CITY OF SPOKANE

REGARDING CITY COUNCIL MEETINGS

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

City Council Members, City staff, presenters and members of the public have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the July 14, 2025, meetings is below. All meetings will be streamed live on Channel 5 and online at https://my.spokanecity.org/citycable5/live and https://www.facebook.com/spokanecitycouncil.

WebEx call in information for the week of July 14, 2025:

3:30 p.m. Agenda Review Session: 1-408-418-9388; access code: 248 249 50291; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 249 386 33157; password: 0320

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Friday, July 11, 2024, and ending at 6:00 p.m. on Monday, July 14, 2025, via the online testimony sign-up form link which can be accessed by clicking https://forms.gle/Vd7n381x3seaL1NW6 or in person outside council chambers beginning at 8:00 a.m. on July 14, 2025. You must sign up by 6:00 p.m. to be called on to testify. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

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

THE CITY OF SPOKANE

FINAL COUNCIL AGENDA

MEETING OF MONDAY, JULY 14, 2025

MISSION STATEMENT

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

MAYOR LISA BROWN
COUNCIL PRESIDENT BETSY WILKERSON

COUNCIL MEMBER JONATHAN BINGLE
COUNCIL MEMBER PAUL DILLON
VACANT POSITION – DISTRICT 2
COUNCIL MEMBER MICHAEL CATHCART
COUNCIL MEMBER KITTY KLITZKE
COUNCIL MEMBER ZACK ZAPPONE

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

City of Spokane Guest Wireless access for Council Chambers:

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

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

LAND ACKNOWLEDGEMENT

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

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

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

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

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

AGENDA REVIEW AND LEGISLATIVE SESSIONS

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

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

ADDRESSING THE COUNCIL

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

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

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

AGENDA REVIEW SESSION

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

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

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

APPROVAL BY MOTION OF THE DRAFT AGENDA

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

EXECUTIVE SESSION

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

LEGISLATIVE SESSION

(Council Reconvenes in Council Chamber)

LAND ACKNOWLEDGEMENT

PLEDGE OF ALLEGIANCE

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

ROLL CALL OF COUNCIL

PROCLAMATIONS AND SALUTATIONS

REPORTS FROM COMMUNITY ORGANIZATIONS
Grandview-Thorpe Neighborhood Council

ANNOUNCEMENTS
(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

CONSENT AGENDA

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

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

REPORTS, CONTRACTS AND CLAIMS	RECOMMENDATION	
1. Value Blankets with Special Asphalt Products, Inc. (Spokane) for the purchase of the following items for the Streets Department:	Approve All	
a. Nuvo Gap—$85,000.		OPR 2025-0470
b. SA Premier Crack Sealant—$130,000.		OPR 2025-0471
(Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke) Clint Harris		
2. Value Blanket Renewal 2 of 4 with Atlas Boiler & Equipment, Co. (Spokane) for the as-needed purchase of Maxon Gas Valves for the Waste to Energy Facility from September 15, 2025, through September 14, 2026—not to exceed $75,000 (plus tax). (Council Sponsor: Council Member Klitzke) Chris Averyt	Approve	OPR 2023-0895 RFQ 5950-23
3. Contract Renewal 2 of 3 with Bender CCP, Inc. (Portland, OR) for the as-needed boiler feedwater pump maintenance and repairs at the Waste to Energy Facility from September 1, 2025, through August 31, 2026—not to exceed $150,000 (plus tax). (Council Sponsor: Council Member Klitzke) Chris Averyt	Approve	OPR 2023-0896 PW ITB 5918-23

4.	Contract with TRM Services, Inc. (Spokane Valley, WA) for the purchase and installation of a 250-ton air conditioning unit at the Waste to Energy Facility from July 15, 2025, through December 31, 2025—$248,748 (plus tax). (Council Sponsor: Council Member Klitzke) Chris Averyt	Approve	OPR 2025-0466 IPWQ 6376-25
5.	No-cost Contract Amendment with Pomp Tire Services (Spokane) converting the contract to a Master Contract for miscellaneous tire services from July 1, 2024, through June 30, 2029. (Council Sponsors: Council Members Klitzke and Bingle) Rick Giddings	Approve	OPR 2024-0527
6.	No-cost Contract Amendments converting the contracts to Master Contracts for general repair and maintenance of medium and heavy-duty trucks and equipment from May 1, 2024, through April 30, 2029, with:	Approve	RFP 6037-24
	a. Western Peterbilt, LLC dba Dobbs Peterbilt (Liberty Lake, WA)		OPR 2024-0490
	b. Kenworth Sales Company (Spokane)		OPR 2024-0491
	c. SWS Equipment, Inc. (Spokane Valley, WA)		OPR 2024-0494
	d. RWC International, Ltd., RWC Group (Spokane Valley, WA)		OPR 2024-0495
	(Council Sponsor: Council President Wilkerson) Rick Giddings		

The following item was deferred indefinitely during the June 30, 2025, 3:30 p.m. Agenda Review Session (OPR 2025-0199):

7.	~~Development Reimbursement Agreement for the Seven Mile Sewer Pump Station. (Deferred from May 19, 2025, Agenda, during the May 5, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsor: Council Member Dillon)~~ ~~Marlene Feist / Eldon Brown~~	~~Approve & Authorize Contract~~	~~OPR 2025-0199~~
8.	Memorandum of Understanding and Agreement Amendment with the Spokane City Council, the Office of Neighborhood Services, and Utility Billing regarding the Residential Lighting Program effective July 1, 2025, through December 31, 2026—$150,000. (Council Sponsor: Council Member Klitzke) Marlene Feist	Approve	OPR 2024-0892
9.	Interlocal Agreement with Spokane County regarding uses and allocation of Aquifer Protection Area revenues for 2026 through 2045. (Council Sponsor: Council Member Klitzke) Marlene Feist	Approve	OPR 2025-0465

10.	Contract Renewal with Alliant Insurance Services (Spokane) for employee benefits broker and consultant services from July 1, 2025, through June 30, 2027—$405,000 ($145,000 annually) (plus tax). (Council Sponsors: Council President Wilkerson and Council Member Dillon) Allison Adam	Approve	OPR 2022-0465 RFP 5652-22
11.	Public Works Agreement with McKinstry, CO., LLC (Spokane) for the Wesihaupt Burner No. 3 and boiler controls upgrade at the Riverside Park Water Reclamation Facility from June 3, 2025, through June 1, 2026—$369,900 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke) Kyle Arrington	Approve	OPR 2025-0467 PW ITB 6367-25
12.	Contract with McKinstry Essention, LLC (Seattle, WA) to perform HVAC improvements at the Riverside Park Water Reclamation Facility from June 22, 2025, to December 31, 2026—$2,753,237 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke) Fred Brown	Approve	OPR 2025-0468
13.	Interagency Agreement with the Washington State Department of Commerce through Clean Energy Community Grants for Water Department solar installation from July 1, 2025, through March 31, 2027—$2,806,700 (Match requirement: $192,000). (Council Sponsors: Council Members Klitzke and Bingle) Raylene Gennett	Approve	OPR 2025-0469
14.	Revenue Lease Agreement with the City of Seattle for a monthly lease payment of $2,200 (plus applicable sales tax) per server rack cabinet placed in the Information Technology Department Data Center from July 1, 2025, through June 30, 2030—$1,086,089.48 expected total Revenue. (The monthly per-cabinet charge will increase 3% annually, beginning on the first anniversary of the effective date of the agreement.) (Council Sponsor: Council Member Dillon) Cylas Engeland	Approve	OPR 2025-0499
15.	Report of the Mayor of pending:	Approve & Authorize Payments	
	a. Claims and payments of previously approved obligations, including those of Parks and Library, through June 27, 2025, total $15,021,957.24, with Parks and Library claims approved by their respective boards. Warrants		CPR 2025-0002

excluding Parks and Library total $14,543,142.04.

b. Claims and payments of previously approved obligations, including those of Parks and Library, through July 4, 2025, total $5,559,303.30, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $5,098,712.70. **CPR 2025-0002**

c. Payroll claims of previously approved obligations through July 5, 2025: $10,884,807.67. **CPR 2025-0003**

16. Minutes: **Approve All**

a. City Council Meeting Minutes: June 16, June 23, and July 2, 2025. **CPR 2025-0013**

b. City Council Urban Experience Standing Committee Meeting Minutes: April 14, 2025. **CPR 2025-0017**

c. City Council Public Infrastructure, Environment, and Sustainability Standing Committee Meeting Minutes: June 16, 2025. **CPR 2025-0019**

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

ORD C36713 **Amending Ordinance No. C36626, entitled in part, "An Ordinance adopting a Biennial Budget for the City of Spokane," and amending it to accept the Community-based Private-public Partnership (CBP3) Grant, and declaring an emergency. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)**
James "Trey" George

ORD C36717 **Amending Ordinance No. C36626, entitled in part, "An Ordinance adopting a Biennial Budget for the City of Spokane," and amending it to accept the Clean Energy Community Grant, and declaring an emergency. (Council Sponsors: Council Members Klitzke and Bingle)**
Raylene Gennett

The following item was deferred from the June 30, 2025, Agenda, during the June 30, 2025, 6:00 p.m. Legislative Session (ORD C36710):

ORD C36710 **Amending Ordinance No. C36626, entitled in part, "An Ordinance adopting a Biennial Budget for the City of Spokane," and amending it to allocate another round of opioid settlement funding, and declaring an emergency. (Council Sponsors: Council President Wilkerson and Council Members Dillon and Zappone)**
Maggie Yates

Council Sponsor requests motion to suspend Council Rules and consider the following Proposed Amendment:

Cathcart/Wilkerson Proposed Amendment:

- **Request motion to amend Special Budget Ordinance C36710 with an updated revised version filed July 11, 2025, and included in agenda packet under Special Budget Ordinance C36710.**

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2025-0047 **Updating the appointments of for and against committee members relating to Proposition No. 1 on the November 4, 2025, general election ballot regarding a proposed increase in the regular property tax levy for Citywide Park Improvements and Safety for a twenty-year period beginning in 2026. (Deferred from June 30, 2025, Agenda, during the June 23, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council President Wilkerson and Council Member Zappone)**
Nick Hamad

Zappone Proposed Amendment:

- **Request motion to amend Resolution 2025-0047 with proposed updates filed July 7, 2025, and included in agenda packet under Resolution 2025-0047. Note: If this amendment is adopted, it will result in an automatic deferral of the resolution to July 21, 2025, Agenda.**

RES 2025-0050 **Approving settlement with Seraphima Steffy-Kirkham—$300,000. (Council Sponsors: Council President Wilkerson and Council Member Dillon)**
Nate Odle

RES 2025-0051 **Relating to procurement of services and goods by the city to develop an inclusive, data-driven, and transparent process to improve participation by qualified small, minority, women, veteran owned**

businesses. (Council Sponsors: Council President Wilkerson and Council Member Dillon)
Alex Gibilisco

Wilkerson Proposed Amendment:

- Request motion to amend Resolution 2025-0051 with an updated revised version filed July 2, 2025, and included in agenda packet under Resolution 2025-0051.

ORD C36708 Relating to designated festival streets; adopting a new Section 12.08.060 to the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Zappone)
Adam McDaniel

ORD C36709 To ensure that housing development receiving public support is contributing to the availability of units providing long-term occupancy; modifying sections 08.15.020 and 08.15.040 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Bingle)
Spencer Gardner

ORD C36715 Of the City of Spokane establishing an Honorary Roadway Naming program and enacting a new chapter 12.14 to Title 12 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon and Cathcart)
Council Member Dillon

The following items were deferred from the June 30, 2025, Agenda, during the June 30, 2025, 3:30 p.m. Agenda Review Session (ORD C36701 and ORD C36702):

ORD C36701 Relating to Property Maintenance and Use Standards; enacting Chapter 10.63; amending Section 16A.05.220; and repealing Chapter 10.64 and 10.66 Sections 10.72.070 and 17F.070.520 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon and Zappone)
Jason Ruffing

ORD C36702 Simplifying the civil infraction system by creating a single infraction class; amending Titles 1, 4, 8, 10, 12, 13, 15, 16A, 17C, 17D and 18 of the Spokane Municipal Code; repealing Sections 01.05.150, 01.05.160, 01.05.170, 01.05.180, 01.05.190, 01.05.200, 01.05.210; and adopting a new Section 01.05.151 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon and Zappone)
Adam McDaniel

FIRST READING ORDINANCES

ORD C36718 Modifying the membership of the Climate Resilience and Sustainability Board to include a liaison designated by the Community Assembly, and amending Sections 04.41.020 and 04.41.030 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Bingle)
Chris Wright

ORD C36720 **Updating the City of Spokane's Complete Streets Program; amending Sections 04.40.080, 17H.020.010, 17H.020.030, 17H.020.040, and 17H.020.060; adopting new Sections 17H.020.015, 17H.020.055, 17H.020.070, and 17H.020.080; and repealing Sections 17H.020.020 of the Spokane Municipal Code. (Council Sponsors: Council Members Klitzke and Dillon)**
Jon Snyder

ORD C36721 **Relating to alcohol advertising regulations established by the Washington State Liquor Control Board; adopting a new Chapter 10.63 to the Spokane Municipal Code and setting an effective date. (Council Sponsors: Council President Wilkerson and Council Member Dillon)**
Council Member Dillon

Dillon Proposed Amendment:

- **Request motion to amend First Reading Ordinance C36721 with proposed updates filed July 8, 2025, and included in agenda packet under First Reading Ordinance C36721.**

Council Member Dillon requests motion to defer the following item to July 21, 2025, Agenda for First Reading and July 28, 2025, Agenda for Final Reading (ORD C36723):

ORD C36723 **Titled "Public Dollars For Public Benefit," relating to City public works; enacting a new Article XI, Chapter 07.06.800 of the Spokane Municipal Code, and setting an effective date. (Council Sponsors: Council Members Dillon and Zappone)**
Council Member Dillon

Dillon Proposed Amendment:

- **Request motion to amend First Reading Ordinance C36723 with proposed updates filed July 9, 2025, and included in agenda packet under First Reading Ordinance C36723.**

ORD C36722 **Relating to Imprest Funds; amending Sections 07.03.020, 07.03.040; Repealing Sections 07.03.050, 07.03.060, 07.03.070, 07.03.075, 07.03.090, 07.03.095, 07.03.100, 07.03.110, 07.03.112, 07.03.120, 07.03.121, 07.03.122, 07.03.123, 07.03.150, 07.03.151, 07.03.152, 07.03.153, 07.03.154, 07.03.155, 07.03.162, 07.03.170, 07.03.171, 07.03.190, 07.03.200, and 07.03.230 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Dillon)**
Adam McDaniel

Council Sponsor requests motion to suspend Council Rules and add the following item (ORD C36719):

ORD C36719 **To adopt an overlay zone for property located at 2747 W. Thorpe Road in the City and County of Spokane, State of Washington, by amending the official zoning map to show a planned unit development overlay zone for said property. (Council Sponsors: Council President Wilkerson and Council Member Bingle)**
Spencer Gardner

FURTHER ACTION DEFERRED

SPECIAL CONSIDERATIONS

		RECOMMENDATION	
S1.	Order of Dismissal regarding Victory Heights appeal on the record by Citizens Stefen Harvey and Steve Barrett of the Hearing Examiner's May 1, 2025, decision on Victory Heights Development (Z23-044PPUD). (Note: No public testimony is allowed on this item.) (Council Sponsors: Council President Wilkerson and Council Member Dillon)	Approve	LGL 2025-0019

HEARINGS

		RECOMMENDATION
H1.	Hearing to accept testimony from the public regarding candidates for the District 2, Position 2 Council vacancy. All candidate application materials can be found here: Barak Mendoza, Barry Barfield, Joshua Awesome, Kris Neely, Krista Featherstone, Kristina Sabestinas, Ryan Oelrich, Shelby Lambdin, and Travis Ryan Henderson. The recording of the public interviews of select candidates can be found here: https://vimeo.com/1100409642.	Hold Hrg/ Close Hrg

OPEN FORUM

At the conclusion of legislative business, the Council may recess briefly and then convene an open public comment period for up to twenty (20) speakers, unless a majority of council members vote otherwise. If more than twenty (20) people sign up for open forum, the individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during the calendar month. Each speaker is limited to no more than two (2) minutes. In order to participate in Open Forum, you must sign up beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet (https://my.spokanecity.org/citycouncil/documents/) or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. The virtual sign-up form can also be found here: https://forms.gle/Vd7n381x3seaL1NW6. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Speakers must sign themselves in

using a name. Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City other than items appearing on the final or draft agendas, pending hearing items, and initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

ADJOURNMENT

The July 14, 2025, Regular Legislative Session of the City Council is adjourned to July 21, 2025.

