.pdf)	I agree and I acknowledge
	2	City of Spokane Business Registration Number:	T12105428BUS (City of Spokane License) UBI #328 031-141
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE			
	1	All materials submitted to the City in responses to this competitive procurement shall become the property of the City. All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW. When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and an opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response within 10 business days from the date of the notice. If no injunction is obtained, the City is legally required to release the records. The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response	I agree and I acknowledge
INSURANCE			
	1	During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:	I agree and I acknowledge

	2	A. Worker's Compensation Insurance in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.	I agree and I acknowledge
	3	B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company’s services to be provided under this Agreement.	I agree and I acknowledge
	#3.1	i. Acceptable supplementary Umbrella insurance coverage combined with Company’s General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and	I agree and I acknowledge
	4	C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.	I agree and I acknowledge
	5	There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as “Additional Insured” specifically for Company’s services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.	I agree and I acknowledge
MINORITY BUSINESS ENTERPRISE			
	#1	Vendor (IS) (IS NOT) a Minority Business Enterprise. A Minority Business Enterprise is defined as a “business, privately or publicly owned, at least 51% of which is owned by minority group members.” For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
SMALL BUSINESS			

	#1	Vendor (IS) (IS NOT) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is Not
NON-COLLUSION			
	#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase, or reduce the prices or competition regarding the items covered by this Bid invitation.	Certifies No Agreement Has Been Entered
ACCEPTANCE PERIOD			
	#1	Bids must provide a minimum of seventy-five (75) calendar days for acceptance by the City from the bid due date.	I agree and I acknowledge
TERM OF VALUE OF BLANKET ORDER(S)			
	1	Any Value Blanket(s) resulting from this ITB will be for a five -year period, beginning APRIL 1, 2026 and terminates on MARCH 31, 2031. The Vendor's prices shall be firm throughout the 12 months, 4/1/26 to 3/31/27, with annual pricing adjustments on the anniversary of the award with justification, unless due to extraordinary circumstances as documented by the Contractor and concurred with by the City.	I agree and I acknowledge
GENERAL INSTRUCTIONS			
	#1	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	I agree and I acknowledge
	#2	The City of Spokane reserves the right to accept or reject any variance from the published requirements and to award the Bid in a manner that is most advantageous to the continued efficient operation of the City.	I agree and I acknowledge
	#3	The City reserves the right to accept or reject any part of or all Bids, and to accept the Bid deemed to be in the best interest of the City.	I agree and I acknowledge
	#4	The City may choose from more than one vendor. The City of Spokane reserves the option of awarding by type or grouping, or by any manner most advantageous for the City.	I agree and I acknowledge
	#5	Bidder should be aware that Bids may be rejected if all questions are not completely and correctly answered.	I agree and I acknowledge

SPECIAL INSTRUCTIONS			
	#1	If the product differs from the provisions contained herein, these differences must be explained in detail.	I agree and I acknowledge
	#2	Vendor found to have “overstated” the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I agree and I acknowledge
	#3	The omission of any standard feature described herein shall not void the bidder’s responsibility to furnish a complete unit with all standard equipment of the manufacturer’s latest model and design. Equipment to be furnished shall be new and unused unless a demo unit is specified.	I agree and I acknowledge
	#4	Successful bidder shall furnish standard warranty, State Warranty Here:	No Warranty provided on Cold Mix
	#5	Federal and State laws governing this product and its final certification must be satisfied.	I agree and I acknowledge
	#6	It shall be the Supplier’s responsibility to conform to all Federal Standards for certification.	I agree and I acknowledge
	#7	As applicable, Safety Data Sheets must be included with Bid Proposal. Upload Here.	
	#8	Pickup & Delivery times shall be a consideration of awarding this contract. Therefore the City requests a pickup or delivery to be completed as soon as possible after order request.	I agree and I acknowledge
TECHNICAL REQUIREMENTS			
	#1	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Bid.	I agree and I acknowledge
	#2	The purpose of these specifications is to provide the City of Spokane with Cold Mix on an “as needed” basis for a five-year period beginning approximately April 1, 2026 and ending March 31, 2031.	I agree and I acknowledge
	#3	Cold Mix must be Paving Asphalt based mix with POLYMER ADDITIVES.	I agree and I acknowledge
	#4	Cold Mix must have a 6 month minimum shelf life if stockpiled per manufacture’s recommendation.	I agree and I acknowledge
	#5	Cold Mix must resist shoving in the summer and raveling in the winter.	I agree and I acknowledge

	#6	Cold Mix must be high performance asphalt cold patch material for the repair of small pavement areas in cool to cold weather applications. The mixture shall be designed so that it will have good workability and can be placed at temperatures of 20 to 100 degrees Fahrenheit without the addition of heat. The mixture shall have good adhesion to wet surfaces and be resistant to damage by water, salt and de-icing products.	I agree and I acknowledge
	#7	City of Spokane must be able to purchase in bulk (open container non bagged) by the ton.	I agree and I acknowledge
	#8	PICKUP / DELIVERY: Orders may be picked up by City of Spokane employees in City of Spokane vehicles within a 50 mile radius of the City of Spokane or delivered by Vendor to various locations within the City of Spokane.	I agree and I acknowledge
	#8.1 Addendum 1	State how soon could Pick-up or Delivery could be after placement of order. If lead time is different based on pickup, delivery, product type being ordered, or if lead time its different amount Vendor's different locations, please expound upon lead times.	Same Day Delivery for Picked Up Cold Mix 24-Hou Notice for Deliveries (7:00 AM - 3:30 PM)
	#9	VENDOR'S FACILITIES: Enter the following information for all yard/stockpile locations for items included on this bid: Location Name, Street Address, Normal Operating Hours, Business Phone Number, After Hours Phone Number:	Shamrock Paving, Inc. M-F, 7:00 AM - 3:30 PM 110 N Hayford Rd, Spokane, WA 99224 509-244-3508, 509-999-9972
	#10	Vendor shall provide a weight ticket for each pickup or delivery that states the tons picked up or delivered and the applicable City department performing pickup or receiving requested delivery, ensuring that each weigh ticket is signed by the City employee performing pickup or receiving requested delivery and that the signing-individual is provided a copy of city-signed weight ticket. Vendor must submit signed copies of all weight tickets with invoices.	I agree and I acknowledge
	#10.1	Vendor will only be paid for actual tons transported, based on contract's all-inclusive-transported-cost-per-ton, supported by weigh tickets.	I agree and I acknowledge
	#11	Bidders must provide patent name of all cold mix products it is bidding, along with the oil brand name and aggregate gradation for each cold mix product(s) that is being bid. Upload this data here.	Uploaded in below Additional Documents #1
	#12	State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.	Ergon Asphalt & Emulsions (Oil Supplier) 4327 N Thor St, Spokane, WA 99217 Shamrock Manufacturing, Inc. (Producer) 110 N Hayford Rd, Spokane, WA 99224

	#13	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. Upload letter here.	Cold Mix Qualification Letter.pdf
	#14	Bidder must be able to supply samples of products (100 to 150 pounds) upon request. Samples provided for evaluation will be at no charge to the City of Spokane.	I agree and I acknowledge
	#15	At any future point(s) in time during the five-year term of any resulting five-year blanket order, should the Vendor be able to offer additional bulk cold mix paving asphalt mixes, that were not carried by the Vendor at the time of the initial bid, the Vendor would inform the City of additional mixes, providing patent name of any additional cold mix products, along with the oil brand name and aggregate gradation for each cold mix product(s), and Vendor's per ton pricing for pickup or delivery; the City reserves the right to try out additional products. The Vendor must supply a, sample of product(s) (100 to 150 pounds) at no charge upon City's request for evaluation. Depending on the outcome(s), the City would reserve the right to purchase additional product(s) from Vendor via a change order to the Value Blanket.	I agree and I acknowledge
	#16	EXCEPTIONS If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to.	None
DELIVERY DEFAULT			
	#1	The acceptance of late performance by the Purchaser shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Vendor.	I agree and I acknowledge
	#2	Purchaser may procure from another source and Vendor will be required to pay any differences in cost.	I don't agree and I don't acknowledge
PRICING			
	#1	Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should -- not-- be included in bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I agree and I acknowledge
	#2	Bidder acknowledges it would apply applicable sales tax when invoicing.	I agree and I acknowledge
	#3	Vendor's prices shall be firm throughout the 12 months, 4/1/26 to 3/31/27, with annual pricing adjustments on the anniversary of the Value Blanket award with justification, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City.	I agree and I acknowledge

	#4 Addendum 1	Picked-Up Price: Enter Unit Price per U.S. Ton of Cold Mix Picked Up By City. Unit price shall be inclusive of any associated cost to provide required weight tickets. If pricing is different based from different locations, please expound based on locations.	$135.00/Ton
	#4.1	Any Special Conditions enter here.	None
	#5 Addendum 2	Delivered Price Per Ton: Shall be an all-inclusive of Product's cost-per-ton PLUS any-and-all transported related cost Vendor may incur to provide delivery to various locations within the City of Spokane. All-inclusive cost be inclusive of any associated cost to provide required WEIGHT TICKETS. Bidder acknowledges that ALL expenses that could be incurred were taken into account in its bid response. No other costs will be allowed later.	I agree and I acknowledge
	#5.1.1 Addendum 2	All-inclusive-unit -price-per-delivered U.S. ton (inclusive per-price-ton of Product to include any-and-all transported related cost and Weight Tickets), within 0 - 10 Mile from Vendor’s location: State Unit Pricing per ton of product inclusive of delivery cost for each cold mix product that is being bid meeting Technical Requirements of bid.	$145.00/Ton
	#5.1.2 Addendum 2	All-inclusive-unit -price-per-delivered U.S. ton (inclusive per-price-ton of Product to include any-and-all transported related cost and Weight Tickets), within 11 - 20 Mile from Vendor’s location: State Unit Pricing per ton of product inclusive of delivery cost for each cold mix product that is being bid meeting Technical Requirements of bid.	$150.00/Ton
	#5.1.3 Addendum 2	All-inclusive-unit -price-per-delivered U.S. ton (inclusive per-price-ton of Product to include any-and-all transported related cost, and Weight Tickets), within 21 - 30 Mile from Vendor’s location: State Unit Pricing per ton of product inclusive of delivery cost for each cold mix product that is being bid meeting Technical Requirements of bid.	$155.00/Ton
	#5.1.4 Addendum 2	All-inclusive-unit -price-per-delivered U.S. ton (inclusive per-price-ton of Product to include any-and-all transported related cost, and Weight Tickets), within 31 - 40 Mile from Vendor’s location: State Unit Pricing per ton of product inclusive of delivery cost for each cold mix product that is being bid meeting Technical Requirements of bid.	$160.00/Ton
	#5.1.5 Addendum 2	All-inclusive-unit -price-per-delivered U.S. ton (inclusive per-price-ton of Product to include any-and-all transported related cost, and Weight Tickets), within 41 - 50 Mile from Vendor’s location: State Unit Pricing per ton of product inclusive of delivery cost for each cold mix product that is being bid meeting Technical Requirements of bid.	$165.00/Ton
	#5.2	Any Special Conditions enter here.	20-Ton Minimum Load per Delivery

	#6	Adjustments to pricing shall be the result of increases at the manufacturer's level, incurred after Value Blanket commencement date, and shall not produce a higher profit margin than that on the original Value Blanket, clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to Spokane City sufficient to justify the requested increase. Spokane City will be the sole judge as to the acceptability of sources. Acceptance of a request will be at the sole discretion of Spokane City. Retroactive price increase adjustments will not be considered.	I agree and I acknowledge
	#7	The City of Spokane reserves the right to cancel the Valve Blanket if the escalation of price is not advantageous to the City. Failure to reach agreement on a request for an increase in price(s) can, at the sole option of the City, result in the termination of the Agreement for cause.	I agree and I acknowledge
	#8	PRICE DECREASES. During the term of the Value Blanket, should the Vendor realize any or cost reductions, or enter into pricing agreements with other customers providing greater benefits or lower pricing, The Vendor shall immediately request that an amendment to the Value Blanket to provide similar pricing to the City. Price decreases may be considered and implemented at any time upon mutual consent of the parties.	I agree and I acknowledge
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD			
	#1	If you have additional information/documents to submit, upload them here.	Cold Mix Qualification Letter.pdf
	#2	If you have additional information/documents to submit, upload them here.	SDS Sheets.pdf
	#3	If you have additional information/documents to submit, upload them here.	Shamrock - City of Spokane - Cold Mix Submittal - 2026.pdf
	#4	If you have additional information/documents to submit, upload them here.	Addendum 01 - signed.pdf
	#5	If you have additional information/documents to submit, upload them here.	Addendum 02 - signed.pdf
	#6	If you have additional information/documents to submit, upload them here.	
	#7	If you have additional information/documents to submit, upload them here.	

Addendum 2
1/12/2026

ITB 6441-25
Cold Mix Bulk By The Ton (open container non bagged), As Needed Over 5-Year Period

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

Addendum 2 makes the following changes to stated sections of bid.

Pricing Sections: #5, #5.1 and #5.3 have been deleted and replaced with stated text below:
Deleted Text:
~~#5. Delivered Price: Shall be an all-inclusive-unit-price-per-per-delivered U.S. ton inclusive of any and all transported related cost Vendor may incur to provide delivery to various locations within the City of Spokane. All-inclusive cost be inclusive of any associated cost to provide required weight tickets. Bidder acknowledges that ALL expenses that could be incurred were taken into account in Vendor's all-inclusive-unit -price-per-delivered U.S. ton, as stated d in its bid response. No other costs will be allowed later.~~

~~#5.1.1 All-inclusive-unit -price-per-delivered U.S. ton, within 0 - 10 Mile from Vendor's location: State Unit Pricing for each cold mix product that is being bid meeting Technical Requirements of bid. If pricing is different from different locations, state pricing per location(s).~~

~~#5.1.2 All-inclusive-unit -price-per-delivered U.S. ton, within 11 - 20 Mile from Vendor's location: State Unit Pricing for each cold mix product that is being bid meeting Technical Requirements of bid. If pricing is different from different locations, state pricing per location(s).~~

~~#5.1.3 All-inclusive-unit -price-per-delivered U.S. ton, within 21 - 30 Mile from Vendor's location: State Unit Pricing for each cold mix product that is being bid meeting Technical Requirements of bid. If pricing is different from different locations, state pricing per location(s).~~

~~#5.1.4 All-inclusive-unit -price-per-delivered U.S. ton, within 31 -40 Mile from Vendor's location: State Unit Pricing for each cold mix product that is being bid meeting Technical Requirements of bid. If pricing is different from different locations, state pricing per location(s).~~

~~#5.1.5 All-inclusive-cost-per-delivered U.S. ton, within 41 -50 Mile from Vendor's location: State Unit Pricing for each cold mix product that is being bid meeting Technical Requirements of bid. If pricing is different from different locations, state pricing per location(s).~~

Replacement Text:

#5 Addendum 2 Delivered Price Per Ton: Shall be an all-inclusive of Product's cost-per-ton PLUS any-and-all transported related cost Vendor may incur to provide delivery to various locations within the City of Spokane. All-inclusive cost be inclusive of any associated cost to provide required WEIGHT TICKETS. Bidder acknowledges that ALL expenses that could be incurred were taken into account in its bid response. No other costs will be allowed later.

#5.1.1 Addendum 2 All-inclusive-unit -price-per-delivered U.S. ton (inclusive per-price-ton of Product to include any-and-all transported related cost and Weight Tickets), within 0 - 10 Mile from Vendor's location: State Unit Pricing per ton of product inclusive of delivery cost for each cold mix product that is being bid meeting Technical Requirements of bid.

#5.1.2 Addendum 2 All-inclusive-unit -price-per-delivered U.S. ton (inclusive per-price-ton of Product to include any-and-all transported related cost and Weight Tickets), within 11 - 20 Mile from Vendor's

location: State Unit Pricing per ton of product inclusive of delivery cost for each cold mix product that is being bid meeting Technical Requirements of bid.
*

#5.1.3 Addendum 2 All-inclusive-unit -price-per-delivered U.S. ton (inclusive per-price-ton of Product to include any-and-all transported related cost, and Weight Tickets), within 21 - 30 Mile from Vendor's location: State Unit Pricing per ton of product inclusive of delivery cost for each cold mix product that is being bid meeting Technical Requirements of bid.

#5.1.4 Addendum 2 All-inclusive-unit -price-per-delivered U.S. ton (inclusive per-price-ton of Product to include any-and-all transported related cost, and Weight Tickets), within 31 - 40 Mile from Vendor's location: State Unit Pricing per ton of product inclusive of delivery cost for each cold mix product that is being bid meeting Technical Requirements of bid.

#5.1.5 Addendum 2 All-inclusive-unit -price-per-delivered U.S. ton (inclusive per-price-ton of Product to include any-and-all transported related cost, and Weight Tickets), within 41 - 50 Mile from Vendor's location: State Unit Pricing per ton of product inclusive of delivery cost for each cold mix product tha

Rick Rinderle
Procurement Specialist

The undersigned acknowledges receipt of this Addendum.

Shamrock Paving, Inc.
Company

Chuck Green, Chief Estimator
Signature

Addendum 1
10/21/2025

ITB 6441-25
Cold Mix Bulk By The Ton (open container non bagged), As Needed Over 5-Year Period

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

Addendum 1 makes the following changes to stated sections of bid.

Technical Requirements. #8.1 Was added:
#8.1 State how soon could Pick-up or Delivery could be after placement of order. If lead time is different based on pickup, delivery, product type being ordered, or if lead time its different amount Vendor's different locations, please expound upon lead times.

Pricing. Section: #4 was deleted and replaced with stated text below:
Deleted Text:
~~#4 Picked-Up Price: Enter Unit Price per U.S. Ton of Cold Mix Picked Up By City. If pricing is different from different locations, please indicate.~~

Replacement Text:
#4 Picked-Up Price: Enter Unit Price per U.S. Ton of Cold Mix Picked Up By City. Unit price shall be inclusive of any associated cost to provide required weight tickets. If pricing is different based from different locations, please expound based on locations.

Pricing Sections: #5, #5.1 and #5.3 have been deleted and replaced with stated text below:
Deleted Text:
~~#5. Delivered Price: Enter Unit Price per U.S. Ton of Cold Mix Delivered by Contractor. If pricing is different from different locations, please indicate.~~

~~#5.1 List any delivery fees, fuel surcharges, etc. that will be charged. If not listed here, additional fees will not be allowed. Enter Here.~~

~~#5.3 Bidder acknowledges that ALL expenses that could be incurred were taken into account in Vendor's all-inclusive-cost-per-Transported-Ton stated on Pricing Form. No other costs will be allowed later.~~

Replacement Text:

#5. Delivered Price: Shall be an all-inclusive-unit-price-per-per-delivered U.S. ton inclusive of any and all transported related cost Vendor may incur to provide delivery to various locations within the City of Spokane. All-inclusive cost be inclusive of any associated cost to provide required weight tickets. Bidder acknowledges that ALL expenses that could be incurred were taken into account in Vendor's all-inclusive-unit -price-per-delivered U.S. ton, as stated d in its bid response. No other costs will be allowed later.

#5.1.1 All-inclusive-unit -price-per-delivered U.S. ton, within 0 - 10 Mile from Vendor's location: State Unit Pricing for each cold mix product that is being bid meeting Technical Requirements of bid. If pricing is different from different locations, state pricing per location(s).

#5.1.2 All-inclusive-unit -price-per-delivered U.S. ton, within 11 - 20 Mile from Vendor's location: State Unit Pricing for each cold mix product that is being bid meeting Technical Requirements of bid. If pricing is different from different locations, state pricing per location(s).

#5.1.3 All-inclusive-unit -price-per-delivered U.S. ton, within 21 - 30 Mile from Vendor's location: State Unit Pricing for each cold mix product that is being bid meeting Technical Requirements of bid. If

pricing is different from different locations, state pricing per location(s).

#5.1.4 All-inclusive-unit -price-per-delivered U.S. ton, within 31 -40 Mile from Vendor's location: State Unit Pricing for each cold mix product that is being bid meeting Technical Requirements of bid. If pricing is different from different locations, state pricing per location(s).

#5.1.5 All-inclusive-cost-per-delivered U.S. ton, within 41 -50 Mile from Vendor's location: State Unit Pricing for each cold mix product that is being bid meeting Technical Requirements of bid. If pricing is different from different locations, state pricing per location(s).

Rick Rinderle
Procurement Specialist

The undersigned acknowledges receipt of this Addendum.

Shamrock Paving, Inc.

Company

Chuck Green, Chief Estimator

Signature

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: SHAMROCK PAVING, INC.

Business name: SHAMROCK PAVING INC.

Entity type: Profit Corporation

UBI #: 328-031-141

Business ID: 001

Location ID: 0002

Location: Active

Location address: 110 N HAYFORD RD
SPOKANE WA 99224-9555

Mailing address: PO BOX 19263
SPOKANE WA 99219-9263

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration dat	First issuance d
Airway Heights General Business - Non-Resident				Active	Dec-31-2026	Apr-30-2024
Deer Park General Business - Non-Resident				Active	Dec-31-2026	Sep-09-2024
Spokane General Business - Non-Resident	T12008193BUS			Active	Dec-31-2026	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Dec-31-2026	May-21-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
MAIERS, PAMP G	
MAIERS, PAMP M	

Registered Trade Names

Registered trade names	Status	First issued

Registered trade names	Status	First issued
MURPHY BROS.	Active	Feb-09-2012
MURPHY BROS. CO.	Active	Feb-09-2012
MURPHY BROS. COMPANY	Active	Feb-09-2012
MURPHY BROTHERS	Active	Feb-09-2012
MURPHY BROTHERS CO.	Active	Feb-09-2012
MURPHY BROTHERS COMPANY	Active	Feb-09-2012
SHAMROCK PAVING INC.	Active	Feb-04-2015

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 1/26/2026 2:30:31 PM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported

110 North Hayford Road
P.O. Box 19263
Spokane, WA 99219
P: 509-244-2800
F: 509-244-2949

Contractors REG #
SHAMRP099LM

January 15, 2026

City of Spokane

Cold Mix Qualification

To whom it may concern,

Shamrock Paving has been producing cold mix asphalt using the Elasti-Patch binder for over 15 years at our facility located at 110 N. Hayford Rd. Shamrock Paving has supplied this material to the City of Spokane as well as other municipalities and private owners since we've been manufacturing the material.

The material is mixed in accordance with the manufacture's recommendations.

Please feel free to call me directly if you have any questions or concerns.

Sincerely,

Josh Chapman

Chief Quality Control Manager

Shamrock Paving, Inc. / Central Washington Asphalt, Inc.

Shamrock Paving, Inc.
110 N. Hayford Rd.
Spokane, WA 99224
509.244.2800

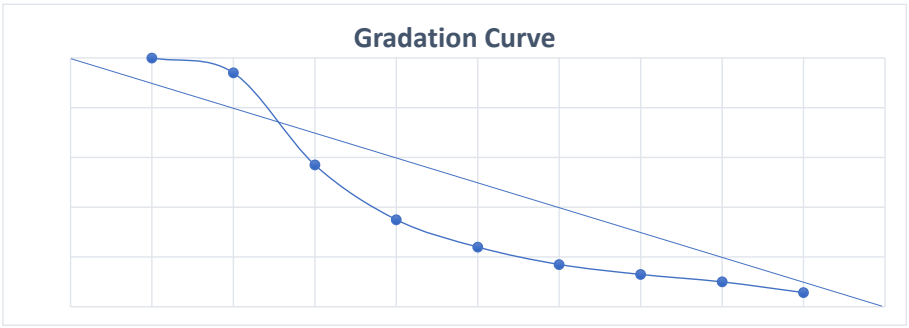
Asphalt Mix Submittal Report

Submittal Information		Mix Information	
Producer	Shamrock Paving, Inc.	**Mix ID**	1604
Plant	Hayford Hot Plant	**Mix Name**	Cold Patch
Contact	Jamie Hess	**Mix Class**	3/8" Cold Mix
Email	JamieH@cwainc.us	**Mix Category**	Cold Patch
Phone	509.956.9556	**Traffic Designation**	0.0 < 50 Million ESAL
Fax	509.765.8052	**Aggregate Nominal Size**	3/8" / 9.5mm
Prepared By	Shamrock Paving, Inc.	**Binder**	Elasti-Patch
Date Prepared	January 2026	**Flash Point**	268°C (AASHTO T-48)
Design Criteria	Cold Patch - Private Works	**Elastic Recovery %**	37% (AASHTO T-301)
Intended Use	City of Spokane	**Original DSR @ 58°C**	G*/Sin (delta) - 2.08kPa (AASHTO T-315)
Submitted By	Shamrock Paving, Inc. - Quality Management	**RTFO DSR @ 58°C**	G*/Sin (delta) - 4.05kPa (AASHTO T-315)
		Specific Gravity @ 15°C	1.028

Aggregate	Type	Name	Supplier / Source	Blend %
Aggregate	Coarse Aggregate	3/8" Chips	WSDOT ASA C-336	25%
Aggregate	Mixed Fine Aggregate	3/8" x 0	WSDOT ASA C-336	75%
Asphalt Binder	**Special Purpose Binder**	**Elasti-Patch+**	**Ergon Asphalt & Emulsions**	**6.1%**

Gradation

Sieve		% Passing
1/2"	(12.5mm)	100
3/8"	(9.5mm)	94
#4	(4.75mm)	57
#8	(2.36mm)	35
#16	(1.18mm)	24
#30	(600µm)	17
#50	(300µm)	13
#100	(150µm)	10
#200	(75µm)	5.7



Source	C-336	C-336	Ergon Asphalt
Blend	**25%**	**75%**	**6.1%**
Sieve	Chips	Mixed Aggregate	JMF Gradation
1/2" - 12.5mm	100	100	100
3/8 - 9.5mm	75	100	94
#4 - 4.75mm	2	74	57
#8 - 2.36mm	1	45	35
#16 - 1.18mm	1	30	24
#30 - 600µm	1	21	17
#50 - 300µm	1	14	13
#100 - 150µm	1	10	10
#200 - 75µm	1.0	7.3	5.7

If we can be any further assistance, please let us know.

Sincerely,

Shamrock Paving / Central Washington Asphalt
Quality Control
509-765-5757 / JamieH@cwainc.us

Ergon Asphalt & Emulsions, Inc.
a company that works

SAFETY DATA SHEET

1. Identification

Product identifier	**ELASTI-PATCH+**
Other means of identification	None.
Recommended use	Not available.
Recommended restrictions	None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer:	Ergon Asphalt & Emulsions, Inc.
Address:	2829 Lakeland Drive Jackson, MS 39232
Website:	www.ergonasphalt.com
Telephone:	1-800-222-7122 (Customer Service)
E-mail:	sds@ergon.com
24 hour Emergency (CHEMTREC):	North America 1-800-424-9300; International 1-703-527-3887

2. Hazard(s) identification

Physical hazards	Flammable liquids	Category 4
Health hazards	Skin corrosion/irritation	Category 2
	Specific target organ toxicity, single exposure	Category 3 narcotic effects
Environmental hazards	Not classified.	
OSHA defined hazards	Not classified.	