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

NOTES

Agenda Sheet for City Council:

Committee: PIES **Date:** 06/16/2025

Committee Agenda type: Consent

Council Meeting Date: 07/14/2025

Date Rec'd	6/11/2025		
Clerk's File #	OPR 2025-0470		
Cross Ref #	OPR 2023-0682		
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 JBINGLE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	1100 - STREETS NUVO GAP MATERIAL VALUE BLANKET		

Agenda Wording

The Street Department is seeking approval for a Value Blanket for the purchase of Nuvo Gap, through Special Asphalt Products Inc., for no more than $85,000. The pricing is based upon the pricing found on State Contract #07121.

Summary (Background)

Nuvo Gap is a product that will preserve the lift and integrity of City roadways where cracks larger than one inch across have formed, preventing further degradation from moisture freeze/thaw cycles.

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	**$** 85,000
Current Year Cost	**$** 85,000
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 85,000	**#** 1100-21700-42300-53210-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	Recurring

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	
	ceharris@spokanecity.org
jwthomas@spokanecity.org	streetaccounting@spokanecity.org
rrinderle@spokanecity.org	kaiumu@spokanecity.org
streetaccounting@spokanecity.org	

Agenda Sheet for City Council:

Committee: PIES **Date:** 06/16/2025

Committee Agenda type: Consent

Council Meeting Date: 07/14/2025

Date Rec'd	6/11/2025
Clerk's File #	OPR 2025-0471
Cross Ref #	2023-0683
Project #	
Bid #	
Requisition #	

Submitting Dept	STREETS
Contact Name/Phone	CLINT HARRIS 625-7744
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	1100 - STREETS CRACK SEALANT VALUE BLANKET

Agenda Wording

The Street Department is seeking approval for a Value Blanket for the purchase of SA Premier Crack Sealant, from Special Asphalt Products Inc., for no more than $130,000. The pricing for this material is based upon the pricing found on State Contract #07121.

Summary (Background)

SA Premier Crack Sealant is a product used to extend the life of City roadways, greatly reducing the impact of freeze/thaw cycles on surface conditions and structural longevity.

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	**$** 130,000
Current Year Cost	**$** 130,000
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 130,000	**#** 1100-21700-42300-53210-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	Recurring

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	
	ceharris@spokanecity.org
jwthomas@spokanecity.org	streetaccounting@spokanecity.org
rrinderle@spokanecity.org	kaiumu@spokanecity.org
streetaccounting@spokanecity.org	

Agenda Sheet for City Council:

Committee: PIES **Date:** 06/16/2025

Committee Agenda type: Consent

Council Meeting Date: 07/14/2025

Date Rec'd	6/11/2025		
Clerk's File #	OPR 2023-0895		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	RFQ 5950-23
Contact Name/Phone	CHRIS AVERYT 625-6540	**Requisition #**	VB 301492
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	4490 VALUE BLANKET RENEWAL FOR THE PURCHASE OF MAXON GAS VALVES		

Agenda Wording

Value Blanket renewal 2 of 4 with Atlas Boiler & Equipment, Co. (Spokane, WA) for the as-needed purchase of Maxon Gas Valves for the Waste to Energy Facility from Sep. 15, 2025 - Sep. 14, 2026 and a total cost not to exceed $75,000.00, plus tax.

Summary (Background)

Gas valves are needed for the safe operation of the Waste to Energy Facility. To have replacement valves available during maintenance and repairs, RFQ 5950-23 was issued for their as-needed purchase. Two responses were received and Atlas Boiler, Co. was the low-cost bidder. The initial value blanket award was for one year with the option of four (4) additional one-year renewals. This will be the second renewal.

What impacts would the proposal have on historically excluded communities?

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

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

Not applicable

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

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

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

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

Council Subcommittee Review

Not applicable

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 75,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This is a routine repair and maintenance supply expense that is planned for annually in the Solid Waste Disposal budget and is only used on an as-needed basis.

Amount		Budget Account
Expense	$ 75,000.00	# 4490-44100-37148-53210-34002
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	AVERYT, CHRIS	PURCHASING	NECHANICKY, JASON
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

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

Value Blanket VB-301492	Base Year VB301492-000 Valid through 9/19/2023 to 9/18/2024	1st Option VB301492-001 Valid 9/19/2024 to 9/18/2025	2nd Option VB301492-002 Valid 9/19/2025 to 9/18/2026
	Per bid RFQ 5950-23, Pricing can be adjusted on the anniversary date of the award (9/19/202x) based on Supplier providing back up documentation. Pricing shall remain firm for a period of 6- months. Pricing adjustment requests will be considered every six-months thereafter, any proposed price increases must be fully documented and justified by the Supplier clearly identify the items impacted by the increase and be accompanied by documentation acceptable to Spokane City sufficient to justify the requested increase. The United States published indices such as the Producer Price Index (PPI), or other government data, may be referenced to help substantiate the Supplier's documentation.		
	Unit Price	Unit Price	Unit Price
PN - 300CMA11-BA22-BB21A0. Unit Pricing Should be inclusive of Top Valve Assembly, regardless, if position is R,L, AW and TO. Unit Pricing Should Not Include Tax. Unit Pricing Should Not Include Freight. Pricing shall be firm for a period of 6 months, from bid due date. Pricing adjustment requests will be considered on a semi-annual basis thereafter.	$8,612.87	$9,465.25	$10,411.77
PN - 150SMA21-AA22-BB11A0. Unit Pricing Should be inclusive of Top Valve Assembly, regardless, if position is R,L, AW and TO. Unit Pricing Should Not Include Tax. Unit Pricing Should Not Include Freight. Pricing shall be firm for a period of 6 months, from bid due date. Pricing adjustment requests will be considered on a semi-annual basis thereafter.	$4,933.56	$5,532.37	$6,085.60
PN - 200SMA21-AA22-BB11A0. Unit Pricing Should be inclusive of Top Valve Assembly, regardless, if position is R,L, AW and TO. Unit Pricing Should Not Include Tax. Unit Pricing Should Not Include Freight. Pricing shall be firm for a period of 6 months, from bid due date. Pricing adjustment requests will be considered on a semi-annual basis thereafter.	$6,107.56	$6,444.43	$7,390.14
PN - 600HMA11-BA22-BB31A0 . Unit Pricing Should be inclusive of Top Valve Assembly, regardless, if position is R,L, AW and TO. Unit Pricing Should Not Include Tax. Unit Pricing Should Not Include Freight. Pricing shall be firm for a period of 6 months, from bid due date. Pricing adjustment requests will be considered on a semi-annual basis thereafter.	$25,655.67	$27,067.31	$29,774.04

Bob Dowers, bob@nbiatlasboiler.com Office 509 535 1300 / Cell 737 4052	Base Year Pricing Was Per Atlas Boiler Response to RFQ 5950-23	Name	Bob Dowers
		Signature	
		Date	04/03/2025

License Information:

New search Back to results

Entity name: ATLAS BOILER & EQUIPMENT CO.

Business name: ATLAS BOILER & EQUIPMENT CO INC

Entity type: Profit Corporation

UBI #: 601-089-229

Business ID: 001

Location ID: 0002

Location: Active

Location address: 3815 E TRENT AVE
SPOKANE WA 99202-4422

Mailing address: 3815 E TRENT AVE
SPOKANE WA 99202-4422

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Cheney General Business - Non-Resident	BUS2012-017			Active	May-31-2026	Jan-15-2019
Richland General Business - Non-Resident	F03			Active	May-31-2026	Sep-04-2013
Spokane General Business	T12040148BUS			Active	May-31-2026	Oct-15-2012
Spokane Valley General Business - Non-Resident	02805			Active	May-31-2026	Apr-26-2004
Yakima General Business - Non-Resident	BL078728			Active	May-31-2026	Jul-30-2014

Owners and officers on file with the Department of Revenue

Owners and officers	Title
DAVID, LILLIE	
DAVID, ROBERT	

Registered Trade Names

Registered trade names	Status	First issued
ATLAS BOILER & EQUIPMENT CO INC	Active	Sep-11-2023

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 6/11/2025 10:56:59 AM

Agenda Sheet for City Council:

Committee: PIES **Date:** 06/16/2025

Committee Agenda type: Consent

Council Meeting Date: 07/14/2025

Date Rec'd	6/11/2025		
Clerk's File #	OPR 2023-0896		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	PW ITB 5918-23
Contact Name/Phone	CHRIS AVERYT 625-6540	**Requisition #**	CR 27633
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	4490 CONTRACT RENEWAL FOR BOILER FEEDWATER PUMP SERVICES		

Agenda Wording

Contract renewal 2 of 3 with Bender CCP, Inc. (Portland, OR) for as-needed boiler feedwater pump maintenance and repairs at the3 Waste to Energy Facility from Sept. 1, 2025 - Aug. 31, 2026 and a total cost not to exceed $150,000.00, plus tax.

Summary (Background)

The Waste to Energy Facility utilizes Sulzer Pumps to supply water to the boilers to be converted into high pressure steam. On June 26, 2023, bidding closed on PW ITB 5918-23 for the as-needed service of these pumps and Bender CCP was selected as the low-cost bidder. The initial contract award was for one year with the option of three (3) additional one-year renewals. This will be the second renewal.

What impacts would the proposal have on historically excluded communities?

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

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

Not applicable

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

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

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

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

Council Subcommittee Review

Not applicable

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 150,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This is a routine repair and maintenance service expense that is planned for annually in the Solid Waste Disposal budget and is only utilized on an as-needed basis.

Amount		Budget Account
Expense	$ 150,000.00	# 4490-44100-37148-54803-34002
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	AVERYT, CHRIS	PURCHASING	NECHANICKY, JASON
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Mike Potter, mpotter@benderccp.com	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

City Clerk's No. OPR 2023-0896

City of Spokane

CONTRACT RENEWAL
2 of 3

Title: **AS-NEEDED PUMP REPAIR**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BENDER CCP, INC.**, whose address is 2315 NW 21st Place, Portland, Oregon 97210 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Sulzer Boiler Feed Water Pumps On-Site and Off-Site As-Need Maintenance and Repair Services at the Waste to Energy Facility; and

WHEREAS, the initial contract provided for three (3) additional one-year renewals with this being the second of those renewals..

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

1. CONTRACT DOCUMENTS.
The Contract, dated September 20, 2023 and October 5, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATES.
This Contract Renewal shall become effective September 1, 2025 and end August 31, 2026.

3. COMPENSATION.
The City shall pay a maximum additional cost in the amount of **ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($150,000.00)**, excluding taxes, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

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

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

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

Attachments that are part of this Agreement:
Exhibit A – Certification regarding Debarment

25-126

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)

CITY OF SPOKANE - WTEF
SPOKANE, WA 99224-5400
PHONE 509 625 6527

OPR 2023-0896 (PW ITB 5918-23)	OPR 2023-0896	OPR 2023-0897	OPR 2023-0897
Sulzer Boiler Feed Water Pumps On-site and Off-site "as needed" Maintenance and Repair Services – Public Works Maintenance – On Call	Base Period	1 Renewal	2 Renewal
	9/1/2023 To 8/31/2024	9/1/2024 To 8/31/2025	9/1/2025 To 8/31/2026
Contractor Performing On-site Services			
Removal Boiler Feed Water Pump; "all-inclusive firm fixed price" comprised of Mobilization and Demobilization, all labor, supervision, materials, tooling, and equipment required to complete the proposed project in strict accordance with the contract documents.	**$14,400**	**$14,832.00**	**$15,277.00**
Installation Boiler Feed Water Pump; "all-inclusive firm fixed price" comprised of Mobilization and Demobilization, all labor, supervision, materials, tooling, and equipment required to complete the proposed project in strict accordance with the contract documents.	**$18,000**	**$18,540.00**	**$19,096.00**
Bearing Change; "all-inclusive firm fixed price" comprised of Mobilization and Demobilization, all labor, supervision, materials, tooling, and equipment required to complete the proposed project in strict accordance with the contract documents.	**$13,320**	**$13,719.60**	**$14,131.00**
Mechanical Seal Change; "all-inclusive firm fixed price" comprised of Mobilization and Demobilization, all labor, supervision, materials, tooling, and equipment required to complete the proposed project in strict accordance with the contract documents.	**$13,320**	**$13,719.60**	**$14,131.00**
Balance Drum and Liner Removal and Installation; "all-inclusive firm fixed price" comprised of Mobilization and Demobilization, all labor, supervision, materials, tooling, and equipment required to complete the proposed project in strict accordance with the contract documents.	**$14,400**	**$14,832.00**	**$15,277.00**
Hydraulic Performance and Vibration Testing; "all-inclusive firm fixed price" comprised of Mobilization and Demobilization, all labor, supervision, materials, tooling, equipment required to complete the proposed project in strict accordance with the contract documents.	**$16,920**	**$17,427.60**	**$17,950.00**
Contractor Providing On-Site Supervision			
Supervision of Removal Boiler Feed Water Pump; "firm fixed price" includes Mobilization and Demobilization, all supervision, and use of special laser tooling.	**$7,400**	**$7,622.00**	**$7,851.00**
Supervision of Installation Boiler Feed Water Pump; "firm fixed price" includes Mobilization and Demobilization, all supervision, and use of special laser tooling.	**$9,250**	**$9,527.50**	**$9,813.00**
Supervision of Bearing Change; "firm fixed price" includes Mobilization and Demobilization, all supervision, all supervision, and use of special laser tooling.	**$6,845**	**$7,050.35**	**$7,262.00**

Supervision of Removal Mechanical Seal Change "firm fixed price" includes Mobilization and Demobilization, all supervision, all supervision, and use of special laser tooling.	**$6,845**			**$7,050.35**			**$7,262,.00**		
Supervision of Balance Drum and Liner Removal and Installation "firm fixed price" includes Mobilization and Demobilization, all supervision, all supervision, and use of special laser tooling.	**$7,400**			**$7,622.00**			**$7,851.00**		
Supervision of Hydraulic Performance and Vibration Testing "firm fixed price" includes Mobilization and Demobilization, all supervision, all supervision, and use of special laser tooling.	**$8,695**			**$8,955.85**			**$9,225.00**		
In regards to other On-Site Services that were "not listed above" that may be required:									
Vendor To Define What Constitutes "Straight Time":	M-F 7am - 3:30pm.			M-F 7am - 3:30pm.			M-F 7am - 3:30pm.		
Vendor To Define What Constitutes "Overtime" :	Any time over 8hrs in day, or 40 hrs. in a week; Saturdays			Any time over 8hrs in day, or 40 hrs. in a week; Saturdays			Any time over 8hrs in day, or 40 hrs. in a week; Saturdays		
Vendor To Define What Constitutes "Double-Time":	Sunday and Holidays			Sunday and Holidays			Sunday and Holidays		
Vendor's Hourly Rates For On-Site Services	Description	Description	Description	Description	Description	Description	Description	Description	Description
Hourly Rates & Classifications	Straight Time	Overtime	Double Time	Straight Time	Overtime	Double Time	Straight Time	Overtime	Double Time
Onsite Supervisor	**$185**	**$277.50**	**$370**	**$190.55**	**$285.83**	**$381.10**	**$196.27**	**$294.41**	**$392.53**
Onsite Mechanic	**$180**	**$270**	**$360**	**$185.40**	**$278.10**	**$370.80**	**$190.96**	**$286.44**	**$381.92**
Travel	**$180**	**$270**	**$360**	**$185.40**	**$278.10**	**$370.80**	**$190.96**	**$286.44**	**$381.92**
Standby	**$180**	**$270**	**$360**		**$278.10**	**$370.80**	**$190.96**	**$286.44**	**$381.92**
Percentage Markup For Parts / Materials Above Cost	**15%**			**15%**			**15%**		
Off-Site Services At Vendor's Location									
Vendor To Define What Constitutes "Straight Time":	M-F, 6AM - 2:30PM			M-F, 6AM - 2:30PM			M-F, 6AM - 2:30PM		
Vendor To Define What Constitutes "Overtime" :	Anytime order 8hrs in a day, or 40 hrs. in a week, Saturdays			Anytime order 8hrs in a day, or 40 hrs. in a week, Saturdays			Anytime order 8hrs in a day, or 40 hrs. in a week, Saturdays		
Vendor To Define What Constitutes "Double-Time":	Sunday and Holidays			Sunday and Holidays			Sunday and Holidays		
Vendor's Hourly Rates For Off-Site Services	Description	Description	Description	Description	Description	Description	Description	Description	Description
Hourly Rates & Classifications	Straight Time	Overtime	**Double Time**	Straight Time	Overtime	**Double Time**	Straight Time	Overtime	**Double Time**
Supervisor	$185	$277.50	$370	**$190.55**	**$285.83**	**$381.10**	**$196.27**	**$294.41**	**$392.53**
Mechanic	$180	$270	$360	**$185.40**	**$278.10**	**$370.80**	**$190.96**	**$286.44**	**$381.92**
Percentage Markup For Parts / Materials Above Cost	15%			15%			15%		
Ground Freight Cost Would Be Prepay and Add	**Prepay & Add**			**Prepay & Add**			**Prepay & Add**		

Bender CCP, Inc
Mr. Pete Weaver
Phone 503 853 6487
pweaver@benderccp.com

Base Period Pricing was per Bender CCP, Inc response to PW ITB 5918-23

Name	Pete Weaver
Signature	Pete Weaver
Date	3/28/25

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: BENDER CCP, INC.

Business name: BENDER CCP

Entity type: Profit Corporation

UBI #: 604-395-964

Business ID: 001

Location ID: 0001

Location: Active

Location address: 2150 E 37TH ST
VERNON CA 90058-1417

Mailing address: PO BOX 847
BENICIA CA 94510-0847

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	Sep-30-2025	Aug-03-2023

Owners and officers on file with the Department of Revenue

Owners and officers	Title
POTTER, MICHAEL	

Registered Trade Names

Registered trade names	Status	First issued
S & S WELDING	Active	Oct-07-2021

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 4/2/2025 8:38:21 AM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/11/2025

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
Arthur J. Gallagher Risk Management Services, LLC
2121 N. California Blvd., Suite 350
Walnut Creek CA 94596

License#: 0D69293
UNICMEC-02

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): 925-299-1112 **FAX (A/C, No):** 925-925-0328
E-MAIL ADDRESS: GSC_Construction_Certrequests@AJG.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co of America	25674
INSURER B : Indian Harbor Insurance Company	36940
INSURER C : The Travelers Indemnity Company of CT	25682
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Bender CCP, Inc.
2150 East 37th Street
Benicia CA 94510

COVERAGES **CERTIFICATE NUMBER:** 1693562728 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	Y-660-4W505673-TIL-25	3/10/2025	3/10/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	810-4W504246-25-14-G	3/10/2025	3/10/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			CUP-4W505925-25-14	3/10/2025	3/10/2026	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
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	Y	UB4W50450A-25-14-G	3/10/2025	3/10/2026	[ ] 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
B	Pollution Liability Pollution Liability			PEC003714113	3/10/2025	3/10/2026	Each Occurrence Aggregate	10,000,000 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excess / Umbrella follows form over the general liability, auto and employers' liability policies.

RE: Bid Number PW ITB 5918-23; Sulzer Boiler Feed Water Pumps On-site and Off-site "as needed" Maintenance and Repair Services – Public Works Maintenance – On Call; Bender job # 221-1363; Customer PO # 126924 REV.#2; S2022 Unit 2B Boiler Feed Pump Rebuild; Project Location: FS – Springerville Generating Station, Springerville, AZ; Shop – Bender CCP's Vernon, CA facility; Solid Waste Disposal ADDITIONAL INSURED(S): City of Spokane, its officers and employees, all of the parties

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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EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, IN PART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE.

COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

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

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS**.

SECTION I – COVERAGES

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage **A** of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage **A** of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.

2. Coverage **A** of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any provisions to the contrary contained in this insurance.

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

4. For the purposes of Paragraph **1.** above:

a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:

(1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess

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Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";

(2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or

(3) Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage **A** of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

b. If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph **a.** above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.

5. When the "underlying insurance" applies on a claims-made basis and includes a retroactive date provision, the retroactive date for Coverage **A** of this insurance is the same as the retroactive date of that "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

1. We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which Coverage **B** of this insurance applies.

2. Coverage **B** of this insurance applies to "bodily injury" or "property damage" only if:

a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;

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.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – 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, in whole or in part, 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.

3. Coverage **B** of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.

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

5. "Bodily injury" or "property damage":

a. Which occurs during the policy period; and

b. Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B –**

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UMBRELLA LIABILITY of **SECTION II – WHO IS AN INSURED**, or any "employee" authorized by you to give notice of an "occurrence" or claim;

includes any continuation, change or resumption of the "bodily injury" or "property damage" after the end of the policy period.

6. "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.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

c. Becomes aware by any other means that the "bodily injury" or "property damage" has occurred or has begun to occur.

7. 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".

8. Coverage **B** of this insurance does not apply to damages covered by any "underlying insurance" or that would have been covered by any "underlying insurance" but for the exhaustion of its applicable limit of insurance.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

1. We will reimburse the insured, or pay on the insured's behalf, "crisis management service expenses" to which Coverage **C** applies.

2. Coverage **C** of this insurance applies to "crisis management service expenses" that:

a. Arise out of a "crisis management event" that first commences during the policy period;

b. Are incurred by the insured, after a "crisis management event" first commences and before such event ends; and

c. Are submitted to us within 180 days after the "crisis management advisor" advises you that the "crisis management event" no longer exists.

3. A "crisis management event" will be deemed to:

a. First commence at the time when any "executive officer" first becomes aware of an "event" or "occurrence" that leads to that "crisis management event"; and

b. End when we decide that the crisis no longer exists or when the Crisis Management Service Expenses Limit has been exhausted, whichever occurs first.

4. The amount we will pay for "crisis management service expenses" is limited as described in **SECTION III – LIMITS OF INSURANCE**.

5. A "self-insured retention" does not apply to "crisis management service expenses".

6. Any payment of "crisis management service expenses" that we make will not be determinative of our obligations under this insurance with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

D. DEFENSE AND SUPPLEMENTARY PAYMENTS

1. We will have the right and duty to defend the insured:

a. Under Coverage **A**, against a "suit" seeking damages to which such coverage applies, if:

(1) The "applicable underlying limit" is the applicable limit of insurance stated for a policy of "underlying insurance" in the Schedule Of Underlying Insurance and such limit has been exhausted solely due to payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; or

(2) The "applicable underlying limit" is the applicable limit of any "other insurance" and such limit has been exhausted by payments of judgments, settlements or medical expenses, or related costs or expenses (if such costs or expenses reduce such limits).

For any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance"; or

b. Under Coverage **B**, against a "suit" seeking damages to which such coverage applies.

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2. We have no duty to defend any insured against any "suit":
   a. Seeking damages to which this insurance does not apply; or
   b. If any other insurer has a duty to defend.
3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.
4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.
5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:
   a. All expenses we incur.
   b. The cost of:
      (1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or
      (2) Appeal bonds and bonds to release attachments;

      but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.
   d. 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.
   e. 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.
   f. All interest that accrues on the full amount of any judgment 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. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

   With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage **A**, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and
2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:
   a. The limits of insurance afforded to such person or organization will be:
      (1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or
      (2) The limits of insurance of this policy;

      whichever is less; and
   b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage **B**:

1. The Named Insured shown in the Declarations is an insured.
2. If you are:

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a. An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, 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, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.

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

3. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "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 injury":

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

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

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

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

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

(a) Owned, occupied or used by; or

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

you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

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

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

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

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That

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representative will have all your rights and duties under this insurance.

4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and 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 for such organization does not apply to:

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

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

      before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named 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. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph **B.** of **SECTION II – WHO IS AN INSURED**.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

With respect to Coverage **C**, the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.

2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, 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 for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

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

SECTION III – LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought;
3. Number of vehicles involved;
4. Persons or organizations making claims or bringing "suits"; or
5. Coverages provided under this insurance.

As indicated in Paragraph **D.1.** of **SECTION I – COVERAGES**, for any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the

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limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

B. The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and

2. Defense expenses if such expenses are within the limits of insurance of this policy;

except:

1. Damages and defense expenses because of "bodily injury" or "property damage" included in the "auto hazard";

2. Damages and defense expenses because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or

3. Damages and defense expenses for which insurance is provided under any Aircraft Liability coverage included as "underlying insurance" to which no aggregate limit applies.

C. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and

2. Defense expenses if such expenses are within the limits of insurance of this policy;

because of "bodily injury" or "property damage" included in the "products-completed operations hazard".

D. Subject to Paragraph **B.** or **C.** above, whichever applies, the Occurrence Limit is the most we will pay for the sum of all:

1. Damages, and defense expenses if such expenses are within the limits of insurance of this policy, under Coverage **A** arising out of any one "event" to which the "underlying insurance" applies a limit of insurance that is separate from any aggregate limit of insurance; and

2. Damages under Coverage **B** because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence".

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

E. The Crisis Management Service Expenses Limit is the most we will pay for the sum of all "crisis management service expenses" arising out of all "crisis management events". Payment of such "crisis management service expenses" is in addition to, and will not reduce, any other limit of insurance of this policy.

F. The limits of insurance of this policy 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. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV – EXCLUSIONS

This insurance does not apply to:

A. With respect to Coverage **A** and Coverage **B**:

1. Asbestos

a. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.

b. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any damages described in Paragraph **a.** above.

c. Any loss, cost or expense arising out of any:

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

(2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

2. Employment-Related Practices

Damages because of injury to:

a. A person arising out of any:

(1) Refusal to employ that person;

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

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(3) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

b. The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraphs **a.(1)**, **(2)** or **(3)** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

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

3. ERISA, COBRA And Similar Laws

Any obligation of the insured under:

a. The Employees Retirement Income Security Act Of 1974 (ERISA) or any of its amendments;

b. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or any of its amendments; or

c. Any similar common or statutory law of any jurisdiction.

4. Medical Expenses Or Payments

Any obligation of the insured under any "medical expenses" or medical payments coverage.

5. Nuclear Material

Damages arising out of:

a. The actual, alleged or threatened exposure of any person or property to; or

b. The "hazardous properties" of;

any "nuclear material".

As used in this exclusion:

a. "Hazardous properties" includes radioactive, toxic or explosive properties;

b. "Nuclear material" means "source material", "special nuclear material" or "by-product material"; and

c. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any of its amendments.

6. Uninsured or Underinsured Motorists, No-Fault And Similar Laws

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

a. Uninsured motorists;

b. Underinsured motorists;

c. Auto no-fault or other first-party personal injury protection (PIP);

d. Supplementary uninsured/underinsured motorists (New York); or

e. Medical expense benefits and income loss benefits (Virginia).

7. War

Damages arising out of:

a. War, including undeclared or civil war; or

b. 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

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

8. Workers Compensation And Similar Laws

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

B. With respect to Coverage **B**:

1. Expected Or Intended Bodily Injury Or Property Damage

"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.

2. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "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 that the insured would have in the absence of the contract or agreement.

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3. Liquor Liability

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

a. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;

b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

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

4. Employers Liability

"Bodily injury" to:

a. An "employee" of the insured arising out of and in the course of:

(1) Employment by the insured; or

(2) Performing duties related to the conduct of the insured's business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph **a.** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

5. Pollution

a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

b. Any loss, cost or expense arising out of any:

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

(2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization 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".

6. Aircraft

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

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

7. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto". Use includes operation and "loading or unloading".

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

This exclusion does not apply to "bodily injury" or "property damage" caused by an "occurrence" that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

8. Watercraft

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership,

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maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to a watercraft:

a. While ashore on premises owned by or rented to any insured; or

b. That is 50-feet long or less and that:

(1) You own; or

(2) You do not own and is not being used to carry any person or property for a charge.

9. Electronic Data

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

10. Damage To Property, Products Or Work

"Property damage" to:

a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, 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;

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

c. Property loaned to you;

d. Personal property in the care, custody or control of the insured;

e. 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;

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

g. "Your product" arising out of "your product" or any part of it; or

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

11. 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:

a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

b. A delay or failure by you, or anyone acting on your behalf, to fulfill the terms of a contract or agreement.

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.

12. 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:

a. "Your product";

b. "Your work"; or

c. "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.

13. Violation Of Consumer Financial Protection Laws

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

14. Unsolicited Communication

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

15. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

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16. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

17. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

18. Material Published Or Used Prior To Policy Period

a. "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

b. "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

19. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

20. Breach Of Contract

"Personal injury" or "advertising injury" arising out of a breach of contract.

21. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

22. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

23. Intellectual Property

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

a. Copyright;

b. Patent;

c. Trade dress;

d. Trade name;

e. Trademark;

f. Trade secret; or

g. Other intellectual property rights or laws.

This exclusion does not apply to:

a. "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

b. Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

24. Insureds In Media And Internet Type Business

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

a. Advertising, "broadcasting" or publishing;

b. Designing or determining content of web-sites for others; or

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

This exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

a. Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

b. The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

25. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

26. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

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C. With respect to Coverage **C**:

Newly Acquired, Controlled Or Formed Entities

"Crisis management service expenses" arising out of a "crisis management event" that involves any organization you newly acquire or form and that occurred prior to the date you acquired or formed that organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed such organization.

SECTION V – CONDITIONS

A. APPEALS

1. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit" or "self-insured retention", we may do so.

2. If we appeal such a judgment, we will pay all costs of the appeal. These payments will not reduce the applicable limits of insurance. In no event will our liability exceed the applicable limit of insurance.

B. BANKRUPTCY

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

2. In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" had not become bankrupt or insolvent.

C. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 60 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this insurance is cancelled, we will send such first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If such first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this policy.

E. CURRENCY

Payments for damages or expenses described in Paragraph **5.** of Paragraph **D.**, **DEFENSE AND SUPPLEMENTARY PAYMENTS**, of **SECTION I – COVERAGES** will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceeding the date the payment is processed.

F. DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as practicable of an "event" or "occurrence" which may result in a claim under this insurance. To the extent possible, notice should include:

a. How, when and where the "event" or "occurrence" took place;

b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses; and

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

2. If a claim is made or "suit" is brought against any insured which may result in a claim under this insurance, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.