Label elements



Signal word	Danger
Hazard statement	Combustible liquid. May cause drowsiness or dizziness. Causes skin irritation.
Precautionary statement	
Prevention	Obtain special instructions before use. Wear protective gloves/protective clothing/eye protection/face protection. Do not handle until all safety precautions have been read and understood. Do not breathe dust/fume/gas/mist/vapors/spray. Use non-sparking tools and explosion-proof equipment.
Response	Get medical advice/attention if you feel unwell. IF exposed or concerned: Get medical advice/attention. In case of fire: Use CO2 to extinguish.
Storage	Store locked up.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	Heated product will cause thermal burns.
Supplemental information	Vapors containing hydrogen sulfide may accumulate during storage or transport. HYDROGEN SULFIDE (H2S) can be harmful if inhaled.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
ASPHALT		8052-42-4	60 - 80
Petroleum Distillates		64742-47-8	20 - 35
Other components below reportable levels			3

4. First-aid measures

Inhalation	If breathing is difficult, remove to fresh air and keep at rest in a position comfortable for breathing. Get medical attention, if needed. Call a physician if symptoms develop or persist.
Skin contact	In case of contact, immediately flush skin with plenty of water for at least 15 minutes while removing contaminated clothing and shoes. Thoroughly wash (or discard) clothing and shoes before reuse.
Eye contact	Immediately flush eyes with plenty of water for at least 15 minutes. If a contact lens is present, DO NOT delay irrigation or attempt to remove the lens. Get medical attention if irritation develops and persists.
Ingestion	Rinse mouth. Do not induce vomiting. Do not use mouth-to-mouth method if victim ingested the substance. Call a POISON CENTER or doctor/physician if you feel unwell.
Most important symptoms/effects, acute and delayed	Not available.
Indication of immediate medical attention and special treatment needed	In case of ingestion, the decision of whether or not to induce vomiting should be made by the attending physician. Certain pre-existing conditions may make workers particularly susceptible to the effects of this chemical: asthma, allergies, impaired pulmonary function.
General information	If you feel unwell, seek medical advice (show the label where possible). Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance. Discard any shoes or clothing items that cannot be decontaminated.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2). Addition of water or foam to the fire may cause frothing.
Unsuitable extinguishing media	Do not use a solid water stream as it may scatter and spread fire.
Specific hazards arising from the chemical	Fire may produce irritating, corrosive and/or toxic gases. Development of hazardous combustion gases or vapours possible in the event of fire.
Special protective equipment and precautions for firefighters	Firefighters must use standard protective equipment including flame retardant coat, helmet with face shield, gloves, rubber boots, and in enclosed spaces, SCBA. Firefighters should wear full protective clothing including self contained breathing apparatus. Structural firefighters protective clothing will only provide limited protection.
Fire fighting equipment/instructions	In case of fire and/or explosion do not breathe fumes. Firefighters must use standard protective equipment including flame retardant coat, helmet with face shield, gloves, rubber boots, and in enclosed spaces, SCBA. ALWAYS stay away from tanks engulfed in flame. Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. In the event of fire, cool tanks with water spray. By fire, toxic gases may be formed (COx, NOx). Keep run-off water out of sewers and water sources. Dike for water control.
Specific methods	In the event of fire and/or explosion do not breathe fumes. In the event of fire, cool tanks with water spray. Use water spray to cool unopened containers.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Wear appropriate protective equipment and clothing during clean-up. Ventilate closed spaces before entering them. Do not touch or walk through spilled material.
Methods and materials for containment and cleaning up	ELIMINATE all ignition sources (no smoking, flares, sparks or flames in immediate area). Dike far ahead of spill for later disposal. Following product recovery, flush area with water. Never return spills in original containers for re-use.
Environmental precautions	Prevent further leakage or spillage if safe to do so. Runoff or release to sewer, waterway or ground is forbidden.

7. Handling and storage

Precautions for safe handling	Do not use in areas without adequate ventilation. Wash hands thoroughly after handling. Wash hands after handling. Observe good industrial hygiene practices. Hydrogen sulfide, a very highly toxic gas, may be present with this material. Keep face clear of tank and/or tank car openings.
Conditions for safe storage, including any incompatibilities	Prevent electrostatic charge build-up by using common bonding and grounding techniques. Store in a well-ventilated place. Keep the container tightly closed and dry. Store in a closed container away from incompatible materials. Keep out of the reach of children.

8. Exposure controls/personal protection

Occupational exposure limits

US. ACGIH Threshold Limit Values

Components	Type	Value	Form
ASPHALT (CAS 8052-42-4)	TWA	0.5 mg/m3	Inhalable fume.

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value	Form
ASPHALT (CAS 8052-42-4)	Ceiling	5 mg/m3	Fume.
Petroleum Distillates (CAS 64742-47-8)	TWA	100 mg/m3	

Biological limit values No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls Provide adequate ventilation, including appropriate local extraction, to ensure that the defined occupational exposure limit is not exceeded.

Individual protection measures, such as personal protective equipment

Eye/face protection Safety glasses. If risk of splashing, wear safety goggles or face shield.

Skin protection

Hand protection Use gloves with long sleeves. When handling hot material, use heat resistant gloves.

Other Thermally protective apron and long sleeves are recommended when volume of hot material is significant.

Respiratory protection When workers are facing concentrations above the exposure limit they must use appropriate certified respirators.

Thermal hazards During product use, there is a risk of thermal burns. Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance Brown to black in color.

Physical state Liquid.

Form Liquid.

Color Brown - black

Odor Aromatic Mild Petroleum Odor

Odor threshold Not available.

pH Not available.

Melting point/freezing point Not available.

Initial boiling point and boiling range 320 - 550 °F (160 - 287.78 °C)

Flash point > 150.0 °F (> 65.6 °C)

Evaporation rate < 1

Flammability (solid, gas) Not available.

Upper/lower flammability or explosive limits

Flammability limit - lower (%) 0.3 %

Flammability limit - upper (%) 5 %

Explosive limit - lower (%) Not available.

Explosive limit - upper (%) Not available.

Vapor pressure < 50 psi

Vapor density > 4.5

Relative density	Not available.
Solubility(ies)	
Solubility (water)	Not available.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	490 °F (254.44 °C)
Decomposition temperature	Not available.
Viscosity	Not available.

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Risk of ignition. Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to avoid	Heat, flames and sparks. Avoid temperatures exceeding the flash point.
Incompatible materials	Strong oxidizing agents.
Hazardous decomposition products	Upon decomposition, this product emits oxides of sulfur, carbon monoxide, carbon dioxide and/or low molecular weight hydrocarbons.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Prolonged inhalation may be harmful.
Skin contact	May be irritating to the skin.
Eye contact	May be irritating to eyes.
Ingestion	Expected to be a low ingestion hazard.
Symptoms related to the physical, chemical and toxicological characteristics	Not available.

Information on toxicological effects

Acute toxicity	Not available.
Skin corrosion/irritation	Prolonged skin contact may cause temporary irritation.
Serious eye damage/eye irritation	Irritating to eyes.

Respiratory or skin sensitization

Respiratory sensitization	Not available.
Skin sensitization	Irritating to skin.
Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

Carcinogenicity

IARC Monographs. Overall Evaluation of Carcinogenicity

ASPHALT (CAS 8052-42-4) 2B Possibly carcinogenic to humans.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1052)

Not regulated.

US. National Toxicology Program (NTP) Report on Carcinogens

Not listed.

Reproductive toxicity	Suspected of damaging fertility or the unborn child.
Specific target organ toxicity - single exposure	Not available.
Specific target organ toxicity - repeated exposure	May cause damage to organs through prolonged or repeated exposure.
Aspiration hazard	Not available.
Chronic effects	Prolonged inhalation may be harmful. May cause eczema-like skin disorders (dermatitis).

12. Ecological information

Ecotoxicity Not expected to be harmful to aquatic organisms.

Product		Species	Test Results
ELASTI-PATCH+			
Aquatic			
Fish	LC50	Fish	12.0833 mg/l, 96 hours estimated

Components		Species	Test Results
Petroleum Distillates (CAS 64742-47-8)			
Aquatic			
Fish	LC50	Rainbow trout,donaldson trout (Oncorhynchus mykiss)	2.9 mg/l, 96 hours

* Estimates for product may be based on additional component data not shown.

Persistence and degradability No data is available on the degradability of this substance.

Bioaccumulative potential Not available.

Mobility in soil Not available.

Other adverse effects No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions Disposal recommendations are based on material as supplied. Disposal must be in accordance with current applicable laws and regulations, and material characteristics at time of disposal.

Hazardous waste code The waste code should be assigned in discussion between the user, the producer and the waste disposal company.

Waste from residues / unused products Dispose of in accordance with local regulations. Avoid discharge into water courses or onto the ground.

Contaminated packaging Residual vapors may explode on ignition; do not cut, drill, grind, or weld on or near this container.

14. Transport information

DOT

UN number UN1999
UN proper shipping name Tars, liquid
Transport hazard class(es)
Class 3
Subsidiary risk -
Packing group IIII
Special precautions for user Not available.

IATA

UN number UN1999
UN proper shipping name Tars, liquid
Transport hazard class(es)
Class 3
Subsidiary risk -
Packing group III
Environmental hazards No.
ERG Code 3L
Special precautions for user Not available.
Other information
Passenger and cargo aircraft Allowed with restrictions.
Cargo aircraft only Allowed with restrictions.

IMDG

UN number UN1999
UN proper shipping name Tars, liquid

Transport hazard class(es)

Class	3
Subsidiary risk	-
Packing group	III
Environmental hazards	
Marine pollutant	No.
EmS	F-E, S-E
Special precautions for user	Not available.
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	Not available.

DOT



IATA; IMDG



15. Regulatory information

US federal regulations

This product is not known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
One or more components are not listed on TSCA.

CERCLA/SARA Hazardous Substances - Not applicable.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

ASPHALT (CAS 8052-42-4) Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1052)

Not regulated.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

SARA 302 Extremely hazardous substance

Not listed.

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations

California Proposition 65

California Proposition 65 - CRT: Listed date/Carcinogenic substance

ASPHALT (CAS 8052-42-4) Listed: January 1, 1990

US. California. Candidate Chemicals List. Safer Consumer Products Regulations (Cal. Code Regs, tit. 22, 69502.3, subd. (a))

ASPHALT (CAS 8052-42-4)
Petroleum Distillates (CAS 64742-47-8)

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
Taiwan	Taiwan Chemical Substance Inventory (TCSI)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)
A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date 10-30-2020

Version # 01

Further information HMIS® is a registered trade and service mark of the NPCA.

NFPA ratings
Health: 2
Flammability: 2
Instability: 0

References
ACGIH
EPA: AQUIRE database
NLM: Hazardous Substances Data Base
US. IARC Monographs on Occupational Exposures to Chemical Agents
Taiwan. Toxic Materials (Rules on Hazard Communication of Dangerous Materials and Toxic Materials)
HSDB® - Hazardous Substances Data Bank
IARC Monographs. Overall Evaluation of Carcinogenicity
National Toxicology Program (NTP) Report on Carcinogens
ACGIH Documentation of the Threshold Limit Values and Biological Exposure Indices
Japan Society for Occupational Health, Recommendation of Occupational Exposure Limits

Disclaimer The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: SHAMROCK PAVING, INC.

Business name: SHAMROCK PAVING INC.

Entity type: Profit Corporation

UBI #: 328-031-141

Business ID: 001

Location ID: 0002

Location: Active

Location address: 110 N HAYFORD RD
SPOKANE WA 99224-9555

Mailing address: PO BOX 19263
SPOKANE WA 99219-9263

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Airway Heights General Business - Non-Resident				Active	Dec-31-2026	Apr-30-2024
Deer Park General Business - Non-Resident				Active	Dec-31-2026	Sep-09-2024
Spokane General Business - Non-Resident	T12008193BUS			Active	Dec-31-2026	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Dec-31-2026	May-21-2012
Wenatchee General Business - Non-Resident				Active	Jan-31-2027	Jan-30-2026

Owners and officers on file with the Department of Revenue

Owners and officers	Title
MAIERS, PAMP G	
MAIERS, PAMP M	

Registered Trade Names

Registered trade names	Status	First issued

Registered trade names	Status	First issued
MURPHY BROS.	Active	Feb-09-2012
MURPHY BROS. CO.	Active	Feb-09-2012
MURPHY BROS. COMPANY	Active	Feb-09-2012
MURPHY BROTHERS	Active	Feb-09-2012
MURPHY BROTHERS CO.	Active	Feb-09-2012
MURPHY BROTHERS COMPANY	Active	Feb-09-2012
SHAMROCK PAVING INC.	Active	Feb-04-2015

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 2/4/2026 9:09:17 AM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported

Client#: 148076 CENTWASH31

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Laurie Ross	
Propel Insurance 601 Union Street; Suite 3400 COM Construction Seattle, WA 98101-1371	PHONE (A/C, No, Ext): 800 499-0933	FAX (A/C, No): 866 577-1326
	E-MAIL ADDRESS: Laurie.Ross@propelinsurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Shamrock Paving Inc. P.O. Box 19263 Spokane, WA 99219	INSURER A : Zurich American Insurance Company	16535
	INSURER B : American Guarantee and Liability Ins.Co	26247
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLA039838108	03/31/2025	03/31/2026	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X BI/PD Ded:25000						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			GLA039838108	03/31/2025	03/31/2026	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X PD Ded $25k							$
B	X UMBRELLA LIAB X OCCUR			AUC039848408	03/31/2025	03/31/2026	EACH OCCURRENCE	$2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$2,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		GLA039838108 WA Stop Gap	03/31/2025	03/31/2026	PER STATUTE X OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Cold Mix Bulk By The Ton (open container non bagged), As Needed Over 5-Year Period.
City of Spokane, its officers and employees are included as additional insured, as set forth in the attached form(s).

CERTIFICATE HOLDER	CANCELLATION
City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLA 0398381 - 08	Effective Date: 03/31/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

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(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

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F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Engineers, Architects Or Surveyors Not Engaged By The Named Insured:
ANY ENGINEERS, ARCHITECTS OR SURVEYORS WHILE NOT ENGAGED BY YOU, TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS., Any Engineers, Architects or Surveyors while not engaged by you, to whom or to which you are required to provide additional insured status in a written contract or written agreement executed prior to the loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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Waiver Of Subrogation (Blanket) Endorsement

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem.	Return Prem.
GLA 0398381 - 08	03/31/2025	03/31/2026		06191000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):	Any construction project except a construction project for which a consolidated (wrap-up) or similar insurance program has been provided.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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Washington - Blanket Notification To Others Of Cancellation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLA 0398381 - 08	Effective Date: 03/31/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification that such Coverage Part has been cancelled to each person or organization issued a Certificate of Insurance shown in a Schedule provided to us by the First Named Insured. Such Schedule:

1. Must be initially provided to us within 15 days:

a. After the beginning of the policy period shown in the Declarations; or

b. After this endorsement has been added to policy;

2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;

3. Must be in an electronic format that is acceptable to us; and

4. Must be accurate.

Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs **2. 3.** and **4.** above.