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3. With respect to Coverage **A**, the insured must:
   a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";
   b. Comply with the terms of the "underlying insurance"; and
   c. Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under this policy or any policy of "underlying insurance".
4. With respect to Coverage **B**, the insured must:
   a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
   b. Authorize us to obtain necessary records and other information;
   c. Cooperate with us in the investigation, settlement or defense of any claim or "suit"; and
   d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which Coverage **B** may apply.
5. No insured will, except at that insured's own expense, voluntarily make a payment, assume any obligation, make any admission or incur any expense, other than for first aid for "bodily injury" covered by this insurance, without our consent.
6. Knowledge of an "event", "occurrence", claim or "suit" by your agent, servant or "employee" will not constitute knowledge by you, unless your insurance or risk manager, or anyone working in the capacity as your insurance or risk manager, or anyone you designate with the responsibility of reporting an "event", "occurrence", claim or "suit":
   a. Has received notice of such "event", "occurrence", claim or "suit" from such agent, servant or "employee"; or
   b. Otherwise has knowledge of such "event", "occurrence", claim or "suit".

G. DUTIES REGARDING A CRISIS MANAGEMENT EVENT

You must:

1. Notify us within 30 days of a "crisis management event" that may result in "crisis management service expenses".
2. Provide written notice of the "crisis management event" as soon as practicable. To the extent possible, notice should include:
   a. How, when and where that "crisis management event" took place;
   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the named and addresses of any witnesses;
   c. The nature and location of any injury or damage arising out of that "crisis management event"; and
   d. The reason that "crisis management event" is likely to involve damages covered by this insurance in excess of the "applicable underlying limit" or "self-insured retention" and involve regional or national media coverage.

H. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

1. At any time during the policy period;
2. Up to three years after the end of the policy period; and
3. Within one year after final settlement of all claims under this insurance.

I. EXTENDED REPORTING PERIOD OPTION

1. When the "underlying insurance" applies on a claims-made basis, any automatic or basic "extended reporting period" in such "underlying insurance" will apply to this insurance.
2. When the "underlying insurance" applies on a claims-made basis and you elect to purchase an optional or supplemental "extended reporting period" in such "underlying insurance," that "extended reporting period" will apply to this insurance only if:
   a. A written request to purchase an Extended Reporting Period endorsement for this insurance is made by you and received by us within 90 days after the end of the policy period;

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b. You have paid all premiums due for this policy at the time you make such request;

c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and

d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.

3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.

4. Except with respect to any provisions to the contrary contained in Paragraphs **1.**, **2.** or **3.** above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

a. Are safe or healthful; or

b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:

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 insurance unless all of its terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

a. Are not payable under the terms of this insurance; or

b. 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.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage **A** is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:

a. Coverage;

b. Limits of insurance;

c. Termination of any coverage; or

d. Exhaustion of aggregate limits.

3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage **A** is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing,

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excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage **A** is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.

2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.

2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph **4.** below.

3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.

4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED**.

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item **5.** of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.

2. We do not assume responsibility for:

a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or

b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or

2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;

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

3. We have issued this insurance in reliance upon your representations.

S. 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 shown in the Declarations, this insurance applies:

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

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

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T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. 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 and 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, and with respect to Coverage **A**, the "underlying insurer", enforce them.

   If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:

   a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;

   b. Next, to us; and

   c. Then, to any person or organization (including the insured and with respect to Coverage **A**, the "underlying insurer") that is entitled to claim the remainder, if any.

3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.

2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:

   a. A court decision; or

   b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and

2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:

   a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; and

   b. The applicable limit of insurance of any "other insurance" that applies.

   The limits of insurance in any policy of "underlying insurance" will apply even if:

   a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or

   b. The "underlying insurer" becomes bankrupt or insolvent.

2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.

3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.

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5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.

6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.

7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:

a. Another insurance company;

b. Us or any of our affiliated insurance companies;

c. Any risk retention group;

d. Any self-insurance method or program, in which case the insured will be deemed to be the provider of such insurance; or

e. Any similar risk transfer or risk management method.

"Other insurance" does not include:

a. Any "underlying insurance"; or

b. Any policy of insurance specifically purchased to be excess of the limits of insurance of this policy shown in the Declarations.

8. "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 the work called for in your contract has been completed;

(b) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification listed in a policy of Commercial General Liability "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.

9. "Suit" means a civil proceeding which alleges damages. "Suit" includes:

a. An arbitration proceeding in which damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding to which the insured submits with our consent.

10. "Underlying insurance":

a. Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance.

b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

c. Does not include any part of the policy period of any of the policies described in Paragraphs **a.** or **b.** above that began before, or that continues after, the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

11. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance.

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B. With respect to Coverage **B** and, to the extent that the following terms are not defined in the "underlying insurance", to Coverage **A**:

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 purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

a. Means injury, other than "personal injury", caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any such programming.

6. "Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment or for the purpose of conducting a business transaction:

a. Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account;

b. Information bearing on a person's credit worthiness, credit standing or credit capacity;

c. Social security number;

d. Driver's license number; or

e. Birth date.

7. "Consumer financial protection law" means:

a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);

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b. California's Song-Beverly Credit Card Act and any of its amendments; or

c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".

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

9. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

10. "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 the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

11. "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".

12. "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".

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

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

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

c. Vehicles that travel on crawler treads.

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

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

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

e. Vehicles not described in Paragraph **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 Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

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14. "Occurrence" means:

a. With respect to "bodily injury" or "property damage":

(1) An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" or "property damage". All "bodily injury" or "property damage" caused by such exposure to substantially the same general harmful conditions will be deemed to be caused by one "occurrence"; or

(2) An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor, unless you are in the business or occupation of providing professional health care services;

b. With respect to "personal injury", an offense arising out of your business that results in "personal injury". All "personal injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits"; and

c. With respect to "advertising injury", an offense committed in the course of advertising your goods, products and services that results in "advertising injury". All "advertising injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits".

15. "Officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

16. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

17. "Pollutants" mean 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.

18. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will 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 will 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.

19. "Self-insured retention" is the greater of:

a. The amount shown in the Declarations which the insured must first pay under Coverage **B** for damages because of all

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"bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence"; or

b. The applicable limit of insurance of any "other insurance" that applies.

20. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization other than you.

21. "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.

22. "Title" means the name of a literary or artistic work.

23. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

24. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed by 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.

C. With respect to Coverage **C**:

1. "Crisis management advisor" means any public relations firm or crisis management firm approved by us that is hired by you to perform "crisis management services" in connection with a "crisis management event".

2. "Crisis management event" means an "event" or "occurrence" that your "executive officer" reasonably determines has resulted, or may result, in:

a. Damages covered by this Coverage **A** or Coverage **B** that are in excess of the total applicable limits of the "underlying insurance" or "self-insured retention"; and

b. Significant adverse regional or national media coverage.

3. "Crisis management service expenses" means amounts incurred by you, after a "crisis management event" first commences and before such event ends:

a. For the reasonable and necessary:

(1) Fees and expenses of a "crisis management advisor" in the performance for you of "crisis management services" solely for a "crisis management event"; and

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(2) Costs for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a "crisis management advisor" solely for a "crisis management event"; and

b. For the following expenses resulting from such "crisis management event", provided that such expenses have been approved by us:

(1) Medical expenses;

(2) Funeral expenses;

(3) Psychological counseling;

(4) Travel expenses;

(5) Temporary living expenses;

(6) Expenses to secure the scene of a "crisis management event"; or

(7) Any other expenses pre-approved by us.

4. "Crisis management services" means those services performed by a "crisis management advisor" in advising you or minimizing potential harm to you from a "crisis management event" by maintaining or restoring public confidence in you.

5. "Executive officer" means your:

a. Chief Executive Officer;

b. Chief Operating Officer;

c. Chief Financial Officer;

d. President;

e. General Counsel;

f. General partner (if you are a partnership); or

g. Sole proprietor (if you are a sole proprietorship);

or any person acting in the same capacity as any individual listed above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

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

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

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

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

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

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

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

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

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

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

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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

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

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

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

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

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR MANUFACTURERS AND WHOLESALERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

A. Who Is An Insured – Unnamed Subsidiaries

B. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer Workers

C. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

D. Blanket Additional Insured – Broad Form Vendors

E. Blanket Additional Insured – Controlling Interest

F. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

G. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

I. Blanket Additional Insured – Grantors Of Franchises

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Blanket Waiver Of Subrogation

M. Contractual Liability – Railroads

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

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

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

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

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

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

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

a. A limited liability company;

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

c. A trust;

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

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B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

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

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

C. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

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

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

a. A limited liability company;

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

c. A trust;

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

D. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

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

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

a. Occurs subsequent to the signing of that contract or agreement; and

b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

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

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

b. The insurance provided to such vendor does not apply to:

(1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;

(2) Any change in "your products" made by such vendor;

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

(4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

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

(6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or

b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

E. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

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

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

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

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

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

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

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

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

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

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

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

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

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

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

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

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

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issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

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

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

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

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

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

I. BLANKET ADDITIONAL INSURED – GRANTORS OF FRANCHISES

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

Any person or organization that grants a franchise to you is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your operations in the franchise granted by that person or organization.

If a written contract or agreement exists between you and such additional insured, the limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

J. INCIDENTAL MEDICAL MALPRACTICE

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

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

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

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

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

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

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

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

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

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

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

   "Incidental medical services" means:

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

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

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

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

K. MEDICAL PAYMENTS – INCREASED LIMIT

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

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

   a. $10,000; or

   b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. BLANKET WAIVER OF SUBROGATION

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

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

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

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

subsequent to the execution of the contract or agreement.

M. CONTRACTUAL LIABILITY – RAILROADS

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

   c. Any easement or license agreement;

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

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c. Method Of Sharing

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

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

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

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

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.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast 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 purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is 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.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(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.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5.**, **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-4W50450A-24-14-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

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.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.	

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 3/10/2025 Policy No. UB-4W50450A-25-14-G Endorsement No.
Premium

Insured: Bender CCP, Inc.

Countersigned by_____

Insurance Company: Travelers Property Casualty Co of America

DATE OF ISSUE: 3/10/2025 ST ASSIGN:

Agenda Sheet for City Council:

Committee: PIES **Date:** 06/16/2025

Committee Agenda type: Consent

Council Meeting Date: 07/14/2025

Date Rec'd	6/11/2025		
Clerk's File #	OPR 2025-0466		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	IPWQ 6376-25
Contact Name/Phone	CHRIS AVERYT 625-6540	**Requisition #**	CR 27632
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	4490 PURCHASE AND INSTALLATION OF AN AIR CONDITIONING UNIT		

Agenda Wording

Contract award to TRM Services, Inc. (Spokane Valley, WA) for the purchase and installation of a 250 ton air conditioning unit at the Waste to Energy Facility from Jul. 15, 2025-Dec. 31, 2025 and a total cost of $248,748.00, plus tax.

Summary (Background)

The Waste to Energy Facility has done several upgrades to its motors and mechanical controls in the past several years. These upgrades incorporated electrical controls, that reduce the amount of electricity the facility consumes during operation, which increases the amount of electricity available for sale to the grid. However, the upgraded equipment is producing more heat in the space it resides in and coupled with the recent extreme heat events, requires additional cooling to ensure optimum operating efficiency and increase the equipment's longevity. On May 19, 2025 bidding closed on IPWQ 6376-25 for the purchase and installation of the needed air conditioning unit for this space. Two responses were received and TRM Services, Inc. was the low-cost bidder.

What impacts would the proposal have on historically excluded communities?

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

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

Not applicable.

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

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

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

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

Council Subcommittee Review

Not applicable

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 248,748.00 plus tax
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This is a one time Capital expense that was planned for in the 2025 Solid Waste Disposal Capital Plan.

Amount		Budget Account
Expense	$ 248,748.00	# 4490-44900-94370-56401-19087
Expense	$ 22,636.07 tax	# 4490-44900-94370-56401-19087
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	AVERYT, CHRIS	PURCHASING	NECHANICKY, JASON
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

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City Clerk's No. OPR 2025-0466

City of Spokane

PUBLIC WORKS AGREEMENT

Title: **PURCHASE AND INSTALLATION OF AIR CONDITION UNIT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, **TRM SERVICES, INC.**, whose address is 4108 North Industrial Park, 4th Street, Spokane Valley, Washington 99216, as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **Purchase and Mechanically Install 25-ton Air Condition Unit**, in accordance with IPWQ 6376-25 and Company's Response, which is attached as Exhibit B.

2. CONTRACT DOCUMENTS. The contract documents are this Contract, the Contractor's completed bid proposal form, unit price bid forms, contract provisions, contract plans & specifications & appendices, standard specifications, standard plans, addenda, City of Spokane invitation to bid, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Solid Waste Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

3. TIME OF PERFORMANCE. The time of performance of the Contract shall begin on July 15, 2025, and shall run through December 31, 2025. Project time of completion and working days in accordance with contract documents.

4. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

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

6. COMPENSATION. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **TWO HUNDRED FORTY-EIGHT THOUSAND SEVEN HUNDRED FORTY-EIGHT AND NO/100 DOLLARS ($248,748.00)**, plus applicable taxes, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

7. PAYMENT. The Contractor will send its applications for payment to the Spokane Solid Waste Disposal, MDorgan@spokanecity.org. All invoices should include the City Clerk's File No. "OPR 2025-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

8. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

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

A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;

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

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

D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish a current and acceptable Certificate of Insurance (COI). The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

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

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

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

15. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide

documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

2. Have a current Washington Unified Business Identifier (UBI) number;

3. If applicable, have:

   a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
   b. A Washington Employment Security Department number, as required in Title 50 RCW;
   c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
   d. An electrical contractor license, if required by Chapter 19.28 RCW;
   e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars ($100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program.

2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

16. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status,

familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

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

18. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

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

20. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

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

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

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

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

25. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be

used. This Contract shall be construed neither in favor of nor against either party.

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

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

28. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

TRM SERVICES, INC.	**CITY OF SPOKANE**
By_____	By _____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Contract:
Payment Bond
Performance Bond
Certification Regarding Debarment
Response to IPWQ 6376-25

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)

Bond No: 101203307

PAYMENT BOND

We, **TRM SERVICES, INC.**, as principal, and Merchants Bonding Company (Mutual), as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO HUNDRED FORTY-EIGHT THOUSAND SEVEN HUNDRED FORTY-EIGHT AND NO/100 DOLLARS ($248,748.00)**, plus applicable taxes plus applicable taxes, the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **Purchase and Mechanically Install 25-ton Air Condition Unit.** If the principal shall:

A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and

B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation... Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on June 24, 2025.

TRM SERVICES, INC.,
AS PRINCIPAL

By: _____
Title: VICE. PRESIDENT

Merchants Bonding Company (Mutual),
AS SURETY

By: _____
Its Attorney in Fact Jennifer Martinez Ibarra

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

STATE OF WASHINGTON)
) ss.
County of Spokane)

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

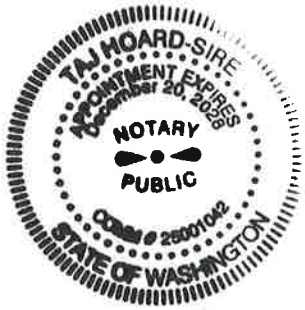
DATED: June 24, 2025

Signature of Notary Public Taj Hoard-Sire

My appointment expires December 20, 2028

Approved as to form:

Assistant City Attorney



Bond No: 101203307

PERFORMANCE BOND

We, **TRM SERVICES, INC.,** as principal, and Merchants Bonding Company (Mutual), as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO HUNDRED FORTY-EIGHT THOUSAND SEVEN HUNDRED FORTY-EIGHT AND NO/100 DOLLARS ($248,748.00)**, plus applicable taxes, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **Purchase and Mechanically Install 25-ton Air Condition Unit.** If the principal shall:

A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and

B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on June 24, 2025

TRM SERVICES, INC.
AS PRINCIPAL

By: Craig Kelley
Title: VICE-PRESIDENT

Merchants Bonding Company (Mutual),
AS SURETY

By: Jennifer Martinez Ibarra
Its Attorney in Fact Jennifer Martinez Ibarra

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

STATE OF WASHINGTON)
) ss.
County of Spokane)

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

DATED on June 24, 2025.

Signature of Notary Taj Hoard-Sire

My appointment expires December 20, 2028

Approved as to form:

Assistant City Attorney

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, Individually, **Jennifer Martinez Ibarra**

Surety Bond #: 101203307
Principal: TRM Services, Inc.
Obligee: City of Spokane

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-In-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 24th day of June , 2025 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 24th day of June, 2025 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

PENNI MILLER
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 24th day of June , 2025 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

Bid Response Summary

Bid Number	IPWQ 6376-25
Bid Title	Purchase and Mechanically Install of 25-ton Air Condition Unit (Excludes Electrical Work) - (Re-Bid)
Due Date	Monday, May 19, 2025 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	TRM Services Inc
Submitted By	craig@trmservs.com craig@trmservs.com - Monday, May 19, 2025 8:33:53 AM [(UTC-08:00) Pacific Time (US & Canada)] craig@trmservs.com
Comments	

Question Responses

Group	Reference Number	Question	Response
PRE-BID MEETING - MANDATORY			
	1. MANDATORY Pre-Bid Meeting	A MANDATORY pre-bid meeting will be held on WEDNESDAY, MAY 7, 2025, at 10:00 AM PST. The location will be at the Waste to Energy Facility (WTEF), Administration Office, 2900 S Geiger Blvd, Spokane WA 99224. This meeting is MANDATORY only bidders who attended would be able to submit a bid.	I acknowledge and agree
SECTION I. QUOTE PREPARATION AND EVALUATION			
	1. QUOTE PREPARATION	Quotes shall be prepared electronically through the City's ProcureWare site.	I acknowledge and agree
	2. SUBMISSION OF QUOTES	Quotes shall be submitted electronically through the City's ProcureWare site by 9AM on Monday, MAY 19, 2025.	I acknowledge and agree
	3. CONTRACTOR'S REPRESENTATIONS	The Contractor by making its Quote represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.	I acknowledge and agree

	4. QUALIFICATION	Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	I acknowledge and agree
	5. AWARD OF CONTRACT	Award of contract, when made, will be made by City Council by the City to the low responsive-responsible contractor. Unsuccessful firms will not automatically be notified of results.	I acknowledge and agree
	6. PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge and agree
	7. INVOICE	Invoice must be submitted TO Spokane Solid Waste Disposal within 30 days of performing work. • Invoices shall reference and list OPR #2025-XXXX and approved Intent to Pay Prevailing Wage Number. • Payment of invoice shall be contingent upon receipt of sufficient detail to permit identification of the work performed and compliance with contract conditions. Original invoice is required and shall not be approved for payment until all services per request have been satisfactorily performed. Invoice shall be emailed to mdorgan@spokanecity.org	I acknowledge and agree
	8. REJECTION OF QUOTES	The City reserves the right to reject any or all Quotes, to waive minor deviations from the specifications, to waive minor informalities in the Quote process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Quotes, at the prices shown.	I acknowledge and agree

	9. REGISTERED CONTRACTOR	The Contractor shall be a Washington State registered or licensed Contractor at time of Quote submittal.	I acknowledge and agree
	10. PUBLIC WORK REQUIREMENTS	The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020.	I acknowledge and agree
	11. CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES	Before award of a Public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.	I acknowledge and agree

	12. BUSINESS REGISTRATION REQUIREMENT	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.	I acknowledge and agree
SECTION II. GENERAL REQUIREMENTS			
	1. BACKGROUND	The City of Spokane Waste To Energy Facility (COS WTEF) is seeking a qualified contractor to provide and mechanically install of 25-ton air condition unit (Excludes Electrical Work)	I acknowledge and agree
	2. LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount ZERO ($0.00) dollars for each and every working until the work is satisfactorily completed. Which is a reasonable forecast of the damages likely to occur if Works is unfinished by the completion date.	I acknowledge and agree
	3. INTENT OF SPECIFICATIONS	The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.	I acknowledge and agree

	4. WASHINGTON STATE RETAIL SALES TAX	A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law.	I acknowledge and agree
	5. WASHINGTON STATE RETAIL SALES TAX	B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.	I acknowledge and agree
	6. PERMITS	Contractor shall be responsible for all permits, signage, equipment, materials and labor, demolition, dust control, reinstallation of all fixtures as needed, and clean up to complete this work in accordance with industry standards governing this type of work.	I acknowledge and agree
	7. GUARANTY	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply all Work, which has been abused or neglected by the City.	I acknowledge and agree

	8. SUBCONTRACTORS	The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.	I acknowledge and agree
	9. INSURANCE	During the term of the Contract, ,the Contractor shall maintain in force at its own expense, the below insurance coverage(s):	I acknowledge and agree
	10. INSURANCE	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 acknowledge and agree
	11. INSURANCE	b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company’s services to be provided under this Agreement. i. Acceptable supplementary Umbrella insurance coverage combined with Company’s General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and	I acknowledge and agree

12. INSURANCE	c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and	I acknowledge and agree
13. INSURANCE	d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.	I acknowledge and agree
14. INSURANCE	There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as “Additional Insured” specifically for Company’s services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.	I acknowledge and agree

	15. PERFORMANCE BONDS	The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of $150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010.	I acknowledge and agree
	16. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.	A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of RCW 39.12 and the rules and regulations of the Washington State Department of Labor and Industries (L&I).	I acknowledge and I agree

	17. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.	B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/ Based on the Quote submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is April 7, 2025.	I acknowledge and I agree
	18. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.	C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	I acknowledge and I agree
	19. RETAINAGE	Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met:	I acknowledge and I agree

20. RETAINAGE	a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&I). b. On Contracts greater than $35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.	I acknowledge and I agree

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

	22. INTERLOCAL LANGUAGE	The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. . The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.	I acknowledge and agree
SECTION III. TECHNICAL REQUIREMENTS			
	1. GENERAL	Section II - General Requirements located in the Documents tab - Acknowledging here means you have read and agree with said information.	I understand and I agree
	2. SAFETY	Successful Contractor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	I acknowledge and agree
	2.1 SAFETY	The Bidder acknowledges that it has read and understands the Contractor Safety and Environmental Requirements document in the Documents Tab.	I acknowledge and agree
	2.2 SAFETY	Awarded Contractor shall have all onsite employees watch a 20-minute contractor safety video specific to our site and comply with all COS WTEF safety rules and procedures.	I acknowledge and agree

	2.3 SAFETY	Awarded Contractor shall be responsible for implementing and maintaining their own safety program during the work. The Contractor will be required to participate in the Facility's safety orientation prior to any work activities at the WTEF. The WTEF Lock Out/Tag out (LOTO) system shall be used during all work activities that require LOTO. A copy of WTEF LOTO Policy will be provided upon request. The Contractor shall use their own hard locks as part of these LOTO procedures.	I acknowledge and agree
	2.4 SAFETY	Awarded Contractor shall sign all personnel in to the control room logbook at the start of each shift and sign them out at the end of shift or anytime an employee leaves or returns to the site This provides the COS WTEF an accurate account of contractors who are on site.	I acknowledge and agree
	3. PERFORMANCE	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tool, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work.	I agree and acknnowledge
	3.1 PERFORMANCE	PERMITS. The Contractor shall be responsible for obtaining at its expense all permits required by regulatory agencies.	I acknowledge and agree
	3.2 PERFORMANCE	It is not the intent of this Scope of Work to define in detail the method of performing the work; however, all work shall be completed in a thorough, neat, and workmen like manner. Any work that, in the opinion of the Company, is not in accordance with the best prevailing trade practice may be rejected without recourse.	I acknowledge and agree
	4. SCOPE OF WORK	Spokane WTE Critical MCC building AC unit project	Yes

	4.1 SCOPE OF WORK	Electrical work will be handled by COS WTEF.	I acknowledge and agree
	4.2. SCOPE OF WORK	Attachments: Bidder acknowledges is has reviewed the attachment titled "Photos (7 Photos)" located in the Documents tab: Bidders can obtain additional information during Mandatory Pre-Bid Site Visit.	I acknowledge and agree
	4.2 SCOPE OF WORK	Contractor to provide "and" mechanically install:	Yes
	4.2.1 SCOPE OF WORK	New, 3 phase, 480V, 25-Ton A/C unit.	I acknowledge and agree
	4.2.1.1 SCOPE OF WORK	Contractor shall furnish standard warranty. State warranty that being provided, advising if any impacts to warranty by COS WTEF personnel performing electrical work.	1-year workmanship, 1-year functional parts, 5-year compressor, 5-year sealed system
	4.2.1.2 SCOPE OF WORK	Unit physical dimensions to be determined by bidder to fit inside structural steel openings.	I acknowledge and agree
	4.2.2 SCOPE OF WORK	Associated ducting for cooling the building. The following list is a general work scope list and not to exact specifications.	I acknowledge and agree
	4.2.2.1 SCOPE OF WORK	Inlet duct to 25 Ton A/C unit; approximately 3’ from building to unit.	I acknowledge and agree
	4.2.2.2 SCOPE OF WORK	Outlet duct will raise vertically and travel horizontally from unit and go through the wall near fan shroud for cool air inlet shown in last picture in upper left corner.	I acknowledge and agree
	4.2.3 SCOPE OF WORK	Bidder will be responsible for removal and restoration of structural cross bracing to install equipment.	I acknowledge and agree
	4.2.4 SCOPE OF WORK	Bidder will be responsible for all scaffolding requirements required to complete work.	I acknowledge and agree
	5. COMPLETION TIME	All Work under the contract shall be started within ten (10) days after receipt of the Notice to Proceed and completed by July 31, 2025.	I do not acknowledge and do not agree
	EXCEPTIONS	If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to.	Equipment has 15-16 week lead time.
SECTION IV. BID			

	1. BIDDER'S DECLARATION	The Bidder submitting this bid certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein.	I acknowledge and I agree
	2. PRICING FORM	Fill out the Pricing Page located in the documents tab in ProcureWare and upload it here:	Pricing Form.pdf
	2.1 PRICING FORM	Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.	I acknowledge and I agree
	3. CONTRACTOR RESPONSIBILITY	Washington State Contractor's Registration Number	TRMSESI838MR
	4. CONTRACTOR RESPONSIBILITY	U.B.I. Number	602-995-393
	5. CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	191,319-00
	6. CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	602-995-393
	7. CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	T13085615BUS
	8. CONTRACTOR RESPONSIBILITY	As of July 1, 2019, Contractor has fulfilled training requirements or is exempt from L&I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020	Yes
	9. ADDENDA	Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal.	1
	10. MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	I acknowledge and I agree

	11. MISCELLANEOUS	For contracts up to $150,000.00 including tax, the Contractor may request a 10 percent (10%) retainage in lieu of bond.	Yes
	12. MISCELLANEOUS	If this project is less than $150,000 - does contractor request 10% retainage in lieu of bond?	Yes
	13. MISCELLANEOUS	The bidder submitting this response hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48 or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	I acknowledge and I agree
	14. CONTACT INFORMATION	Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting this bid response.	Craig Kelly TRM Services 4108 N. Industrial Park 4th st. Spokane Valley, WA 99216 craig@trmservs.com 509-340-2448
	15. CONTACT INFORMATION	Individuals name and email address who is authorized to sign contract:	Craig Kelly craig@trmservs.com

	16. BID BOND	The bid shall be accompanied by a copy of bid bond/bid security payable to the order of the City of Spokane, in an amount of not less than five percent (5%) of the total contract amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. As soon as the bid prices have been compared, the City will release the bid security of all except the three (3) lowest responsible bidders. When the service agreement is signed and returned with proof of insurance, the other bid security will be released. If the bidder is awarded the contract and fails to enter into a contract and to provide proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane. (Blank form available under the 'Documents' tab). In addition to the bid deposit types included in this section, a bidder may have on file with the City Clerk an annual bid bond approved by the City Attorney.	I acknowledge and agree
	16.1 BID BOND	Fill out the Bid Bond located in the documents tab in ProcureWare and upload it here:	Bid Bond.pdf
	17. SUBCONTRACTORS	Fill out the Subcontractor List in the Documents tab and upload it here.	Subcontractor List.pdf
	18. SUPPLEMENTAL BIDDER RESPONSIBILITY	Bidder must meet the mandatory bidder responsibility criteria called out in City of Spokane Supplemental Bidder Responsibility Criteria Form to be considered a responsible bidder.	I acknowledge and agree
	18.1 SUPPLEMENTAL BIDDER RESPONSIBILITY	Please complete and upload "Supplemental Bidder Responsibility Criteria Form With Work Experience Form located in the documents tab in ProcureWare and upload it here	Supplimental Bidder Responsibility Criteria.pdf

	18.1.1 SUPPLEMENTAL BIDDER RESPONSIBILITY	If not uploaded above, after bid opening and prior to award, the apparent low bidder, or contacted bidders, shall complete, sign and submit this form with attached documentation within twenty four (24) hours of notification.	I acknowledge and agree
	19. ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	TRM Services OMWBE Renewal Exp 11.03.2026.pdf
	19.1 ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	..TRM Services ACDBE Certificate #D2F0023557 Exp 12.19.2025.pdf
	19.2 ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	
	19.3 ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	
	19.4 ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	
	19.5 ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	
SECTION V. TERMS & CONDITIONS			
	1.	Bidder accepts has read and acknowledges compliance with Terms and Conditions located in the Documents area of this project. If answer is "I do not acknowledge and I do not agree", include requested exception. The City will consider and determine if exception will be accepted.	I acknowledge and I agree
	2.	Describe exceptions to Terms & Conditions if you marked "I do not acknowledge and I do not agree" above.	

3	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

THIS PAGES MUST BE COMPLETED ENTIRELY AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM

PRICING FORM

PROJECT: IPWQ 6376-25

Purchase and Mechanically Install of 25-ton Air Condition Unit (Excludes Electrical Work)

BIDDER'S DECLARATION.

The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER.

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, tools, construction equipment, equipment, transportation, supplies, supervision, permits, organization, and other items of work and cost required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

BASE BID: $ 228,000.00

APPLICABLE SALES TAX (9.1% AS OF 4/1/2025) $ 20,748.00

TOTAL BASE PRICE: $ 248,748.00

ADDENDA.

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

BID SECURITY.

A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Name of Bidder: TRM SERVICES INC

Craig Kelly
Signature of Bidder's Authorized Representative

VICE-PRESIDENT
Title

4108 N INDUSTRIAL PARK 4TH ST
Address SPOKANE VALLEY, WA

509-340-2448
Phone

BID BOND

We, TRM Services, Inc. as Principal, and Merchants Bonding Company (Mutual) as Surety, are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make timely award to the Principal for the

Purchase and Mechanically Install of 25-ton Air Condition Unit (Excludes Electrical Work)

according to the terms of the bid made by the Principal; and the Principal shall, within the specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null and void; otherwise it shall remain in full force and effect; but in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on May 15, 2025

AS PRINCIPAL

TRM Services, Inc.

By: Craig Kelley

Title: VICE-PRESIDENT

A valid POWER OF ATTORNEY must accompany this bond.