B. Our delivery of the electronic notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph **A.** of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.

C. Proof of e-mailing the electronic notification will be sufficient proof that we have complied with Paragraphs **A.** and **B.** of this endorsement.

D. Our delivery of electronic notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:

1. Extend the Coverage Part cancellation date;

2. Negate the cancellation; or

3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

E. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Washington Blanket Notification To Others Of Cancellation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLA 0398381 - 08	Effective Date: 03/31/2025

This endorsement modifies insurance provided under the:

Auto Dealers Coverage Form
Business Auto Coverage Form
Motor Carrier Coverage Form

A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification that such Coverage Part has been cancelled to each person or organization issued a Certificate of Insurance shown in a Schedule provided to us by the First Named Insured. Such Schedule:

1. Must be initially provided to us within 15 days:

a. After the beginning of the policy period shown in the Declarations; or

b. After this endorsement has been added to policy;

2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;

3. Must be in an electronic format that is acceptable to us; and

4. Must be accurate.

Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs **2.**, **3.** and **4.** above.

B. Our delivery of the electronic notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph **A.** of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.

C. Proof of e-mailing the electronic notification will be sufficient proof that we have complied with Paragraphs **A.** and **B.** of this endorsement.

D. Our delivery of electronic notification described in Paragraphs **A.** and **B**. of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:

1. Extend the Coverage Part cancellation date;

2. Negate the cancellation; or

3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

E. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Coverage Extension Endorsement

ZURICH®

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLA 0398381 - 08	Effective Date: 03/31/2025

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any “employee” of yours is also an “insured” while operating an “auto” hired or rented under a contract or agreement in an “employee’s” name, with your permission, while performing duties related to the conduct of your business.

b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don’t own, hire or borrow to transport your clients or other persons in activities necessary to your business.

c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form**:**

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the 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.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

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D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

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(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 for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

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If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or

2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;

2. Repair;

3. Servicing;

4. "Loss"; or

5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

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This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

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V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered “auto” is stolen and recovered, we will pay the cost of transport to return the “auto” to you. We will pay only for those covered “autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Commercial Umbrella Liability Policy



There are provisions in this policy that restrict coverage. Read the entire policy carefully to determine your 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 in **SECTION V. DEFINITIONS** of this policy.

Words and phrases that are printed in bold-face type are defined in this policy. These definitions are found in **SECTION V. DEFINITIONS** of this policy or in the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations and in accordance with the provisions of this policy we agree with you to provide coverage as follows:

Insuring Agreements

SECTION I. COVERAGE

A. Coverage A - Excess Follow Form Liability Insurance

Under **Coverage A**, we will pay on behalf of the **insured** those damages covered by this insurance in excess of the total applicable limits of **underlying insurance**. With respect to **Coverage A**, this policy includes:

1. The terms and conditions of **underlying insurance** to the extent such terms and conditions are not inconsistent or do not conflict with the terms and conditions referred to in Paragraph **2**. below; and

2. The terms and conditions that apply to **Coverage A** of this policy.

Notwithstanding anything to the contrary contained above, if **underlying insurance** does not apply to damages, for reasons other than exhaustion of applicable Limits of Insurance by payment of **loss**, then **Coverage A** does not apply to such damages. Also, **Coverage A** does not apply to any form of **casualty business crisis expense** insurance even if such insurance is afforded under **underlying insurance** or would have been afforded except for the exhaustion of the Limits of Insurance of **underlying insurance**.

B. Coverage B - Umbrella Liability Insurance

Under **Coverage B**, we will pay on behalf of the **insured** those damages the **insured** becomes legally obligated to pay by reason of liability:

1. Imposed by law because of **bodily injury**, **property damage**, or **personal and advertising injury**; or

2. Assumed under an **insured contract** because of **bodily injury** or **property damage**;

covered by this insurance but only if the injury, damage or offense arises out of your business, takes place during the policy period of this policy and is caused by an **occurrence** happening anywhere. We will pay such damages in excess of the **Retained Limit** specified in Item **5.** of the Declarations or the amount payable by **other insurance**, whichever is greater.

Coverage B does not apply to any **loss**, claim or **suit** for which insurance is afforded under **underlying insurance** or would have been afforded except for the exhaustion of the Limits of Insurance of **underlying insurance**.

The amount we will pay for **loss** under **Coverage A** or **Coverage B** is limited as described in **SECTION II. LIMITS OF INSURANCE**.

We have no obligation under **Coverage A** and/or **Coverage B** with respect to any settlement made without our consent.

The insurance afforded under **Coverage A** and **Coverage B** applies to **bodily injury** or **property damage** only if prior to the policy period, no **designated insured** knew that the **bodily injury** or **property damage** had occurred, in whole or in part. If such a **designated insured** knew, prior to the policy period, that the **bodily injury** or **property damage** occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the policy period will be deemed to have been known prior to the policy period.

c. The duties and requirements imposed upon any **insured** under this policy will not apply to any **non-admitted jurisdiction**. However, with respect to any claims made or **suits** brought in a **non-admitted jurisdiction**, it will be the duty of the first **Named Insured** to do or cause the applicable **qualified entity** to do such things as would be required of such **qualified entity** if **Coverage A** applied directly to such claim or **suit**, including:

(1) Make such investigation, defense or settlement as we deem reasonable;

(2) Obtain our approval for any payment; and

(3) Effect approved payments to others, in accordance with the terms and conditions of this insurance.

d. Under **Coverage B**, this policy does not apply to any liability, damage, **loss**, cost or expense arising out of any operations or activities of a **qualified entity**.

e. We will promptly pay the first **Named Insured** at the mailing address listed in Item **2.** of the Declarations the amount of damages covered under the terms of this policy. If the first **Named Insured** or any **qualified entity** recovers from any third party all or part of any amount that we have paid pursuant to this insurance, the first **Named Insured** will promptly reimburse the amount of any such recovery to us.

10. Legal Action Against Us

There will be no right of action against us under this insurance unless:

a. You have complied with all the terms of this policy; and

b. The amount you owe has been determined by settlement with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a party in an action against you to determine your liability.

11. Maintenance of Underlying Insurance

During the period of this policy, you agree:

a. To keep the policies listed in the Schedule of Underlying Insurance in full force and effect;

b. That the Limits of Insurance of the policies listed in the Schedule of Underlying Insurance will be maintained except for any reduction or exhaustion of limits by payment of claims or **suits** for damages covered by **underlying insurance**;

c. The policies listed in the Schedule of Underlying Insurance may not be canceled or not renewed by you without notifying us, and you agree to notify us in the event an insurance company cancels or declines to renew any policy listed in the Schedule of Underlying Insurance; and

d. Renewals or replacements of the policies listed in the Schedule of Underlying Insurance will not be materially changed without our agreement.

If you fail to comply with these requirements, we will only be liable to the same extent that we would have been had you fully complied with these requirements.

12. Miscellaneous Unintentional Errors and Omissions

Any unintentional error or omission in the description of, or failure to describe completely, any premises or operations intended to be covered by this policy, shall not invalidate or affect the coverage for those operations or premises. However, the **insured** must report such error or omission to the company as soon as practicable after its discovery.

13. Other Insurance

If **other insurance** applies to damages that are also covered by this policy, this policy will apply excess of the **other insurance**. However, this provision will not apply:

a. If the **other insurance** is written to be excess of this policy; or

b. With respect to **Coverage A** only, if the **named insured** has agreed in a written contract to carry insurance to apply prior to and be non-contributory with that of another person or organization's insurance, but only as respects damages arising out of insured operations or work on behalf of the **named insured** performed under such written contract. The limits available to the other person or organization will be the lesser of the policy limits or the minimum limits required by such written contract. In that case, **other insurance** of that person or organization will apply as excess and not contribute prior to the insurance afforded by this policy.

Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such **other insurance**.

14. Premium

The premium for this policy as stated in Item **6.** of the Declarations is a flat premium. It is not subject to adjustment unless an endorsement is attached to this policy.

15. Separation of Insureds

Except with respect to the Limits of Insurance, 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.

16. Terms Conformed to Statute

The terms of this policy which are in conflict with the statutes, laws, ordinances or regulations in any country, jurisdiction, state or province where this policy is issued are amended to conform to such statutes, laws, ordinances or regulations. If we are prevented by law or statute from paying on behalf of the **insured**, then we will, where permitted by law or statute, indemnify the **insured**.

17. Transfer of Rights of Recovery Against Others to Us

a. If the **insured** has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The **insured** must do nothing after the **loss** to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

However, if any **insured** is required by a written contract or agreement which is executed before a **loss** to waive their rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations for which the **insured** has not waived their rights of recovery by contract.

b. Any amount recovered will be apportioned in the inverse order of payment of **loss** to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.

18. Transfer of Your Rights and Duties

Your rights and duties under this insurance may not be transferred without our written consent. If you die, then 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 temporary custody of your property will have your rights and duties but only with respect to that property.

19. When Loss is Payable

Coverage under this policy will not apply until the **insured**, or the **insured's** underlying insurer has paid or is legally obligated to pay the full amount of the Underlying Limits of Insurance or **Retained Limit**.

When the amount of **loss** is determined by an agreed settlement or on a final judgment against an **insured** obtained after an actual trial, we will promptly pay on behalf of the **insured** the amount of **loss** covered under the terms of this policy. The first **Named Insured** will promptly reimburse us for any amount within the **Retained Limit** paid by us.

20. Violation of Economic or Trade Sanctions

If coverage for a claim or **suit** under this policy is in violation of any economic or trade sanctions of the United States of America then coverage for that claim or **suit** will be null and void.

B. The following Condition is applicable to **Coverage A** and **Coverage B**:

1. Notice of Occurrence, Claim or Suit

a. You must see to it that we are notified as soon as practicable of an **occurrence** which may result in damages covered by this policy.

To the extent possible, notice will include:

(1) How, when and where the **occurrence** took place;

Schedule of Forms and Endorsements

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
AUC 0398484-08	03/31/2025	03/31/2026	03/31/2025	06191000	----------	----------

Named Insured and Mailing Address:

CENTRAL WASHINGTON ASPHALT, INC.
P O BOX 939
MOSES LAKE, WA 98837-9118

Producer:

PROPEL INSURANCE
601 UNION ST STE 3400
SEATTLE, WA 98101-1371

Form Name	Form Number	Edition Date
Important Notice - In Witness Clause	U-GU-319-F	(01/09)
Schedule Of Taxes, Surcharges Or Fees	U-GU-616-A CW	(10/02)
Disclosure of Important Information Relating to Terrorism Risk Insurance Act	U-GU-630-E CW	(01/20)
Commercial Umbrella Liability Policy Declarations	U-UMB-D-101-C CW	(03/10)
Schedule of Underlying Insurance	U-UMB-105-A CW	(07/99)
Extended Schedule of Underlying Insurance	U-UMB-106-A CW	(07/99)
Commercial Umbrella Liability Policy	U-UMB-103-C CW	(03/10)
Certified Act of Terrorism Exclusion - Coverages A& B	U-UMB-408-C MU	(01/15)
Care, Custody Or Control Exclusion	U-UMB-129-B CW	(07/03)
Contractors Limitation Endorsement With Consolidated (Wrap-Up) Insurance Program Excluded	U-UMB-134-D CW	(01/14)
Cross Suits Exclusion	U-UMB-141-A CW	(07/99)
Employee Benefits Liability Follow Form	U-UMB-167-B CW	(07/03)
Lead Exclusion	U-UMB-193-A CW	(07/99)
Products-Completed Operations Hazard Follow Form	U-UMB-224-A CW	(07/99)
Fungus or Bacteria Exclusion	U-UMB-385-C MU	(07/19)
Designated Work Exclusion	U-UMB-424-A CW	(07/03)
Silica or Silica Mixed Dust Exclusion	U-UMB-488-A CW	(06/04)
Total Pollution Exclusion	U-UMB-524-B CW	(03/10)

Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability Exclusion	U-UMB-920-A CW	(01/15)
Sanctions Exclusion Endorsement	U-GU-1191-A CW	(03/15)
Washington Changes	U-UMB-341-C WA	(04/10)
Exclusion-Recording And Distribution Of Material Or Information In Violation Of Law	U-UMB-525-F CW	(01/14)
Umbrella Amendatory Endorsement	U-UMB-906-A CW	(01/14)

Schedule of Underlying Insurance

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
AUC 0398484-08	03/31/2025	03/31/2026	03/31/2025	06191000	----------	----------

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SEATTLE, WA 98101-1371

Company, Policy No. and Term	Coverage	Applicable Limits	
A. Company: Zurich American Insurance Company	Commercial General Liability	$2,000,000	Premises - Each Occurrence
Policy No: GLA 0398381 08	General Liability	$2,000,000	Products / Completed Ops - Each Occurrence
Term: 03/31/2025 to 03/31/2026		$4,000,000	Products / Completed Operations Aggregate
		$4,000,000	General Aggregate
		$2,000,000	Personal Injury/ Advertising Injury
	Including Employee Benefits	$1,000,000	Employee Benefits - Each Claim
		$2,000,000	Employee Benefits - General Aggregate

Company, Policy No. and Term	Coverage	Applicable Limits	
B. Company: Zurich American Insurance Company	Commercial Auto Liability	$2,000,000	Combined Single Limit
Policy No: GLA 0398381 08	Automobile Liability		
Term: 03/31/2025 to 03/31/2026			

Extended Schedule of Underlying Insurance

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
AUC 0398484-08	03/31/2025	03/31/2026	03/31/2025	06191000	----------	----------

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SEATTLE, WA 98101-1371

Company, Policy No. and Term		Coverage	Applicable Limits	
Company:	Zurich American Insurance Company	Stop Gap	$1,000,000	Bodily Injury By Accident - Each Accident
Policy No:	GLA 0398381 08	Stop Gap	$1,000,000	Bodily Injury By Disease - Each Employee
Term:	03/31/2025 to 03/31/2026		$1,000,000	Bodily Injury By Disease - Policy Limit

Company, Policy No. and Term		Coverage	Applicable Limits	
Company:	Safeco Insurance Company of America	Personal Umbrella Policy		
Policy No:	UH2015922	Pamp M. and Kimberly L. Maiers		
Term:	06/16/2023 to 06/16/2024			
			$5,000,000	Each Occurrence

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Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 02/19/2026

Committee Agenda type: Consent

Council Meeting Date: 03/09/2026

Date Rec'd	2/4/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	STREETS	**Bid #**	
Contact Name/Phone	CLINT HARRIS 625-7744	**Requisition #**	
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	MASTER VALUE BLANKET FOR COLD MIX – LAKESIDE		

Agenda Wording

The Street Department is seeking approval for a Master Value Blanket with three companies for the purchase of cold mix bulk by the ton (open container non bagged) as needed over a 5-year period. The 5-year expenditure would not exceed $400,000 (including tax).