Merchants Bonding Company (Mutual)
AS SURETY

By: Jennifer Martinez Ibarra

Attorney in Fact Jennifer Martinez Ibarra

MERCHANTS BONDING COMPANY℠

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, **Jennifer Martinez Ibarra**

Surety Bond #: Bid Bond
Principal: TRM Services, Inc.
Obligee: City of Spokane

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of May , 2025 .

MERCHANTS NATIONAL BONDING, INC. -o- INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 15th day of May, 2025 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

PENNI MILLER
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of May , 2025 .

MERCHANTS NATIONAL BONDING, INC. -o- INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

SUBCONTRACTOR LIST

PROJECT NAME: Purchase and Mechanically Install of 25-ton Air Condition Unit (Excludes Electrical Work)

IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST *(use additional pages if necessary):*

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

X NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

Completed and Uploaded Into ProcureWare Via The Question Tab and corresponding question 18.1, else provide within 24 hours after notification

City of Spokane, Washington
Supplemental Bidder Responsibility Criteria

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attachments to the City (See instructions at the end of this form). The form shall be submitted within twenty four (24) hours after the notification, unless a different time and date is required by the specifications or otherwise mutually agreed upon.

Project Name: **Purchase and Mechanically Install of 25-ton Air Condition Unit (Excludes Electrical Work)**

Project # **IPWQ 6376-25**

Part A: General Company Information

Company Name TRM SERVICES INC

Address 4108 N INDUSTRIAL PARK 4TH ST SPOKANE VALLEY, WA 99216

Contact Name and Title CRAIG KELLY VICE-PRESIDENT

Contact Phone 509-340-2448

Contact E-mail CRAIG@TRMSERVS.COM

Years in business as a Prime Contractor 15

Years in business as a sub-contractor 15

Years in business under present Name 8

List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years

Explain reason for name change(s) in the past five (5) years

Part B: Work Experience

If the request for bids has project specific criteria, including work experience, list at least the requested number of construction projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project.
List three (3) similar projects of similar type and complexity within the last five (5) years.

Part C: Performance Evaluation

Under past or present names does the bidder have a history of receiving "deficient" or "inadequate" evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?

☐ Yes ☒ No

If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.

Part D: Record of Debarment / Disqualification

Has the bidder (including the primary contractor, any firm with which any of the primary contractor's owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works

projects, including debarment by the federal, state or other municipal government during the last five (5) years?

□ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.

Part E: Safety

In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?

The Contractor shall submit safety records for the past three (3) years including OSHA 300A logs, recordable incidents, lost time accident statistics, EMR rating, OSHA type violations and NAICS code. The Contractor shall submit a list of any work activities previously performed at the City of Spokane WTEF. It is expected the contractor will have an EMR rating <1, OSHA recordable rate below industry average and no OSHA Violations for the past 3 years.

□ Yes ☒ No

If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.

Part F: Environmental

In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor?

□ Yes ☒ No

If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.

Part G. Utilization Requirements

In the last five (5) years, has it been determined by a government agency that the bidder did not comply with disadvantaged business enterprises, apprenticeship or other similar utilization requirements on public works projects?

□ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing the violations or failures to meet utilization requirements along with a detailed explanation of the extenuating circumstances surrounding the violation and/or failure.

Part H: Discrimination

Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?

□ Yes ☒ No

If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involves, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.

Part I. Prevailing Wage

In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?

☐ Yes ☒ No

If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluation these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.

Part J: Public Bidding Crime (Criminal Convictions)

Has the bidder been convicted of a crime involving bidding on a public works contract within the last five (5) years?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing the dates of conviction(s), the offense(s) convicted of, the punishment, and a brief statement of the facts underlying the conviction(s)

Part K. Claims Against Retainage and Bonds

Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.

Part L. Termination for Cause

Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.

Part M: Litigation

Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?

☐ Yes ☒ No

If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.

Part N: Delinquent State Taxes

Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".

Part O: Subcontractor Responsibility

Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?

☒ Yes ☐ No

If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.

Signature

The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.

Signature of Authorized Representative	Date
Craig Kelly	5-19-2025
Printed Name of Authorized Representative	**Title**
CRAIG KELLY	VICE PRESIDENT

Attachment to Supplemental Bidder Responsibility Criteria

Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL

Bidder's Company Name TRM Services	Bidders Contact Name & Phone Number Craig Kelly 509-340-2448
Project Name East Valley School District - Walker Center HVAC Upgrades	Project Contract Number: 158451189.2
Project Owner East Valley School District	Project Location 3808 N. Sullivan Rd. Spokane Valley, WA 99216
Project Owner Contact Name & Title Brian Talbott, Superintendent	Owner's Telephone Number 509-924-1830

Notice to Proceed Date	Final Completion Date	Awarded Contract Value	Final Contract Price
6/1/2023	12/24/23	$1,869,000.00	$2,520,505.32

Prime Contractor Name (If Not Bidder)how TRM Services	Contractor Contact Name & Phone Number (If Not Bidder) N/A

Brief Project Description

The work included mechanical upgrades with ceiling modifications, site modifications & cutting and patching.

Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications

Provision/ installation of 70 ton air handler, chiller, (QTY 2) 485K BTU/h boilers, DDC controls, water pumps, ductwork, hydronic piping, (QTY 34) VAV boxes.

STATE OF WASHINGTON
OFFICE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES
1110 Capitol Way South, Suite 150 · PO Box 41160 · Olympia, WA 98501
(360) 664-9750 · Toll free 1-866-208-1064 · Fax (360) 586-7079

January 8, 2025

TRM Services, Inc. DBA Temp-Rite Heating & Cooling, Inc.
4108 N. Industrial Park 4th St.
Spokane Valley, WA 99216

Dear Nicole Kelly,

Congratulations! Your firm has been certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a/an Airport Concessionaire Disadvantaged Business Enterprise (ACDBE). Information about your business is published in the OMWBE Directory located at http://bit.ly/2uu4zH2.

Certification Number: D2F0023557
Anniversary Date: December 19, 2025

Please review each of the following:

- Each year before your anniversary date, you must submit an "Affidavit of Continued Eligibility." This form confirms there have been no changes that would affect your firm's ability to remain certified, such as changes in ownership, control, size, management responsibility, scope of work, or personal net worth. OMWBE will send you an email 75 days before your anniversary date.
- You must inform the OMWBE in writing within 30 days of the any of the changes listed above logging into our system at http://omwbe.wa.gov/certification. Failure to notify our office of these changes may affect your firm's eligibility for the program.
- This certification shall remain valid unless and until it has been removed in accordance with the procedures set forth in 49 CFR § 26.87.

Your firm now appears on our directory of certified firms. Please use the directory to confirm your certification status. The certification letter is for you to retain for your records so you know the date you'll need to renew with our office.

We are pleased to certify your firm and wish you much success. If you have any questions or need assistance, please contact us at (360) 664-9750.

Sincerely,

Joyce Blake
Certification Analyst

Your firm is certified in the following areas:

Business Description:
Commercial & industrial heating, ventilation, air conditioning, refrigeration, ductwork, boilers, controls service. HVAC installation and servicing.

North American Industry Classification System (NAICS) Codes:
NAICS 238220: AIR VENT INSTALLATION
NAICS 238220: AIR-CONDITIONING SYSTEM (EXCEPT WINDOW) INSTALLATION
NAICS 238220: BOILER, HEATING, INSTALLATION
NAICS 238220: DUCT WORK (E.G., COOLING, DUST COLLECTION, EXHAUST, HEATING, VENTILATION) INSTALLATION
NAICS 238220: HEATING BOILER INSTALLATION
NAICS 238220: HEATING, VENTILATION AND AIR-CONDITIONING (HVAC) CONTRACTORS

STATE OF WASHINGTON
OFFICE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES
1110 Capitol Way South, Suite 150 · PO Box 41160 · Olympia, WA 98501
(360) 664-9750 · Toll free 1-866-208-1064 · Fax (360) 586-7079

January 9, 2024

TRM Services, Inc. DBA Temp-Rite Heating & Cooling, Inc.
4108 N. Industrial Park 4th St.
Spokane Valley, WA 99216

Dear Nicole Kelly,

Congratulations! Your firm has been recertified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a/an Women Business Enterprise (WBE). Information about your business is published in the OMWBE Directory located at http://bit.ly/2uu4zH2.

Certification Number: W2F0023557
Renewal Date: November 3, 2026

Please review each of the following:

- Every three years before your anniversary date, you must submit an "Affidavit of Continued Eligibility." This form confirms there have been no changes that would affect your firm's ability to remain certified, such as changes in ownership, control, size, management responsibility, scope of work, or personal net worth. OMWBE will send you an email 75 days before your anniversary date.
- You must inform the OMWBE in writing within 30 days of the any of the changes listed above by logging into our system at http://omwbe.wa.gov/certification. Failure to notify our office of these changes may affect your firm's eligibility for the program.
- This certification shall remain valid unless and until it has been removed in accordance with procedures set forth in WAC 326-20-172.

We are pleased to certify your firm and wish you much success. If you have any questions or need assistance, please contact us at (360) 664-9750.

Sincerely,

Norma Rodriguez
Certification Analyst

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: TRM SERVICES, INC.

Business name: TRM SERVICES, INC

Entity type: Profit Corporation

UBI #: 602-995-393

Business ID: 001

Location ID: 0001

Location: Active

Location address: 4108 N INDUSTRIAL PARK 4TH ST
SPOKANE VALLEY WA 99216-6005

Mailing address: 4108 N INDUSTRIAL PARK 4TH ST
SPOKANE VALLEY WA 99216-6005

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
Puyallup General Business - Non-Resident				Active	Oct-31-2025	Oct-03-2024
Spokane General Business - Non-Resident	T13085615BL			Active	Feb-28-2026	Oct-15-2012
Spokane Valley General Business				Active	Feb-28-2026	Mar-12-2010

Owners and officers on file with the Department of Revenue

Owners and officers	Title
KELLY, CRAIG	
KELLY, NICOLE	

Registered Trade Names

Registered trade names	Status	First issued
TEMP-RITE ELECTRICAL	Active	Jan-09-2017
TEMP-RITE MECHANICAL	Active	Oct-06-2014
TEMP-RITE MECHANICAL & ELECTRICAL	Active	Jan-10-2017
TRM CONSTRUCTION	Active	Jan-10-2017
TRM FABRICATION	Active	Aug-07-2020
TRM HEATING & COOLING	Active	Jul-30-2020

The Business Lookup information is updated nightly. Search date and time: 5/16/2025 12:39:12 PM

Contact us

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Check if your browser is supported

TRMSERV-01 PCROWLEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/5/2025

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: Jay Pollman	
Spokane Office Marsh McLennan Agency LLC 501 N. Riverpoint Blvd., Ste 403 Spokane, WA 99202	PHONE (A/C, No, Ext): (509) 363-4025	FAX (A/C, No):
	E-MAIL ADDRESS: Jay.Pollman@MarshMMA.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Western National Assurance Company	24465
INSURED	INSURER B : Western National Mutual Insurance Company	15377
TRM Services Inc 4108 N. Industrial Park 4th St Spokane Valley, WA 99216	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X	X	CPP 1280489 03	2/1/2025	2/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:						WA STOP GAP	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	CPP 1279588 03	2/1/2025	2/1/2026	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE	X	X	UMB 1047382 03	2/1/2025	2/1/2026	AGGREGATE	$ 5,000,000
	[ ] DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

RE: All projects

City of Spokane is additional insured as per the attached forms. Coverage is primary and non-contributory. Waiver of subrogation and per project aggregate applies per attached forms. 30 Day Notice of cancellation applies.

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

Pamela J. Crowley

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTRACTORS – OPERATIONS AND COMPLETED OPERATIONS – WITH ADDITIONAL INSURED REQUIREMENT IN CONSTRUCTION CONTRACT

1. **Additional Insured – Operations**
   A. **Section II – Who Is An Insured**
   (1)
   (2)
   B. **Additional Insured - Operations**
   (1)
   (2) That portion of "your work" out of which
2. **Additional Insured – Completed Operations**
   A. **Section II – Who Is An Insured**
   (1)
   (2)
   a.
   b.

B. □ □□□r□□□□□□□□□□**Additional Insured – Completed Operations** □□□□□r□□□□□□□□□ □□d □□□□□□□□□ □□□□ □□□□□

(1) □A person or organization's status as an in-□□r□d□□□d□r□□dd□□□□□□□□□□r□d□– □□ □□ □ □□□□□d□□ □□r□□□□□□□□□□□□□□□□□□□□□□□□r□□□□□ □□r□□d□□□□□□ □r□□□□□r□□□□r□□□ □□□□□□□□

(2) □□□□□□□□□□r□□□□□□□r□□□d□d□□□□□□□□□□□dd□□□□□□□□ insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" □□r□□□ □□□□□□□□□□□□□□□□□□□d□□□d□□□□r□□□□□□□□□□□□r□ □□□□□□□□r□□r□□ □□□□□□□□□□□□□□□□r□□□d□d□□□□□□□□□ □r□□□ □□□ □□□□r□□□□□r□□r□□□□□□□□ □ □□□□□□□r□□ □□r□□ □□r□□□□□□□□□□□□□□□□□□□□□r□□□□□□□□□□□□□□□□□□□

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

The Commercial General Liability Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

SUMMARY OF COVERAGES PAGE

Bodily Injury And Property Damage Liability
- Non Owned Watercraft Up To 50 Feet 2

Property Damage Liability
- Elevators 3
- Fire, Lightning, Explosion Or Sprinkler Leakage Exception....3
- Borrowed Equipment ($25,000 Per Occurrence, $50,000 Aggregate, $2,500 Deductible Per Occurrence....3

Supplementary Payments – Amended
- Bail Bonds Up To $5,000 3
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Who Is An Insured Amendments
- Employee Bodily Injury To A Co-Employee 4
- Newly Formed Or Acquired Organizations For Up To 180 Days....4
- Blanket Additional Insured – Vendors – As Required By Contract....4
- Blanket Additional Insured – Lessor Of Leased Equipment 6
- Blanket Additional Insured – Managers Or Lessors Of Premises....6
- Blanket Additional Insured – State Or Governmental Agency Or Subdivisions Or Political Subdivision – Permits Or Authorizations 7
- Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises....8

Damage To Premises Rented To You – $300,000 9

Medical Payments Increased Limit – $10,000 Or Amount Shown on Declarations 9

Conditions
- Knowledge of Occurrence, Offense, Claim Or Suit Amended 9
- Unintentional Failure To Disclose Hazards....9
- Waiver of Subrogation....10

Insured Contract Amended 10

Personal And Advertising Injury Redefined
- Televised, Videotaped Or Electronic Publication 10

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below.

SECTION I – COVERAGES AMENDMENTS

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

A. Non Owned Aircraft Or Watercraft

Item **2. Exclusions,** Paragraph **g.** is replaced by the following:

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

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

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

(a) Less than 50 feet long; and

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

This Subparagraph **(2)** applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft;

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

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

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f. (2)** or **f. (3)** of the definition of "mobile equipment".

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B. Damage To Property Coverage Extensions

Item **2. Exclusions,** Paragraph **j.** is replaced by the following:

j. Damage To Property

"Property damage" to:

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

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

(3) Property loaned to you;

(4) Personal property in the care, custody or control of 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, lightning, explosion or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**. However, the provisions of this paragraph do not apply if coverage for Damage To Premises Rented To You is excluded by endorsement.

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.

Paragraph **(4)** of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the jobsite. Subject to Paragraph **2**. of **SECTION III – LIMITS OF INSURANCE**, the rules below fix the most we will pay for "property damage" under this provision:

(1) $25,000 any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence";

(2) $50,000 annual aggregate; and

(3) We will pay only for damages in excess of $2,500 as a result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence". We may, or if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

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

The insurance provided for "property damage" from the use of elevators and for "property damage" to borrowed equipment is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

C. Damage To Premises Rented To You

Item **2. Exclusions,** the last paragraph is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion or sprinkler leakage to premises while 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 Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE.**

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

D. Personal And Advertising Injury

Item **2. Exclusions** is amended by replacing Sub-paragraphs **b.** and **c.** with the following:

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

E. Supplementary Payments – Coverages A and B

Item **1.** is amended by replacing Subparagraphs **b.** and **d.** with the following:

b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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

SECTION II – WHO IS AN INSURED AMENDMENTS

A. Employee Bodily Injury To A Co-Employee

Paragraph **2. a. (1)** is replaced by the following:

However, none of these "employees" or "volunteer workers" are insureds for "bodily injury" or "personal and advertising injury":

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

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

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

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

However, if a suit seeking damages for "bodily injury" or "personal and advertising injury" to any co-"employee" or other "volunteer worker" arising out of and in the course of the co-"employee's" or "volunteer worker's" employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of the co-"employee" or other "volunteer worker", is brought against you or a co-"employee" or a "volunteer worker", we will reimburse the reasonable costs that you incur in providing a defense to the co-"employee" or "volunteer worker" against such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

B. Newly Acquired Organizations

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;

The following are added:

C. Blanket Additional Insured – Vendors – As Required By Contract

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, 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.

However,

a. The insurance afforded to such vendor only applies to the extent permitted by law; and

b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. The insurance afforded the vendor does not apply to:

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

(2) Any express warranty unauthorized by you;

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

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

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

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

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

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

(i) The exceptions contained in Subparagraphs **(4)** or **(6)**; 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.

3. This Provision **C.** does not apply:

a. 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. To any vendor for which coverage as an additional insured specifically is scheduled by endorsement; or

c. When liability included within the "products-completed operations hazard" has been excluded for such product either by the provisions of the coverage part or by endorsement.

4. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance**:

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

a. The minimum amount required by the contract or agreement; or

b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

5. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

a. "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:

(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 an additional 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 you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

D. Blanket Additional Insured – Lessor Of Leased Equipment

1. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement, executed prior to loss, that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by your negligent acts or omissions in the maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

c. Does not apply to any "occurrence" which takes place after the equipment lease expires;

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to the Lessor, the following additional exclusions apply:
"Bodily injury" or "property damage" arising out of:

(1) The assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the Lessor would have in the absence of the contract or agreement;
(2) Any express warranty made by the Lessor;
(3) The demonstration, installation, servicing, inspections, adjustments, tests, repair, or maintenance operations by or for the Lessor;
(4) The negligence or strict liability of the Lessor for its own acts or or omissions or those of its employees or anyone else acting on its behalf; or
(5) Any failure on the part of the Lessor to provide information, instructions and/or warnings with respect to the maintenance, use or operation of the equipment.

3. 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:

a. The minimum amount required by the contract or agreement; or

b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

   This insurance does not apply to:

   a. "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:

      (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 an additional 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 you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

E. Blanket Additional Insured – Managers Or Lessors Of Premises

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in a written contract, executed prior to loss, to name as 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, subject to the following additional exclusions:

   This insurance does not apply to:

   a. Any "occurrence" which takes place after you cease to be a tenant in that premises.

   b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. 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:

   a. The minimum amount required by the contract or agreement; or

   b. The Limits of Insurance shown in the Declarations;

   whichever is less.

   This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

   This insurance does not apply to:

   a. "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:

      (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 an additional 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 you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

F. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations

Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

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

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

3. 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:

a. The minimum amount required by the contract or agreement; or

b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

a. "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:

(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 an additional 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 you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

G. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises

Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provision:

1. This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

b. The construction, erection or removal of elevators; or

c. The ownership, maintenance or use of any elevators covered by this insurance.

However,

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. 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:

a. The minimum amount required by the contract or agreement; or

b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

a. "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:

(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 an additional 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 you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

SECTION III – LIMITS OF INSURANCE AMENDMENTS

A. Damage To Premises Rented To You

Paragraph **6.** is replaced by the following:

6. Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner is the greater of:

a. $300,000; or

b. The amount shown next to the Damage To Premises Rented To You Limit in the Declarations.

However, the provisions of this paragraph do not apply if Damage To Premises Rented To You Coverage is excluded by endorsement.

B. Medical Expense Limit

Paragraph **7.** is replaced with the following:

7. Subject to Paragraph **5.** above, the most we will pay under Coverage **C** for all medical expenses because of “bodily injury” sustained by any one person is the greater of:

a. $10,000; or

b. The amount shown next to the Medical Expense Limit in the Declarations.

This insurance does not apply if coverage for Medical Expenses is excluded either by the provisions of the coverage part or by endorsement.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS AMENDMENTS

A. Knowledge Of Occurrence

Item **2. Duties In The Event Of Occurrence, Offense, Claim or Suit** is amended by adding the following:

e. You must give us or our authorized representative prompt notice of an “occurrence”, claim or loss only when the “occurrence”, claim or loss is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An executive officer or insurance manager, if you are a corporation; or

(4) A member or manager, if you are a limited liability company.

B. Other Insurance

Item **4. Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced by the following:

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

C. Unintentional Failure To Disclose Hazards

Item **6. Representations** is replaced by the following:

6. Representations And Unintentional Failure To Disclose Hazards

a. 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. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

D. Waiver of Subrogation

Item **8. Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, executed prior to loss, requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

SECTION V – DEFINITIONS AMENDMENTS

A. Insured Contract Amended

Paragraph **9. a.** is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;

B. Personal And Advertising Injury Redefined

Paragraph **14. d.** and **e**. are replaced by the following:

d. Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or service;

e. Oral, written, televised, videotaped or electronic publication of material that violates a person’s right of privacy;

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):
PER WRITTEN CONTRACT OR AGREEMENT WHERE YOU AGREED TO PROVIDE A SEPERATE GENERAL AGGREGATE LIMIT FOR EACH PROJECT
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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STOP GAP – EMPLOYERS LIABILITY COVERAGE ENDORSEMENT – WASHINGTON

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Limits Of Insurance			
Bodily Injury By Accident	$	1,000,000	Each Accident
Bodily Injury By Disease	$	1,000,000	Aggregate Limit
Bodily Injury By Disease	$	1,000,000	Each Employee

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. The following is added to **Section I - Coverages:**

COVERAGE - STOP GAP - EMPLOYERS LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated by Washington Law to pay as damages because of "bodily injury by accident" or "bodily injury by disease" to your "employee" 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 to which this insurance does not apply. We may, at our discretion, investigate any accident and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in **Section III - Limits Of Insurance;** and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this coverage.

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

b. This insurance applies to "bodily injury by accident" or "bodily injury by disease" only if:

(1) The:

(a) "Bodily injury by accident" or "bodily injury by disease" takes place in the "coverage territory";

(b) "Bodily injury by accident" or "bodily injury by disease" arises out of and in the course of the injured "employee's" employment by you; and

(c) "Employee", at the time of the injury, was covered under a worker's compensation policy and subject to a "workers compensation law" of Washington; and

(2) The:

(a) "Bodily injury by accident" is caused by an accident that occurs during the policy period; or

(b) "Bodily injury by disease" is caused by or aggravated by conditions of employment by you and the injured "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" occurs during the policy period.

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c. The damages we will pay, where recov ery is permitted by law, include damages:

(1) For:

(a) Which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";

(b) Care and loss of services; and

(c) Consequential "bodily injury by accident" or "bodily injury by disease" to a spouse, child, parent, brother or sister of the injured "employee";

provided that these damages are the direct consequence of "bodily injury by accident" or "bodily injury by disease" that arises out of and in the course of the injured "employee's" employment by you; and

(2) Because of "bodily injury by accident" or "bodily injury by disease" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

2. Exclusions

This insurance does not apply to:

a. Intentional Injury

"Bodily injury by accident" or "bodily injury by disease" intentionally caused or aggravated by you, or "bodily injury by accident" or "bodily injury by disease" resulting from an act which is determined to have been committed by you if it was reasonable to believe that an injury is substantially certain to occur.

b. Fines Or Penalties

Any assessment, penalty, or fine levied by any regulatory inspection agency or authority.

c. Statutory Obligations

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

d. Contractual Liability

Liability assumed by you under any contract or agreement.

e. Violation Of Law

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your "executive officers".

f. Termination, Coercion Or Discrimination

Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or arising out of other employment or personnel decisions concerning the insured.

g. Failure To Comply With "Workers Compensation Law"

"Bodily injury by accident" or "bodily injury by disease" to an "employee" when you are:

(1) Deprived of common law defenses; or

(2) Otherwise subject to penalty;

because of your failure to secure your obligations or other failure to comply with any "workers compensation law".

h. Violation Of Age Laws Or Employment Of Minors

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any person:

(1) Knowingly employed by you in violation of any law as to age; or

(2) Under the age of 14 years, regardless of any such law.

i. Federal Laws

Any premium, assessment, penalty, fine, benefit, liability or other obligation imposed by or granted pursuant to:

(1) The Federal Employer's Liability Act (45 USC Section 51-60);

(2) The Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173);

(3) The Longshore and Harbor Workers' Compensation Act (33 USC Sections 910-950);

(4) The Outer Continental Shelf Lands Act (43 USC Section 1331-1356);

(5) The Defense Base Act (42 USC Sections 1651-1654);

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(6) The Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942);

(7) The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872);

(8) Any other workers compensation, unemployment compensation or disability laws or any similar law; or

(9) Any subsequent amendments to the laws listed above.

j. Punitive Damages

Multiple, exemplary or punitive damages.

k. Crew Members

"Bodily injury by accident" or "bodily injury by disease" to a master or member of the crew of any vessel or any member of the flying crew of an aircraft.

B. The **Supplementary Payments** provisions apply to Coverage - Stop Gap Employers Liability as well as to Coverages **A** and **B.**

C. For the purposes of this endorsement, **Section II - Who Is An Insured,** is replaced by the following:

If you are designated in the Declarations as:

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

2. 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.

3. 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.

4. 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.

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. For the purposes of this endorsement, **Section III - Limits Of Insurance,** is replaced by the following:

1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

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

2. The "Bodily Injury By Accident" - Each Accident Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance because of "bodily injury by accident" to one or more "employees" in any one accident.

3. The "Bodily Injury By Disease" - Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance and arising out of "bodily injury by disease", regardless of the number of "employees" who sustain "bodily injury by disease".

4. Subject to Paragraph **D.3.** of this endorsement, the "Bodily Injury By Disease" - Each "Employee" Limit shown in the Schedule of this endorsement is the most we will pay for all damages because of "bodily injury by disease" to any one "employee".

The limits of the coverage 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. For the purposes of this endorsement, Condition **2. - Duties In The Event Of Occurrence, Claim Or Suit** of the Conditions Section **IV** is deleted and replaced by the following:

2. Duties In The Event Of Injury, Claim Or Suit

a. You must see to it that we or our agent are notified as soon as practicable of a "bodily injury by accident" or "bodily injury by disease" which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "bodily injury by accident" or "bodily injury by disease" took place;

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

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(3) The nature and location of any injury.

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

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

(2) Notify us as soon as practicable.

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

c. You and any other involved insured must:

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

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

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

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

(5) Do nothing after an injury occurs that would interfere with our right to recover from others.

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

F. For the purposes of this endorsement, Paragraph **4.** of the **Definitions** Section is replaced by the following:

4. "Coverage territory" means:

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

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

c. All other parts of the world if the injury or damage arises out of the activities of a person whose home is in the territory described in **a.** above, but who is away for a short time on your business;

provided the insured's responsibility to pay damages is determined in the United States (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.

G. The following are added to the **Definitions** Section:

1. "Workers Compensation Law" means the Workers Compensation Law and any Occupational Disease Law of Washington. This does not include provisions of any law providing non-occupational disability benefits.

2. "Bodily injury by accident" means bodily injury, sickness or disease sustained by a person, including death, resulting from an accident. A disease is not "bodily injury by accident" unless it results directly from "bodily injury by accident".

3. "Bodily injury by disease" means a disease sustained by a person, including death. "Bodily injury by disease" does not include a disease that results directly from an accident.

H. For the purposes of this endorsement, the definition of "bodily injury" does not apply.

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BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

SECTION I – COVERED AUTOS COVERAGE AMENDMENTS

A. Temporary Substitute Vehicle Physical Damage

SECTION I – COVERED AUTOS, C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If a covered "auto" you own

a.

b.

c.

d. "Loss", or

e.

D

temporary substitute for the covered "auto" that is out

SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS

A. Who Is An Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured

d.

However, "insured" does not include any subsidiary of yours that is an "insured" under any "insured" under such policy but for such policy or the exhaustion on such policy's

e.

(1)

(2) does not apply to "bodily injury" or "property damage" that results from an "accident" that

(3)

(4) does not apply to an "insured" under any an "insured" under such a policy but for such policy's limits of insurance.

f. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or

g. Any "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in the "employee's"

B. Blanket Additional Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, paragraph c. is deleted and replaced by the following:

c. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(1) The owner or anyone else from whom you hire or borrow a covered "auto". This exclusion does not apply to a "shared-driving arrangement" or an "auto" you borrow from your employee, your partner or partnership, or a member of your household.

(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners, a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

(6) Any person while employed in or otherwise engaged in duties in connection with an "auto" hauling agreement described in the Garage Operations – Coverage form.

(7) Any person or organization with respect to the operation, maintenance or use of a covered "auto" for any purpose not permitted by the named insured, or for any purpose in excess of the permission granted by the named insured unless the named insured is a public or governmental entity.

(8) Any person or organization with respect to the operation, maintenance or use of a covered "auto" after the named insured has cancelled or failed to renew the policy except as required by law or agreed to by us in writing.

C. Liability Coverage Extensions – Supplementary Payments

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended as follows:

(2) is deleted and 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.

D. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee, is deleted and replaced by the following:

Co-Employee Lawsuit Defense Cost Reimbursement

If a suit seeking damages for "bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business is brought against you, we will reimburse you for your reasonable attorney fees and necessary litigation expenses incurred by you and paid by you in the defense of the fellow "employee", is brought against you, we will reimburse you for your reasonable attorney fees and necessary litigation expenses incurred by you and paid by you in the defense of the fellow "employee" in the suit. Our duty to reimburse you ends when our limit of liability for this coverage has been exhausted. Our duty to defend ends when our duty to reimburse you ends.

SECTION III – PHYSICAL DAMAGE COVERAGE AMENDMENTS

A. Towing

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing, is deleted and replaced by the following:

2. Towing

We will pay up to $5,000 for each towing and labor charge incurred each time a covered "auto" is disabled. This coverage applies only when the "auto" is not being used to carry property in a business. The $5,000 limit is the most we will pay for any one disablement.

Regardless of the number of covered "autos" involved in the disablement, the most we will pay for the towing and labor charges incurred at any one location is $5,000.

B. Transportation Expense – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is deleted and replaced by the following:

We will pay up to $60 per day to a maximum of $5,000 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.

C. Hired Auto Physical Damage – Loss Of Use Expenses – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is deleted and replaced by the following:

We will pay up to $60 per day to a maximum of $5,000 for loss of use expenses 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.

D. Personal Effects Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage 4. Coverage Extensions is deleted and replaced by the following:

c. Personal Effects

We will pay up to $500 for "loss" to personal effects owned by:

(1) Owned by an "insured"; and

(2) In or on your covered "auto."

This coverage applies only in the event of the total theft of your covered "auto." No deductible applies to this coverage.

E. Glass Repair – Deductible Waiver

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

F. Hired Auto Physical Damage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage

5. Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability

a. The most we will pay for any one "loss" is

b.

c.

d.