Summary (Background)

Bid ITB 6441-25 was awarded to three companies - Inland Asphalt Company, Lakeside Industries, Inc., and Shamrock Paving. The Street Department seeks to create a Value Blanket with each of the three companies as each has a different product with specific asphalt oil blends and aggregate requirements. These Value Blankets will be for a 5-year period (4/1/26-3/31/31). The cold mix asphalt is used by the Street Department when hot mix asphalt is not available.

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 400,000
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 400,000	**#** VARIOUS
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	HARRIS, CLINT E.		
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Rob Rosson rob.rosson@lakesideindustries.com	ceharris@spokanecity.org
jwthomas@spokanecity.org	kaiumu@spokanecity.org
streetaccounting@spokanecity.org	rrinderle@spokanecity.org

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/23/2026

Committee Agenda type: Consent

Council Meeting Date: 03/16/2026

Date Rec'd	2/4/2026		
Clerk's File #	OPR 2026-0136		
Cross Ref #			
Project #			
Submitting Dept	STREETS	**Bid #**	
Contact Name/Phone	CLINT HARRIS 625-7744	**Requisition #**	
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	MASTER VALUE BLANKET FOR COLD MIX – LAKESIDE		

Agenda Wording

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Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
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Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 400,000	**#** VARIOUS
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	HARRIS, CLINT E.		
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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jwthomas@spokanecity.org	kaiumu@spokanecity.org
streetaccounting@spokanecity.org	rrinderle@spokanecity.org

Bid Response Summary

Bid Number	ITB 6441-25
Bid Title	Cold Mix Bulk By The Ton (open container non bagged), As Needed Over 5-Year Period
Due Date	Monday, January 26, 2026 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Lakeside Industries, Inc.
Submitted By	Rob Rosson - Monday, January 26, 2026 9:18:14 AM [(UTC-08:00) Pacific Time (US & Canada)] rob.rosson@lakesideindustries.com 4253132681
Comments	

Question Responses

Group	Reference Number	Question	Response
BACKGROUND			
	#1	The City of Spokane, through the Street Department, Sewer Maintenance, and Water Department, is initiating this Invitation To Bid (ITB) to solicit Bids from Vendors who have a proven ability to provide spec'd bulk Cold Mix by the ton, as needed over a five-year period. It is anticipated that multiple awards would be made, so the departments can purchase products that meets their needs for efficiency and effectiveness during the time of year when the hot mix asphalt plants are not open.	I agree and I acknowledge
	#2	This is NOT an all-or-nothing Bid. City Departments are encouraged to use the Value Blanket Order that would result from this bid process; the City does not have MANDATORY Value Blanket Orders.	I agree and I acknowledge
	#3	Estimated five-year expenditure is $1,750,000 or less. This is an estimate only and the City of Spokane does not guarantee it. Vendor(s) will only be paid for actual tons picked up or delivered, supported by weigh tickets.	I agree and I acknowledge
	#4	Historical Monthly Ton Usage from, January 1, 2021 through September 15, 2025 is attached for reference only, this is no guarantee of future usage. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process.	I agree and I acknowledge
	#4.1	Quantities shown are estimates only and are not guaranteed. Actual usage may be more or less.	I agree and I acknowledge
	#5	The bid is not based on low price only.	I agree and I acknowledge
BID SUBMISSION			
	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and I acknowledge

	#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. Pacific Local Time, on the bid due date.	I agree and I acknowledge
	#3	All communication between the Bidder and the City upon receipt of this bid shall be via the “Clarification Tab” within ProcureWare. Any other communication will be considered unofficial and non-binding on the City	I agree and I acknowledge
INTERPRETATION			
	#1	If the Bidder discovers any errors, discrepancies or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify the contact person in writing. Any corrections issued by the Purchaser will be incorporated into the resulting Value Blanket(s).	I agree and I acknowledge
WITHDRAWAL OF BIDS			
	#1	Bidders may withdrawal bid prior to the scheduled bid due date. Unless otherwise specified, no Bids may be withdrawn for a minimum of seventy-five (75) calendar days after the bid due date.	I agree and I acknowledge
EVALUATIONS OF BIDS			
	1	Evaluation of Bids shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items bid, their conformity to specifications and the purpose for which they are required. C. The Bidder’s ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. I. Any other information having a bearing on the decision to award the contract.	I agree and I acknowledge
BIDDING ERRORS			
	#1	Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Bid.	I agree and I acknowledge
REJECTION OF BIDS			

	#1	The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in ids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.	I agree and I acknowledge
BIDDER PREQUALIFICATION			
	#1	Prior to award of Value Blanket(s), Bidder(s) shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the City.	I agree and I acknowledge
AWARD OF VALUE BLANKET(S)			
	#1	Award of Value Blanket(s), when made, will be to the Bidder(s) whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. Unsuccessful Bidders will not automatically be notified of Bid results.	I agree and I acknowledge
MULTIPLE AWARDS			
	#1	More than one Valve Blanket may be awarded. Award of Value Blanket(s), when and if made, will be to the Bidder(s) whose Bid(s) are most favorable to the City. Value Blanket(s) are optional (non-exclusive) use. The City Council shall make the award of Value Blanket(s).	I agree and I acknowledge
PAYMENT TERMS			
	#1	Payment shall be made Net 30 via direct deposit/ACH (except as provided by state law) according to terms after receipt of the accepted goods. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I agree and I acknowledge
INVOICING			
	#1	Invoices must be submitted to within 30 days of any pick up or delivery. • All Invoices shall include Value Blanket Number, Copies of City-signed Weigh Tickets, Unit Pricing per resulting Value Blanket. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the picked up or delivered tons, and compliance with Value Blanket. Original invoices are required and shall not be approved for payment until all required support is provided. Invoices shall be emailed to applicable department: Street Department: erasc@spokanecity.org / Sewer Maintenance: sspence@spokanecity.org / Water Department: WaterAccounting@spokanecity.org	I agree and I acknowledge

TERMS AND CONDITIONS			
	#1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I agree and I acknowledge
	#1.2	EXCEPTION: If you took exception above, upload here.	
	#2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	I certify
ADDITIONAL ITEMS			
	#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms and conditions.	Yes
INTERLOCAL PURCHASE AGREEMENTS			
	#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	Yes
PCB CERTIFICATION			
	#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes
	#2	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	No
	#3	If so were PCBs found at a measurable level?	No
	#4	If so were PCBs found at a measurable level?	No

	#5	If so attach the results or note from whom the results can be obtained.		
	#6	Do you have reason to believe the product contains measurable levels of PCBs?	No	
	#7	Do you have reason to believe the product packaging contains measurable levels of PCBs	No	
BIDDER INFORMATION				
	#1	Please indicate the appropriate point of contact (including phone number and email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Alex Salud 425-295-5344 alex.salud@lakesideindustries	
ORGANIZATION				
	#1	Organization: Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Lakeside Industries, Inc.	
BUSINESS REGISTRATION:				
	1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Bidder does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination. Microsoft Word - Business License Exemption Request Form - Rev 03-2025 (https://static.spokanecity.org/documents/business/doingbusiness/business-license-exemption-request-form-2025-05-22.pdf)	I agree and I acknowledge	
	2	City of Spokane Business Registration Number:	601106847	
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE				

	1	All materials submitted to the City in responses to this competitive procurement shall become the property of the City. All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW. When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as “PROPRIETARY INFORMATION.” If a valid public records request is then received by the City for this information, you will be given notice and an opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response within 10 business days from the date of the notice. If no injunction is obtained, the City is legally required to release the records. The City will neither look for nor honor any claims of “proprietary information” that are not within the separate part of your response	I agree and I acknowledge
INSURANCE			
	1	During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:	I agree and I acknowledge
	2	A. Worker's Compensation Insurance in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.	I agree and I acknowledge
	3	B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company’s services to be provided under this Agreement.	I agree and I acknowledge
	#3.1	i. Acceptable supplementary Umbrella insurance coverage combined with Company’s General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and	I agree and I acknowledge
	4	C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.	I agree and I acknowledge

	5	There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as “Additional Insured” specifically for Company’s services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.	I agree and I acknowledge
MINORITY BUSINESS ENTERPRISE			
	#1	Vendor (IS) (IS NOT) a Minority Business Enterprise. A Minority Business Enterprise is defined as a “business, privately or publicly owned, at least 51% of which is owned by minority group members.” For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
SMALL BUSINESS			
	#1	Vendor (IS) (IS NOT) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is Not
NON-COLLUSION			
	#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase, or reduce the prices or competition regarding the items covered by this Bid invitation.	Certifies No Agreement Has Be Entered
ACCEPTANCE PERIOD			
	#1	Bids must provide a minimum of seventy-five (75) calendar days for acceptance by the City from the bid due date.	I agree and I acknowledge
TERM OF VALUE OF BLANKET ORDER(S)			

	1	Any Value Blanket(s) resulting from this ITB will be for a five -year period, beginning APRIL 1, 2026 and terminates on MARCH 31, 2031. The Vendor's prices shall be firm throughout the 12 months, 4/1/26 to 3/31/27, with annual pricing adjustments on the anniversary of the award with justification, unless due to extraordinary circumstances as documented by the Contractor and concurred with by the City.	I agree and I acknowledge
GENERAL INSTRUCTIONS			
	#1	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	I agree and I acknowledge
	#2	The City of Spokane reserves the right to accept or reject any variance from the published requirements and to award the Bid in a manner that is most advantageous to the continued efficient operation of the City.	I agree and I acknowledge
	#3	The City reserves the right to accept or reject any part of or all Bids, and to accept the Bid deemed to be in the best interest of the City.	I agree and I acknowledge
	#4	The City may choose from more than one vendor. The City of Spokane reserves the option of awarding by type or grouping, or by any manner most advantageous for the City.	I agree and I acknowledge
	#5	Bidder should be aware that Bids may be rejected if all questions are not completely and correctly answered.	I agree and I acknowledge
SPECIAL INSTRUCTIONS			
	#1	If the product differs from the provisions contained herein, these differences must be explained in detail.	I agree and I acknowledge
	#2	Vendor found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I agree and I acknowledge
	#3	The omission of any standard feature described herein shall not void the bidder's responsibility to furnish a complete unit with all standard equipment of the manufacturer's latest model and design. Equipment to be furnished shall be new and unused unless a demo unit is specified.	I agree and I acknowledge
	#4	Successful bidder shall furnish standard warranty, State Warranty Here:	EZ Street Asphalt's warranty covers the material's performai for 12 months from the date of purchase.
	#5	Federal and State laws governing this product and its final certification must be satisfied.	I agree and I acknowledge

	#6	It shall be the Supplier’s responsibility to conform to all Federal Standards for certification.	I agree and I acknowledge
	#7	As applicable, Safety Data Sheets must be included with Bid Proposal. Upload Here.	EZ Street MSDS 2021.pdf
	#8	Pickup & Delivery times shall be a consideration of awarding this contract. Therefore the City requests a pickup or delivery to be completed as soon as possible after order request.	I agree and I acknowledge
TECHNICAL REQUIREMENTS			
	#1	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Bid.	I agree and I acknowledge
	#2	The purpose of these specifications is to provide the City of Spokane with Cold Mix on an “as needed” basis for a five-year period beginning approximately April 1, 2026 and ending March 31, 2031.	I agree and I acknowledge
	#3	Cold Mix must be Paving Asphalt based mix with POLYMER ADDITIVES.	I agree and I acknowledge
	#4	Cold Mix must have a 6 month minimum shelf life if stockpiled per manufacture’s recommendation.	I agree and I acknowledge
	#5	Cold Mix must resist shoving in the summer and raveling in the winter.	I agree and I acknowledge
	#6	Cold Mix must be high performance asphalt cold patch material for the repair of small pavement areas in cool to cold weather applications. The mixture shall be designed so that it will have good workability and can be placed at temperatures of 20 to 100 degrees Fahrenheit without the addition of heat. The mixture shall have good adhesion to wet surfaces and be resistant to damage by water, salt and de-icing products.	I agree and I acknowledge
	#7	City of Spokane must be able to purchase in bulk (open container non bagged) by the ton.	I agree and I acknowledge
	#8	PICKUP / DELIVERY: Orders may be picked up by City of Spokane employees in City of Spokane vehicles within a 50 mile radius of the City of Spokane or delivered by Vendor to various locations within the City of Spokane.	I agree and I acknowledge
	#8.1 Addendum 1	State how soon could Pick-up or Delivery could be after placement of order. If lead time is different based on pickup, delivery, product type being ordered, or if lead time its different amount Vendor’s different locations, please expound upon lead times.	Same day pick-up is available. Delivery can range from 3 to 7 business days depending on weather conditions and truckin schedules.
	#9	VENDOR'S FACILITIES: Enter the following information for all yard/stockpile locations for items included on this bid: Location Name, Street Address, Normal Operating Hours, Business Phone Number, After Hours Phone Number:	Issaquah Plant @ 6600 230th SE, Issaquah M-F from 7am to 3pm (425) 392-6432

	#10	Vendor shall provide a weight ticket for each pickup or delivery that states the tons picked up or delivered and the applicable City department performing pickup or receiving requested delivery, ensuring that each weigh ticket is signed by the City employee performing pickup or receiving requested delivery and that the signing-individual is provided a copy of city-signed weight ticket. Vendor must submit signed copies of all weight tickets with invoices.	I agree and I acknowledge
	#10.1	Vendor will only be paid for actual tons transported, based on contract's all-inclusive-transported-cost-per-ton, supported by weigh tickets.	I agree and I acknowledge
	#11	Bidders must provide patent name of all cold mix products it is bidding, along with the oil brand name and aggregate gradation for each cold mix product(s) that is being bid. Upload this data here.	EZ Street Asphalt PG 64-22 asphalt oil Aggregate size rang between 3/8" and 1/4"
	#12	State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.	Lakeside Industries, Inc.
	#13	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. Upload letter here.	CityofSpokane-Bid Letter 2026.docx
	#14	Bidder must be able to supply samples of products (100 to 150 pounds) upon request. Samples provided for evaluation will be at no charge to the City of Spokane.	I agree and I acknowledge
	#15	At any future point(s) in time during the five-year term of any resulting five-year blanket order, should the Vendor be able to offer additional bulk cold mix paving asphalt mixes, that were not carried by the Vendor at the time of the initial bid, the Vendor would inform the City of additional mixes, providing patent name of any additional cold mix products, along with the oil brand name and aggregate gradation for each cold mix product(s), and Vendor's per ton pricing for pickup or delivery; the City reserves the right to try out additional products. The Vendor must supply a, sample of product(s) (100 to 150 pounds) at no charge upon City's request for evaluation. Depending on the outcome(s), the City would reserve the right to purchase additional product(s) from Vendor via a change order to the Value Blanket.	I agree and I acknowledge
	#16	EXCEPTIONS If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to.	
DELIVERY DEFAULT			
	#1	The acceptance of late performance by the Purchaser shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Vendor.	I agree and I acknowledge
	#2	Purchaser may procure from another source and Vendor will be required to pay any differences in cost.	I agree and I acknowledge
PRICING			

	#1	Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should -- not-- be included in bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I agree and I acknowledge
	#2	Bidder acknowledges it would apply applicable sales tax when invoicing.	I agree and I acknowledge
	#3	Vendor's prices shall be firm throughout the 12 months, 4/1/26 to 3/31/27, with annual pricing adjustments on the anniversary of the Value Blanket award with justification, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City.	I agree and I acknowledge
	#4 Addendum 1	Picked-Up Price: Enter Unit Price per U.S. Ton of Cold Mix Picked Up By City. Unit price shall be inclusive of any associated cost to provide required weight tickets. If pricing is different based from different locations, please expound based on locations.	$140 per ton of EZ Street Asph picked up at Issaquah, WA pla
	#4.1	Any Special Conditions enter here.	
	#5 Addendum 2	Delivered Price Per Ton: Shall be an all-inclusive of Product's cost-per-ton PLUS any-and-all transported related cost Vendor may incur to provide delivery to various locations within the City of Spokane. All-inclusive cost be inclusive of any associated cost to provide required WEIGHT TICKETS. Bidder acknowledges that ALL expenses that could be incurred were taken into account in its bid response. No other costs will be allowed later.	I agree and I acknowledge
	#5.1.1 Addendum 2	All-inclusive-unit -price-per-delivered U.S. ton (inclusive per-price-ton of Product to include any-and-all transported related cost and Weight Tickets), within 0 - 10 Mile from Vendor's location: State Unit Pricing per ton of product inclusive of delivery cost for each cold mix product that is being bid meeting Technical Requirements of bid.	$195 per ton of EZ Street Asph delivered
	#5.1.2 Addendum 2	All-inclusive-unit -price-per-delivered U.S. ton (inclusive per-price-ton of Product to include any-and-all transported related cost and Weight Tickets), within 11 - 20 Mile from Vendor's location: State Unit Pricing per ton of product inclusive of delivery cost for each cold mix product that is being bid meeting Technical Requirements of bid.	$195 per ton of EZ Street Asph delivered
	#5.1.3 Addendum 2	All-inclusive-unit -price-per-delivered U.S. ton (inclusive per-price-ton of Product to include any-and-all transported related cost, and Weight Tickets), within 21 - 30 Mile from Vendor's location: State Unit Pricing per ton of product inclusive of delivery cost for each cold mix product that is being bid meeting Technical Requirements of bid.	$195 per ton of EZ Street Asph delivered
	#5.1.4 Addendum 2	All-inclusive-unit -price-per-delivered U.S. ton (inclusive per-price-ton of Product to include any-and-all transported related cost, and Weight Tickets), within 31 - 40 Mile from Vendor's location: State Unit Pricing per ton of product inclusive of delivery cost for each cold mix product that is being bid meeting Technical Requirements of bid.	$195 per ton of EZ Street Asph delivered

	#5.1.5 Addendum 2	All-inclusive-unit -price-per-delivered U.S. ton (inclusive per-price-ton of Product to include any-and-all transported related cost, and Weight Tickets), within 41 - 50 Mile from Vendor's location: State Unit Pricing per ton of product inclusive of delivery cost for each cold mix product that is being bid meeting Technical Requirements of bid.	$195 per ton of EZ Street Asph delivered
	#5.2	Any Special Conditions enter here.	
	#6	Adjustments to pricing shall be the result of increases at the manufacturer's level, incurred after Value Blanket commencement date, and shall not produce a higher profit margin than that on the original Value Blanket, clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to Spokane City sufficient to justify the requested increase. Spokane City will be the sole judge as to the acceptability of sources. Acceptance of a request will be at the sole discretion of Spokane City. Retroactive price increase adjustments will not be considered.	I agree and I acknowledge
	#7	The City of Spokane reserves the right to cancel the Valve Blanket if the escalation of price is not advantageous to the City. Failure to reach agreement on a request for an increase in price(s) can, at the sole option of the City, result in the termination of the Agreement for cause.	I agree and I acknowledge
	#8	PRICE DECREASES. During the term of the Value Blanket, should the Vendor realize any or cost reductions, or enter into pricing agreements with other customers providing greater benefits or lower pricing, The Vendor shall immediately request that an amendment to the Value Blanket to provide similar pricing to the City. Price decreases may be considered and implemented at any time upon mutual consent of the parties.	I agree and I acknowledge
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD			
	#1	If you have additional information/documents to submit, upload them here.	Lakeside-Comparison Chart-2021(no-name)-SCR.pdf
	#2	If you have additional information/documents to submit, upload them here.	addendum 1- Spokane.pdf
	#3	If you have additional information/documents to submit, upload them here.	addendum 2-Spokane.pdf
	#4	If you have additional information/documents to submit, upload them here.	
	#5	If you have additional information/documents to submit, upload them here.	
	#6	If you have additional information/documents to submit, upload them here.	
	#7	If you have additional information/documents to submit, upload them here.	

Addendum 2
1/12/2026

ITB 6441-25
Cold Mix Bulk By The Ton (open container non bagged), As Needed Over 5-Year Period

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

Addendum 2 makes the following changes to stated sections of bid.

Pricing Sections: #5, #5.1 and #5.3 have been deleted and replaced with stated text below:
Deleted Text:
~~#5. Delivered Price: Shall be an all-inclusive-unit-price-per-per-delivered U.S. ton inclusive of any and all transported related cost Vendor may incur to provide delivery to various locations within the City of Spokane. All-inclusive cost be inclusive of any associated cost to provide required weight tickets. Bidder acknowledges that ALL expenses that could be incurred were taken into account in Vendor's all-inclusive-unit -price-per-delivered U.S. ton, as stated d in its bid response. No other costs will be allowed later.~~

~~#5.1.1 All-inclusive-unit -price-per-delivered U.S. ton, within 0 - 10 Mile from Vendor's location: State Unit Pricing for each cold mix product that is being bid meeting Technical Requirements of bid. If pricing is different from different locations, state pricing per location(s).~~

~~#5.1.2 All-inclusive-unit -price-per-delivered U.S. ton, within 11 - 20 Mile from Vendor's location: State Unit Pricing for each cold mix product that is being bid meeting Technical Requirements of bid. If pricing is different from different locations, state pricing per location(s).~~

~~#5.1.3 All-inclusive-unit -price-per-delivered U.S. ton, within 21 - 30 Mile from Vendor's location: State Unit Pricing for each cold mix product that is being bid meeting Technical Requirements of bid. If pricing is different from different locations, state pricing per location(s).~~

~~#5.1.4 All-inclusive-unit -price-per-delivered U.S. ton, within 31 -40 Mile from Vendor's location: State Unit Pricing for each cold mix product that is being bid meeting Technical Requirements of bid. If pricing is different from different locations, state pricing per location(s).~~

~~#5.1.5 All-inclusive-cost-per-delivered U.S. ton, within 41 - 50 Mile from Vendor's location: State Unit Pricing for each cold mix product that is being bid meeting Technical Requirements of bid. If pricing is different from different locations, state pricing per location(s).~~

Replacement Text:

#5 Addendum 2 Delivered Price Per Ton: Shall be an all-inclusive of Product's cost-per-ton PLUS any-and-all transported related cost Vendor may incur to provide delivery to various locations within the City of Spokane. All-inclusive cost be inclusive of any associated cost to provide required WEIGHT TICKETS. Bidder acknowledges that ALL expenses that could be incurred were taken into account in its bid response. No other costs will be allowed later.

#5.1.1 Addendum 2 All-inclusive-unit -price-per-delivered U.S. ton (inclusive per-price-ton of Product to include any-and-all transported related cost and Weight Tickets), within 0 - 10 Mile from Vendor's location: State Unit Pricing per ton of product inclusive of delivery cost for each cold mix product that is being bid meeting Technical Requirements of bid.

#5.1.2 Addendum 2 All-inclusive-unit -price-per-delivered U.S. ton (inclusive per-price-ton of Product to include any-and-all transported related cost and Weight Tickets), within 11 - 20 Mile from Vendor's

pricing is different from different locations, state pricing per location(s).

#5.1.4 All-inclusive-unit -price-per-delivered U.S. ton, within 31 -40 Mile from Vendor's location: State Unit Pricing for each cold mix product that is being bid meeting Technical Requirements of bid. If pricing is different from different locations, state pricing per location(s).

#5.1.5 All-inclusive-cost-per-delivered U.S. ton, within 41 -50 Mile from Vendor's location: State Unit Pricing for each cold mix product that is being bid meeting Technical Requirements of bid. If pricing is different from different locations, state pricing per location(s).

Rick Rinderle
Procurement Specialist

The undersigned acknowledges receipt of this Addendum.

Lakeside Industries

Company

Signature

Addendum 1
10/21/2025

ITB 6441-25
Cold Mix Bulk By The Ton (open container non bagged), As Needed Over 5-Year Period

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

Addendum 1 makes the following changes to stated sections of bid.

Technical Requirements. #8.1 Was added:
#8.1 State how soon could Pick-up or Delivery could be after placement of order. If lead time is different based on pickup, delivery, product type being ordered, or if lead time its different amount Vendor's different locations, please expound upon lead times.

Pricing. Section: #4 was deleted and replaced with stated text below:
Deleted Text:
~~#4 Picked-Up Price: Enter Unit Price per U.S. Ton of Cold Mix Picked Up By City. If pricing is different from different locations, please indicate.~~

Replacement Text:
#4 Picked-Up Price: Enter Unit Price per U.S. Ton of Cold Mix Picked Up By City. Unit price shall be inclusive of any associated cost to provide required weight tickets. If pricing is different based from different locations, please expound based on locations.

Pricing Sections: #5, #5.1 and #5.3 have been deleted and replaced with stated text below:
Deleted Text:
~~#5. Delivered Price: Enter Unit Price per U.S. Ton of Cold Mix Delivered by Contractor. If pricing is different from different locations, please indicate.~~

~~#5.1 List any delivery fees, fuel surcharges, etc. that will be charged. If not listed here, additional fees will not be allowed. Enter Here.~~

~~#5.3 Bidder acknowledges that ALL expenses that could be incurred were taken into account in Vendor's all-inclusive-cost-per-Transported-Ton stated on Pricing Form. No other costs will be allowed later.~~

Replacement Text:

#5. Delivered Price: Shall be an all-inclusive-unit-price-per-per-delivered U.S. ton inclusive of any and all transported related cost Vendor may incur to provide delivery to various locations within the City of Spokane. All-inclusive cost be inclusive of any associated cost to provide required weight tickets. Bidder acknowledges that ALL expenses that could be incurred were taken into account in Vendor's all-inclusive-unit -price-per-delivered U.S. ton, as stated d in its bid response. No other costs will be allowed later.

#5.1.1 All-inclusive-unit -price-per-delivered U.S. ton, within 0 - 10 Mile from Vendor's location: State Unit Pricing for each cold mix product that is being bid meeting Technical Requirements of bid. If pricing is different from different locations, state pricing per location(s).

#5.1.2 All-inclusive-unit -price-per-delivered U.S. ton, within 11 - 20 Mile from Vendor's location: State Unit Pricing for each cold mix product that is being bid meeting Technical Requirements of bid. If pricing is different from different locations, state pricing per location(s).

#5.1.3 All-inclusive-unit -price-per-delivered U.S. ton, within 21 - 30 Mile from Vendor's location: State Unit Pricing for each cold mix product that is being bid meeting Technical Requirements of bid. If

location: State Unit Pricing per ton of product inclusive of delivery cost for each cold mix product that is being bid meeting Technical Requirements of bid.
*

#5.1.3 Addendum 2 All-inclusive-unit -price-per-delivered U.S. ton (inclusive per-price-ton of Product to include any-and-all transported related cost, and Weight Tickets), within 21 - 30 Mile from Vendor's location: State Unit Pricing per ton of product inclusive of delivery cost for each cold mix product that is being bid meeting Technical Requirements of bid.

#5.1.4 Addendum 2 All-inclusive-unit -price-per-delivered U.S. ton (inclusive per-price-ton of Product to include any-and-all transported related cost, and Weight Tickets), within 31 - 40 Mile from Vendor's location: State Unit Pricing per ton of product inclusive of delivery cost for each cold mix product that is being bid meeting Technical Requirements of bid.

#5.1.5 Addendum 2 All-inclusive-unit -price-per-delivered U.S. ton (inclusive per-price-ton of Product to include any-and-all transported related cost, and Weight Tickets), within 41 - 50 Mile from Vendor's location: State Unit Pricing per ton of product inclusive of delivery cost for each cold mix product tha

Rick Rinderle
Procurement Specialist

The undersigned acknowledges receipt of this Addendum.

Lakeside Industries

Company

Signature

January 12, 2026

RE: 2026 Cold Mix Bulk Asphalt **ITB 6441-25**

To whom it may concern,

Lakeside Industries, Inc., of Issaquah, WA, has been successfully supplying bulk cold mix asphalt, in the form of EZ Street Asphalt, to the City of Spokane for more than 10 years. We are currently a contract vendor with the City of Spokane as specified on their 2021 bulk cold mix contract. Additionally, Lakeside Industries has maintained its position as a bulk cold mix contract vendor each year the 2021 contract has rolled forward, through 2025.

Lakeside Industries has the systems and personnel to continue to successfully and seamlessly supply, deliver and invoice EZ Street Asphalt cold mix to the City of Spokane and the individual departments that utilize the product. Should anyone at the City of Spokane need help with orders, deliveries or invoices, feel free to contact Alex Salud at (425) 295-5344. He can also be reached at his email address, alex.salud@lakesideindustries.com. We look forward to servicing the city's cold asphalt needs for many more years to come.

Sincerely,

Rob Rosson

Sales Director, Lakeside Industries-EZ Street Asphalt

EZ STREET BIOBLENDS Asphalt

Safety Data Sheet

according to the federal final rule of hazard communication revised on 2012 (HazCom 2012)

Date of issue: 05/05/2015 Version: 1.0

Revision date: 01/14/2019 Version: 1.19

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Trade name : EZ STREET BIOBLENDS Asphalt

1.2. Relevant identified uses of the substance or mixture and uses advised against

Use of the substance/mixture : Asphalt Pavement Repair

1.3. Details of the supplier of the safety data sheet

The EZ Street Company
13611 S Dixie Hwy, #430
Miami, FL 33176

Phone: 305-663-3090
Fax: 305-663-0832

Toll-free: 1-800-734-1476

1.4. Emergency telephone number

Emergency number : +1-800-734-1476

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

GHS-US classification

Not classified

2.2. Label elements

GHS-US labelling

Not applicable

2.3. Other hazards

No additional information available

2.4. Unknown acute toxicity (GHS-US)

Not applicable

SECTION 3: Composition/information on ingredients

3.1. Substances

Not applicable

3.2. Mixture

Name	Product identifier	%	GHS-US classification
Limestone	(CAS No) 1317-65-3	91 - 97	Not classified
Asphalt	(CAS No) 8052-42-4	2 - 8	Carc. 2, H351
Soybean oil, methyl ester	(CAS No) 67784-80-9	0 - 5	Not classified
Fatty acids, tallow, methyl esters	(CAS No) 61788-61-2	0 - 5	Not classified
Fatty acids, palm kernel-oil, methyl esters	(CAS No) 91051-32-0	0 - 5	Not classified

Full text of H-phrases: see section 16

SECTION 4: First aid measures

4.1. Description of first aid measures

First-aid measures general : In all cases of doubt, or when symptoms persist, seek medical attention.

First-aid measures after inhalation : Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/physician. In case of breathing difficulties administer oxygen. By trained personnel. Immediately get medical attention.

First-aid measures after skin contact : After contact with skin, take off immediately all contaminated clothing, and wash immediately with plenty of water and soap. Do not rub the skin and eyes after direct contact with the product. If skin irritation occurs: Get medical advice/attention.

First-aid measures after eye contact : Rinse immediately and thoroughly, pulling the eyelids well away from the eye (15 minutes minimum). Do not rub the skin and eyes after direct contact with the product. Obtain medical attention if pain, blinking or redness persists.

First-aid measures after ingestion : If swallowed, rinse mouth with water (only if the person is conscious). Immediately call a POISON CENTER or doctor/physician. Keep victim warm and rested. Obtain emergency medical attention. Do not induce vomiting. May result in aspiration into the lungs, causing chemical pneumonia.

4.2. Most important symptoms and effects, both acute and delayed

Symptoms/injuries after inhalation : If user operations generate dust or fumes, . Irritating to the nose, throat, and respiratory tract. High concentration of vapours may induce: headache, dizziness, drowsiness, nausea and vomiting. Shortness of breath.

Symptoms/injuries after skin contact : If user operations generate dust or fumes; dust or fumes may cause eye irritation. Dust may cause mechanical irritation. . Repeated exposure to this material can result in absorption through skin causing significant health hazard.

Symptoms/injuries after eye contact : Vapor irritates eyes. Dusts are mechanical irritants. Symptoms include stinging, watering, redness, and swelling. Burning sensation.

4.3. Indication of any immediate medical attention and special treatment needed

No additional information available

SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media : Use fire-extinguishing media appropriate for surrounding materials. Foam. Dry powder. Carbon dioxide. Water fog. Sand.

Unsuitable extinguishing media : Apply aqueous extinguishing media carefully to prevent frothing/steam explosion. Do not use a solid water stream as it may scatter and spread fire.

5.2. Special hazards arising from the substance or mixture

Fire hazard : Never use welding or cutting torch on or near (even empty) because material (even residue) can ignite explosively. Carbon Monoxide and other organic compounds may be formed upon combustion.

5.3. Advice for firefighters

Protective equipment for firefighters : Do not enter fire area without proper protective equipment, including respiratory protection. Wear a self-contained breathing apparatus.

Other information : Vapours are heavier than air and may travel considerable distance to an ignition source and flash back to source of vapours.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

General measures : Restrict access to area until completion of clean-up. Ensure clean-up is conducted by trained personnel only. Ensure adequate ventilation. Work in a well-ventilated area.

Eliminate all ignition sources if safe to do so.

6.1.1. For non-emergency personnel

No additional information available

6.1.2. For emergency responders

Protective equipment : Equip cleanup crew with proper protection.

Emergency procedures : Ventilate area.

6.2. Environmental precautions

Prevent entry to sewers and public waters.

6.3. Methods and material for containment and cleaning up

Methods for cleaning up : Avoid creating or spreading dust. Minimize generation of dust. Scoop solid spill into closing containers. Store away from other materials. Dispose in a safe manner in accordance with local/national regulations. Consult the appropriate authorities about waste disposal.

6.4. Reference to other sections

See Heading 8. Exposure controls and personal protection.

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Precautions for safe handling : Obtain special instructions before use. Ensure adequate ventilation. Do not breathe dust. Do not breathe fumes. Avoid raising powdered materials into airborne dust. Avoid creating or spreading dust. Avoid contact with skin, eyes and clothing. Keep away from sources of ignition - No smoking. Eliminate all ignition sources if safe to do so. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work.

Hygiene measures : Do not eat, drink or smoke when using this product. Use good personal hygiene practices.

7.2. Conditions for safe storage, including any incompatibilities

Technical measures : Ensure adequate ventilation. A washing facility/water for eye and skin cleaning purposes should be present.

Storage conditions : Keep material in original packaging. Protect from humidity and water. Store in a cool and well-ventilated place.

Incompatible materials : Strong acid. Oxidizing agents. Organic compounds. Petroleum products.

7.3. Specific end use(s)

No additional information available

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Asphalt (8052-42-4)		
ACGIH	ACGIH TWA (mg/m³)	0.5 mg/m³ (fume, inhalable fraction)

Limestone (1317-65-3)		
ACGIH	ACGIH TWA (mg/m³)	10 mg/m³
OSHA	OSHA PEL (TWA) (mg/m³)	15 mg/m³ (total dust) 5 mg/m³ (respirable dust)

8.2. Exposure controls

Appropriate engineering controls : A washing facility/water for eye and skin cleaning purposes should be present. Provide mechanical general and/or local exhaust ventilation. Ensure the ventilation system is regularly maintained and tested. Provide exhaust ventilation or other engineering controls to keep the airborne concentrations of mists and/or vapors below the recommended exposure limits.

Personal protective equipment : Avoid all unnecessary exposure. Protective goggles. Gloves. Protective clothing. For certain operations, additional Personal Protection Equipment (PPE) may be required.



Hand protection : Wear protective gloves. For special purposes, it is recommended to check the resistance to chemicals of the protective gloves mentioned above together with the supplier of these gloves.

Eye protection : Safety glasses with side shields. Chemical goggles.

Skin and body protection : Long sleeved protective clothing.

Respiratory protection : In case of insufficient ventilation, wear suitable respiratory equipment. The filter class must be suitable for the maximum contaminant concentration (gas/vapour/aerosol/particulates) that may arise when handling the product. If the concentration is exceeded, closed-circuit breathing apparatus must be used!. Wear a NIOSH approved amine and ammonia respiratory cartridge or NIOSH approved air supplied breathing equipment. Consult with an industrial hygienist to determine the appropriate respiratory protection for your specific use of this material. A respiratory protection program compliant with all applicable regulations must be followed whenever workplace conditions require the use of a respirator.

Other information : Do not eat, drink or smoke during use.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state : Solid

Appearance : Coated stone.

Colour : Black

Odour	:	Petroleum-like odour
Odour threshold	:	No data available
pH	:	No data available
Relative evaporation rate (butyl acetate=1)	:	No data available
Relative evaporation rate (ether=1)	:	Slower than ether
Melting point	:	No data available
Freezing point	:	No data available
Boiling point	:	No data available
Flash point	:	> 93 °C (> 200 °F) – Cleveland Tag Open Cup
Auto-ignition temperature	:	No data available
Decomposition temperature	:	No data available
Flammability (solid, gas)	:	No data available
Vapour pressure	:	No data available
Relative vapour density at 20 °C	:	Vapours are heavier than air
Relative density	:	No data available
Solubility	:	Water: Negligible.
Log Pow	:	No data available
Log Kow	:	No data available
Viscosity, kinematic	:	No data available
Viscosity, dynamic	:	No data available
Explosive properties	:	No data available
Oxidising properties	:	No data available
Explosive limits	:	No data available

9.2. Other information

VOC content : 0 - 4 %

SECTION 10: Stability and reactivity

10.1. Reactivity

No additional information available

10.2. Chemical stability

Stable at normal conditions.

10.3. Possibility of hazardous reactions

Hazardous polymerization will not occur.

10.4. Conditions to avoid

heat/sparks/open flames/hot surfaces.

10.5. Incompatible materials

Strong acids. Oxidizing agents. Organic compounds. Petroleum products.

10.6. Hazardous decomposition products

Fume. Carbon monoxide. Carbon dioxide. unburned hydrocarbons.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity : Not classified

(Based on available data, the classification criteria are not met)

Asphalt (8052-42-4)	
LD50 oral rat	> 5000 mg/kg
LD50 dermal rabbit	> 2000 mg/kg

Limestone (1317-65-3)	
LD50 oral rat	6450 mg/kg
ATE US (oral)	6450.000 mg/kg bodyweight

Fatty acids, vegetable-oil, methyl esters (68990-52-3)	
LD50 oral rat	> 5000 mg/kg
LD50 dermal rabbit	> 2000 mg/kg

Skin corrosion/irritation : Not classified
(Based on available data, the classification criteria are not met)

Serious eye damage/irritation : Not classified
(Based on available data, the classification criteria are not met)

Respiratory or skin sensitisation : Not classified
(Based on available data, the classification criteria are not met)

Germ cell mutagenicity : Not classified
(Based on available data, the classification criteria are not met)

Carcinogenicity : Not classified.
(Due to its physical form, does not contain coal-tar and product is intended to be used as packaged (cold-ambient); no heating and no fume under normal recommended conditions of use. Conclusive but not sufficient for classification).

Asphalt (8052-42-4)	
IARC group	2B - Possibly carcinogenic to humans Listed under Bitumens, straight-run, and their emissions during road-paving; (extracts of steam-refined and air-refined); Monograph 35 [1985] Bitumens IARC - Group 2B (Possibly Carcinogenic to Humans)

Reproductive toxicity : Not classified
(Based on available data, the classification criteria are not met)

Specific target organ toxicity (single exposure) : Not classified
(Based on available data, the classification criteria are not met)

Specific target organ toxicity (repeated exposure) : Not classified
(Based on available data, the classification criteria are not met)

Aspiration hazard : Not classified
(Based on available data, the classification criteria are not met)

Potential Adverse human health effects and symptoms : Based on available data, the classification criteria are not met.

Symptoms/injuries after inhalation : If user operations generate dust or fumes, . Irritating to the nose, throat, and respiratory tract. High concentration of vapours may induce: headache, dizziness, drowsiness, nausea and vomiting. Shortness of breath.

Symptoms/injuries after skin contact : If user operations generate dust or fumes, . Dust or fume may cause eye irritation. Dust may cause mechanical irritation. Repeated exposure to this material can result in absorption through skin causing significant health hazard.

Symptoms/injuries after eye contact : Vapor irritates eyes. Dusts are mechanical irritants. Symptoms include stinging, watering, redness, and swelling. Burning sensation.

SECTION 12: Ecological information

12.1. Toxicity

Fatty acids, vegetable-oil, methyl esters (68990-52-3)	
LC50 fish 1	> 100000 mg/l 48 hours
LC50 other aquatic organisms 1	73729 mg/l 72 hours- Algae
EC50 Daphnia 1	< 0.13 mg/l

12.2. Persistence and degradability

EZ STREET BIOBLENDS Asphalt	
Persistence and degradability	Not established.

Fatty acids, vegetable-oil, methyl esters (68990-52-3)	
Persistence and degradability	Readily biodegradable.

12.3. Bioaccumulative potential

EZ STREET BIOBLENDS Asphalt	
Bioaccumulative potential	Not established.

Asphalt (8052-42-4)	
BCF fish 1	(no bioaccumulation expected)
Log Pow	> 6

Fatty acids, vegetable-oil, methyl esters (68990-52-3)	
Log Pow	6.2 at 25°C
Log Kow	> 6
Bioaccumulative potential	Expected to have bioaccumulative potential.

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

Effect on ozone layer : No additional information available

Effect on the global warming : No additional information available

Other information : Avoid release to the environment.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste disposal recommendations : Dispose in a safe manner in accordance with local/national regulations. Ensure all national/local regulations are observed. Consult the appropriate authorities about waste disposal.

Additional information : Prevent contamination of soil, drains and surface waters.

Ecology - waste materials : Avoid release to the environment.

SECTION 14: Transport information

In accordance with DOT

Not regulated for transport

Additional information

Other information : No supplementary information available.

ADR

No additional information available

Transport by sea

No additional information available

Air transport

No additional information available

SECTION 15: Regulatory information

15.1. US Federal regulations

This product or mixture does not contain a toxic chemical or chemicals in excess of the applicable de minimis concentration as specified in 40 CFR §372.38(a) subject to the reporting requirements of section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR Part 372.

Asphalt (8052-42-4)
Listed on the United States TSCA (Toxic Substances Control Act) inventory

Limestone (1317-65-3)
Listed on the United States TSCA (Toxic Substances Control Act) inventory

Soybean oil, methyl ester (67784-80-9)
Listed on the United States TSCA (Toxic Substances Control Act) inventory

Fatty acids, tallow, methyl esters (61788-61-2)
Listed on the United States TSCA (Toxic Substances Control Act) inventory

Fatty acids, canola, methyl esters (129828-16-6)
Listed on the United States TSCA (Toxic Substances Control Act) inventory

Biodiesel (68990-52-3)
Listed on the United States TSCA (Toxic Substances Control Act) inventory

15.2. International regulations

CANADA

Asphalt (8052-42-4)
Listed on the Canadian DSL (Domestic Sustances List)

Limestone (1317-65-3)	
Listed on the Canadian NDSL (Non-Domestic Substances List)	
WHMIS Classification	Class D Division 2 Subdivision A - Very toxic material causing other toxic effects

Soybean oil, methyl ester (67784-80-9)
Listed on the Canadian DSL (Domestic Sustances List)

Fatty acids, tallow, methyl esters (61788-61-2)
Listed on the Canadian DSL (Domestic Sustances List)

Fatty acids, canola, methyl esters (129828-16-6)
Listed on the Canadian DSL (Domestic Sustances List)

Biodiesel (68990-52-3)
Listed on the Canadian DSL (Domestic Sustances List)

EU-Regulations

Asphalt (8052-42-4)
Listed on the EEC inventory EINECS (European Inventory of Existing Commercial Chemical Substances)

Limestone (1317-65-3)
Listed on the EEC inventory EINECS (European Inventory of Existing Commercial Chemical Substances)

Soybean oil, methyl ester (67784-80-9)
Listed on the EEC inventory EINECS (European Inventory of Existing Commercial Chemical Substances)

Fatty acids, tallow, methyl esters (61788-61-2)
Listed on the EEC inventory EINECS (European Inventory of Existing Commercial Chemical Substances)

Fatty acids, palm kernel-oil, methyl esters (91051-32-0)
Listed on the EEC inventory EINECS (European Inventory of Existing Commercial Chemical Substances)

Biodiesel (68990-52-3)
Listed on the EEC inventory EINECS (European Inventory of Existing Commercial Chemical Substances)

Classification according to Regulation (EC) No. 1272/2008 [CLP]

No additional information available

Classification according to Directive 67/548/EEC or 1999/45/EC

No additional information available

15.2.2. National regulations

Asphalt (8052-42-4)
Listed on the AICS (Australian Inventory of Chemical Substances) Listed on IECSC (Inventory of Existing Chemical Substances Produced or Imported in China) Listed on NZIoC (New Zealand Inventory of Chemicals) Listed on KECI (Korean Existing Chemicals Inventory) Listed on the Japanese ENCS (Existing & New Chemical Substances) inventory Listed on PICCS (Philippines Inventory of Chemicals and Chemical Substances)

Limestone (1317-65-3)
Listed on the AICS (Australian Inventory of Chemical Substances) Listed on IECSC (Inventory of Existing Chemical Substances Produced or Imported in China) Listed on the Japanese ENCS (Existing & New Chemical Substances) inventory Listed on the Korean ECL (Existing Chemicals List) Listed on NZIoC (New Zealand Inventory of Chemicals) Listed on PICCS (Philippines Inventory of Chemicals and Chemical Substances)

Soybean oil, methyl ester (67784-80-9)
Listed on the AICS (Australian Inventory of Chemical Substances) Listed on IECSC (Inventory of Existing Chemical Substances Produced or Imported in China) Listed on the Japanese ENCS (Existing & New Chemical Substances) inventory Listed on the Korean ECL (Existing Chemicals List) Listed on NZIoC (New Zealand Inventory of Chemicals)

Fatty acids, tallow, methyl esters (61788-61-2)
Listed on the AICS (Australian Inventory of Chemical Substances) Listed on IECSC (Inventory of Existing Chemical Substances Produced or Imported in China) Listed on the Japanese ENCS (Existing & New Chemical Substances) inventory Listed on the Korean ECL (Existing Chemicals List) Listed on NZIoC (New Zealand Inventory of Chemicals) Listed on PICCS (Philippines Inventory of Chemicals and Chemical Substances)

Fatty acids, palm kernel-oil, methyl esters (91051-32-0)
Listed on IECSC (Inventory of Existing Chemical Substances Produced or Imported in China) Listed on the Korean ECL (Existing Chemicals List)

Fatty acids, canola, methyl esters (129828-16-6)
Listed on IECSC (Inventory of Existing Chemical Substances Produced or Imported in China)

Biodiesel (68990-52-3)
Listed on the AICS (Australian Inventory of Chemical Substances) Listed on IECSC (Inventory of Existing Chemical Substances Produced or Imported in China) Listed on the Korean ECL (Existing Chemicals List) Listed on NZIoC (New Zealand Inventory of Chemicals)

15.3. US State regulations

California Proposition 65 - This product does not contain any substances known to the state of California to cause cancer and/or reproductive harm

SECTION 16: Other information

Other information : None.

Full text of H-phrases:

Carc. 2	Carcinogenicity, Category 2
H351	Suspected of causing cancer

SDS US (GHS HazCom 2012)

To the best of our knowledge the information contained herein is correct. All chemicals may present unknown health hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these will not require responsibility on behalf of the user. Users of any chemical should satisfy themselves that the conditions and method of use assure that the chemical is used safely.NO REPRESENTATION OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER NATURE ARE MADE HEREIN OR THE CHEMICAL TO WHICH THE INFORMATION REFERS

EZ STREET ASPHALT VS STANDARD COLD MIX

Technologically-advanced EZ Street changes asphalt for everyone—professionals as well as motorists. And repairs with EZ Street are guaranteed permanent!

How does EZ Street compare…

	EZ STREET ASPHALT	Standard Cold Mix
Works in water-filled potholes	✓	X
Guaranteed permanent	✓	X
12-month shelf life	✓	X
Requires no tack coat	✓	X
Will not pick up on tires	✓	X
No bleeding or flushing	✓	X
More traffic on it is better	✓	X

For pothole repair, EZ Street asphalt outperforms standard cold mix. It reduces the time and cost of traditional repair methods.

Patch it once and forever with
EZ Street Asphalt.



(425) 313-2681

www.lakesideindustries.com

Available in WA, OR, ID, MT, AK & HI

LAKESIDE INDUSTRIES

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Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: LAKESIDE INDUSTRIES, INC.

Business name: LAKESIDE INDUSTRIES INC.

Entity type: Profit Corporation

UBI #: 601-106-847

Business ID: 001

Location ID: 0001

Location: Active

Location address: 6505 226TH PL SE STE 200
ISSAQUAH WA 98027-8905

Mailing address: PO BOX 7016
ISSAQUAH WA 98027-7016

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Page 1 of 2

Filter

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Black Diamond General Business - Non-Resident	BUS16-0024			Active	Feb-28-2026	Mar-20-2019
Bothell General Business - Non-Resident	2318			Active	Feb-28-2026	Apr-06-2022
Bremerton General Business - Non-Resident	29694			Active	Feb-28-2026	Mar-01-2012
Carnation General Business - Non-Resident				Active	Feb-28-2026	Aug-26-2021
Clyde Hill General Business - Non-Resident				Active	Feb-28-2026	May-16-2022
Concrete General Business - Non-Resident	3467			Active	Feb-28-2026	Jun-17-2020
Elma General Business - Non-Resident	2020			Active	Feb-28-2026	Feb-24-2021
Issaquah General Business				Active	Feb-28-2026	Aug-12-2008
Kalama General Business - Non-Resident				Active	Feb-28-2026	Apr-15-2020

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Kirkland General Business - Non-Resident				Active	Feb-28-2026	Jul-15-2019
La Center General Business - Non-Resident	19-0026			Active	Feb-28-2026	Jan-01-2018
Mercer Island General Business - Non-Resident	220388			Active	Feb-28-2026	Apr-13-2022
Minor Work Permit				Active	Feb-28-2026	Jul-23-2008
Newcastle General Business - Non-Resident				Active	Feb-28-2026	Apr-20-2022
Normandy Park General Business - Non-Resident				Active	Feb-28-2026	Apr-14-2022

Owners and officers on file with the Department of Revenue

Owners and officers	Title
LEE, JAIME	President
LEE, MICHAEL	CEO
WOOLSTON, DAX	Secretary, Treasurer, CFO

Registered Trade Names

Registered trade names	Status	First issued
LAKESIDE INDUSTRIES	Active	Feb-09-1996
LAKESIDE INDUSTRIES BELLINGHAM DIVISION	Active	Feb-13-2018
LAKESIDE INDUSTRIES INC.	Active	Feb-21-2023
LAKESIDE INDUSTRIES, INC. - FERNDALE SCALE	Active	Feb-20-2018

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 2/4/2026 9:19:31 AM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Parker Smith & Feek Insurance LLC 10400 NE 4th St Suite 900 Bellevue WA 98004-5174 License#: PC-1719201	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 541-741-0550 **FAX (A/C, No):** 541-741-1674 **E-MAIL ADDRESS:**
INSURED Lakeside Industries, Inc. PO Box 7016 Issaquah WA 98027 LAKEIND-03	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** American Contractors Insurance Company Risk / 12300 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 388960887 **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 A A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	GL25A00092 GL25B00092 GL25C00092	6/1/2025 6/1/2025 6/1/2025	6/1/2026 6/1/2026 6/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 10,000,000 $ 1,000,000 $ 5,000 $ 10,000,000 $ 10,000,000 $ 10,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	AL25000037	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 5,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		GL25A00092	6/1/2025	6/1/2026	PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	WA Stop Gap $ 10,000,000 $ 10,000,000 $ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Job - ITB 6441-25.
Certificate Holder and all other parties required by the contract are included as Additional Insured on the General Liability and Automobile Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions.
A Waiver of Subrogation is provided in favor of Certificate Holder and all other parties required by the contract on the General Liability and Automobile Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions.

CERTIFICATE HOLDER

City of Spokane
808 W Spokane Falls Blvd.
Spokane WA 99201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Britt Messner

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ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO LIABILITY COVERAGE PART

Any person or organization you are required by contract to include as an additional insured on this policy is an "insured" but only with respect to liability arising out of the ownership, maintenance or use of an "auto" in the operations incidental to the contract and to the extent set forth below:

(1) The limit of insurance will not be greater than that required by such contract.

(2) The coverage provided to the additional insured will not be greater than that customarily provided by the policy forms specified in and required by the contract.

(3) All insuring agreements, exclusions and conditions of this policy will apply.

(4) In no event shall the coverage or limit of insurance in this coverage form be increased by such contract.

This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: **same as policy eff. date unless otherwise indicated above.**

Policy Effective: 6/1/2025 Policy No.: AL25000037 Endorsement No.:

Insured: Lakeside Industries, Inc. Premium $

Insurance Company: American Contractors Insurance Co RRG

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO LIABILITY COVERAGE FORM

The Transfer of Rights of Recovery Against Others to Us Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

A. Under a written contract or agreement with such person(s) or organizations(s); and
B. Prior to the “accident” or the “loss”.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: **Same as policy effective date unless otherwise indicated above.**

Policy Effective: 6/1/2025 Policy No.: AL25000037 Endorsement No.:

Insured: Lakeside Industries, Inc. Premium $

Insurance Company: American Contractors Insurance Co. RRG

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to their liability caused, in whole or in part, by the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their contract with you for such leased equipment ends.

B. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

   This insurance does not apply:

   1. To any "occurrence" which takes place after the equipment lease expires;

   2. Unless specifically required by written contract, to "bodily injury" or "property damage" caused by the negligence of such person or organization.

C. This insurance shall not exceed the scope of coverage, including limits, of this policy and in no event shall the insurance provided to the additional insured exceed the scope of coverage, including minimum limits, minimum duration, and minimum scope of coverage required by the contract.

D. It is agreed and understood no other additional insured endorsement attached to this policy will apply unless such a person or organization is specifically designated in that endorsement.

This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 06/01/2025 Policy No.: GL25A00092 Endorsement No.:

Policy Effective: 06/01/2025 Premium $

Insured: Lakeside Industries, Inc.

Insurance Company: American Contractors Insurance Company Risk Retention Group

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name o£Pemon(s)or Organization(s):

Any person or organization for whom you have agreed by written contract to furnish this waiver.

Section IV – Commercial General Liability Conditions, 14. Transfer of Rights of Recovery Against Others to Us Condition is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: **Same as policy effective date unless otherwise indicated above.**

Policy Effective: 6/1/2025 Policy No. GL25A00092 Endorsement No.:

Insured: Lakeside Industries, Inc. Premium $

Insurance Company: American Contractors Insurance Co. RRG