G. Rental Reimbursement

SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage

6. Rental Reimbursement

This coverage applies only to a covered "auto" of

a.

private passenger or light truck type "auto" because of "loss" to a covered private pas

"auto". Payment

"auto." No deductibles apply to this

b.

after the "loss" and ending, regardless of the policy's expiration, with the lesser of the fol

(1)

truck type "auto". If "loss" is caused by theft, this number of

passenger or light truck type "auto" and

(2)

c.

(1)

(2)

d. truck type "autos" available

e. If "loss" results from the total theft of a covered "auto" of the private passenger or **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

H. Accidental Airbag Deployment Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage

7. Accidental Airbag Deployment Coverage

airbag(s) in any covered "auto" for accidental

coverage applies to the covered "auto".

I. Auto Loan/Lease Gap Coverage

SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage

8. Auto Loan/Lease Gap Coverage

coverage applies only to a covered "auto"

In the event of a covered total "loss" to a covered "auto" described or designated in the Schedule or "auto" less:

a.

b.

(1) of the "loss";

(2)

(3)

(4) D

(5)

J. Audio, Visual and Data Electronic Equipment – Limit Amended

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b. 5

SECTION IV – BUSINESS AUTO CONDITIONS AMENDMENTS

A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a.

This condition applies only when the "accident" or "loss" is known to:

(1)

(2)

(3)

(4)

t to the "loss".

B. Blanket Waiver of Subrogation

Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us,

executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations

C. Unintentional Failure to Disclose Hazards

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud

D. Employee Hired Auto

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance,

b.

(1) Any covered "auto" you lease, hire, rent or

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's"

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Primary and Noncontributory If Required By Written Contract or Written Agreement

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c.,

his Coverage Form's

available to an "insured"

(1) Such "insured" is a Named Insured under such

(2)

insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WHO IS AN INSURED AMENDED

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to **SECTION II – WHO IS AN INSURED**, Paragraph **3.** is replaced by the following:

3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.

Subject 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:

a. The minimum amount of insurance required by the contract or agreement, less any amounts payable by any "underlying insurance; or

b. The amount of insurance available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
AS REQUIRED BY WRITTEN OR WRITTEN AGREEMENT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition under **Section IV - Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the 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.

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PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA POLICY

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) A written contract or written agreement requires this insurance to be primary and noncontributory or the other insurance to be excess and noncontributory; and

(3) This insurance applies to the additional insured 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.

SECTION II – LIMITS OF INSURANCE

The following is added to the Limits of Insurance section:

1. The Limits of Insurance of this Coverage Part apply in excess of the amount of any deductible, self-insured retention or self-insurance applicable to such coverage as provided for in the "underlying insurance" listed in the Schedule of Underlying Coverages or any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement, unless and to the extent that any such other insurance is written only as specific excess insurance over the Limits of Insurance of this Coverage Part, or
2. Will pay up to our Limits of Insurance as excess of the "ultimate net loss" on any insured's behalf from any claim or "suit".

The Limits of Insurance of this Coverage Part will not be reduced by the existence of any other insurance, except for insurance purchased to apply in excess of the Limits of Insurance of this Coverage Part.

If coverage provided by this endorsement is subject to underlying insurance, such insurance is listed in the Schedule of Underlying Coverages.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PROJECT(S) – AGGREGATE LIMIT

SCHEDULE

DESIGNATED PROJECT(S)
AS REQUIRED BY WRITTEN CONTRACT

A. we will pay for the sum of all "ultimate net loss" in excess of the "retained limit" under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY,**

1.

2.

3.

B. **Paragraph A.**

C. "ultimate net loss" arising out of "

D. **Paragraph A.**

E. in excess of the "retained limit" under **Coverage A**

F. "ultimate net loss" under **COVERAGE A.,**

1. for "ultimate net loss" under **COVERAGE A.**

2.

G. The "Maximum Annual Aggregate Limit" is the most we will pay for the sum of all "ultimate net loss" under this Coverage Part for all "projects" during the "annual period".

H. For the purpose of determining the limits shown in this Section, the following provisions of **SECTION V – DEFINITIONS** apply:

1. "Maximum Annual Aggregate Limit" means an amount equal to the Each Project Limit of Insurance shown in the Declarations multiplied by the number of "annual periods" shown in the Declarations.

2. "Project" means a single construction project located at a specific site and described in the Declarations or Schedule of Projects. "Project" includes all operations necessary or incidental to the completion of the construction project, including operations performed by subcontractors and suppliers. "Project" does not include any portion of the construction project that is separately described and insured by a policy other than this Coverage Part.

I. The following is added to **SECTION III – LIMITS OF INSURANCE** and supersedes any provision to the contrary:

EVANSTON INSURANCE COMPANY

ADVANTAGE CONTRACTOR'S POLLUTION LIABILITY PLUS COVERAGE FORM

VARIOUS PROVISIONS IN THIS POLICY MAY RESTRICT OR EXCLUDE COVERAGE. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE THE INSURED'S RIGHTS AND DUTIES AND WHAT IS AND IS NOT COVERED.

THE PROFESSIONAL LIABILITY INSURING AGREEMENT, PROFESSIONAL LIABILITY RECTIFICATION EXPENSE INSURING AGREEMENT, AND DISCIPLINARY PROCEEDING LEGAL EXPENSE REIMBURSEMENT COVERAGE EXTENSION PROVIDE CLAIMS-MADE AND REPORTED COVERAGE AND REQUIRE THAT A CLAIM BE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE COMPANY IN WRITING DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD WE PROVIDE UNDER SECTION V - EXTENDED REPORTING PERIOD.

AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS WILL BE APPLIED AGAINST THE APPLICABLE SELF-INSURED RETENTION. ANY AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS IN EXCESS OF THE DEFENSE EXPENSES AGGREGATE LIMIT SHOWN IN THE DECLARATIONS WILL REDUCE THE LIMIT OF INSURANCE AVAILABLE.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The word "insured" means any person or organization qualifying as such under Section **III -** Who Is An Insured. The words "we", "us", and "our" refer to the company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to Section **VII -** Definitions.

SECTION I - COVERAGES

A. Insuring Agreements

Although various Insuring Agreements may be referenced in this policy, an Insuring Agreement is included within this policy only if that Insuring Agreement is designated as purchased by an "X" in the Declarations.

1. The following Insuring Agreements apply only if the "pollution condition" that causes a "pollution loss" takes place in the "coverage territory". The amount we will pay is limited as described in Section **IV -** Limits Of Insurance And Self-Insured Retention.

a. Contractor's Pollution Liability (Including Mold And Legionella)

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "pollution loss" caused by a "pollution condition" to which this insurance applies, provided:

(1) The "pollution condition" arises out of "your work"; and

(2) The "bodily injury" or "property damage" occurs, or "cleanup costs" are incurred, during the policy period.

With respect to "bodily injury", "property damage", or "cleanup costs" caused by legionella, there must be a direct relation to a documented case of a legionella outbreak for coverage to apply.

b. Transportation Pollution Liability

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "pollution loss" resulting from a "transportation pollution condition" to which this insurance applies, provided:

(1) The "transportation pollution condition" arises out of "transported cargo" that is transported, delivered, or shipped by you in a "covered conveyance" or by a "carrier" on your behalf; and

(2) The "bodily injury" or "property damage" occurs, or the "cleanup costs" are incurred, during the policy period.

This coverage shall not be utilized to evidence financial responsibility of any insured under any federal, state, provincial, or local law.

c. Non-Owned Disposal Site Liability

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "pollution loss" resulting from a "pollution condition" at, on, or under a "non-owned disposal site"; provided:

(1) Such “pollution condition” originates at a "non-owned disposal site";

(2) The "pollution condition" arises from waste or material generated by "your work"; and

(3) The "bodily injury" or "property damage" occurs, or the "cleanup costs" are incurred, during the policy period.

d. Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "pollution loss" resulting from a sudden and accidental "pollution condition":

(1) At, on, or under a Designated Location shown in the Declarations; or

(2) Originating at and migrating from a Designated Location shown in the Declarations;

provided:

(a) The "pollution condition" is the result of an unforeseen, unplanned, or unexpected event or circumstance;

(b) The "pollution condition" commences during the policy period;

(c) The "pollution condition" is first discovered by any insured no later than 7 days after it commences;

(d) The insured reports the commencement of the "pollution condition" to us in writing no later than 21 days following its discovery by any insured; and

(e) The "claim" is first made during the policy period.

e. Crisis Management And Emergency Response Costs

We will indemnify you for:

(1) "Crisis management costs" you incur as a direct result of a "crisis management event", provided that the "crisis management event":

(a) Arises directly from a "pollution condition" that has resulted or is reasonably likely to result in a "pollution loss" covered under this policy;

(b) Commences during the policy period; and

(c) First becomes known to any "responsible insured" during the policy period and is reported to us in writing as soon as practicable, but in any event during the policy period or within 30 days after the end of the policy period.

We will pay those "crisis management costs" you incur even if coverage hereunder is still to be confirmed by us, but we will stop paying such "crisis management costs" as soon as it becomes evident, to either you or us, that this insurance does not apply. "Crisis management costs" are not subject to the Self-Insured Retention.

(2) "Emergency response costs" you incur in excess of the Pollution Liability Self-Insured Retention shown in the Declarations as a direct result of a "pollution condition" that occurs in the "coverage territory" and has resulted in a "pollution loss" covered under this policy.

2. The following Insuring Agreements apply only if the "wrongful act" takes place in the "coverage territory". The amount we will pay is limited as described in Section **IV -** Limits Of Insurance And Self-Insured Retention.

a. Professional Liability

(1) We will pay on behalf of the insured those sums in excess of the Professional Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay as "professional loss".

(2) This insurance applies to "professional loss" only if:

(a) The "wrongful act" takes place on or after the Professional Liability Retroactive Date, if any, shown in the Declarations and before the end of the policy period; and

(b) A "claim" is first made against any insured during the policy period and reported to us during the policy period or the Extended Reporting Period, if applicable.

b. Professional Liability Rectification Expense

Upon the Named Insured's submission to us of satisfactory written proof of payment, we will reimburse the Named Insured for "rectification expense" incurred in excess of the Professional Liability Rectification Expense Self-Insured Retention shown in the Declarations with respect to any action to rectify or mitigate an actual, negligent act, error, or omission that would otherwise lead to a "claim" covered under this policy, provided that:

(1) The act, error, or omission giving rise to the "rectification expense" happens on or after the Professional Liability Rectification Expense Retroactive Date shown in the Declarations;

(2) The insured must provide us notice of the act, error, or omission and any proposed corrective action in writing as soon as practicable but in any event during the policy period or the Extended Reporting Period, if applicable; and

(3) All "rectification expenses" must be approved by us prior to being incurred by the insured.

If we and the insured do not agree that the insured's proposed rectification action is reasonable, we and the insured may agree to submit such dispute to any form of alternative dispute resolution acceptable to both parties. Should we and the insured be unable to agree on the form of alternative dispute resolution, then such dispute will be submitted to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction.

B. Claims And Defense

1. Solely with respect to Insuring Agreements **A.1.a.** Contractors Pollution Liability (Including Mold And Legionella), **A.1.b.** Transportation Pollution Liability, and **A.1.C.** Non-owned Disposal Site Liability under Section **I -** Coverages, coverage applies only if, prior to the policy period, no "responsible insured" knew that the "bodily injury", "property damage", or "cleanup costs" had occurred, in whole or in part. If any "responsible insured" knew, prior to the policy period, that the "bodily injury", "property damage", or "cleanup costs" occurred, then any continuation, change, or resumption of such "bodily injury", "property damage", or "cleanup costs" during or after the policy period will be deemed to have been known prior to the policy period.

"Bodily injury", "property damage", or "cleanup costs" which occur during the policy period and were not, prior to the policy period, known to have occurred by any "responsible insured", includes any continuation, change, or resumption of the "bodily injury", "property damage", or "cleanup costs" after the end of the policy period.

"Bodily injury", "property damage", or "cleanup costs" will be deemed to have been known to have occurred at the earliest time when any "responsible insured":

a. Reports all or any part of the "bodily injury", "property damage", or "cleanup costs" to us or any other insurer;

b. Receives a written or verbal demand or "claim" for "loss" because of the "bodily injury", "property damage", or "cleanup costs"; or

c. Becomes aware by any other means that the "bodily injury", "property damage", or "cleanup costs" have occurred or have begun to occur.

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

2. Solely with respect to the Insuring Agreement **2.a.** Professional Liability, a "claim" by a person or organization seeking "loss" directly arising out of a "wrongful act" will be deemed to have been made at the earlier of when notice of such "claim" is received by any insured or by us.

All "claims" for "loss" arising out of the same, related, or continuous "wrongful act" will be considered a single "claim", and will be deemed to have been made and reported at the time the first of those "claims" is made against any insured.

Any reported "wrongful act" that subsequently becomes a “claim” made against the insured and reported to us in writing will be deemed to have been first made on the date that the written notice of the "wrongful act" was first reported to us and will be subject to all of the terms and conditions of this policy.

3. We will:

a. Have the right to investigate any "claim"; and

b. Have the right and duty to defend the insured against any "suit";

for "loss" to which this insurance applies.

However, we will have no duty to defend the insured against any "claim" seeking "loss" to which this insurance does not apply. We may, at our discretion, investigate any "pollution condition" or "wrongful act" and settle any "claim" that may result. But:

(1) The amount we will pay for "loss" is limited as described in Section **IV -** Limits Of Insurance And Self-Insured Retention; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements, or supplementary payments.

C. Supplementary Payments

1. Loss Of Earnings And Expense Reimbursement

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

a. All expenses we incur.

b. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim", including actual loss of earnings up to $5,000 a day because of time off from work.

c. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

d. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.

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

Amounts paid under this Loss Of Earnings And Expense Reimbursement Supplementary Payment will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Once that limit has been exhausted, amounts paid under this Supplementary Payment will reduce the applicable Limits Of Insurance shown in the Declarations.

2. Suit Against Indemnitee

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

a. The "suit" against the indemnitee seeks "loss" for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

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

d. The allegations in the "suit" and the information we know about the "pollution condition" or "wrongful act" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

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

f. The indemnitee:

(1) Agrees in writing to:

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

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

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

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

(2) Provides us with written authorization to:

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

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

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

We may, at our option, appoint one counsel to defend all of the insureds and indemnitees of the insureds who are or may be involved with respect to such "suit".

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as supplementary payments ends when we have used up the applicable limit of insurance in the payment of judgments, settlements, or supplementary payments, or the conditions or the terms of the agreement set forth above are no longer met.

Amounts paid under this Suit Against Indemnity Supplementary Payment will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Once that limit has been exhausted, amounts paid under this Supplementary Payment will reduce the Limits Of Insurance shown in the Declarations.

3. Pre-Claim Investigation Expenses

a. If, during the policy period, the insured first becomes aware of a specific "wrongful act' that is reasonably expected to result in a "claim" within the scope of this coverage, then the insured may elect to provide notice of a potential "claim" to us. Such notice to us shall be in writing, sent to us at the address shown in the claim reporting policyholder notice, and contain the following information:

(1) The description of the specific "wrongful act";

(2) The date on which such "wrongful act" took place;

(3) The damage which has or may result from such "wrongful act";

(4) The identity of any injured person or organization subject to such injury or damage; and

(5) The date and circumstances by which the insured first became aware of such "wrongful act".

b. If such written notice is received by us during the policy period, we may, at our sole option, choose to investigate the "wrongful act". Such an investigation will be at our expense and will not reduce the Limits Of Insurance or be subject to the Self-Insured Retention provisions until one of the following occurs:

(1) A "claim" results from the "wrongful act" under investigation; or

(2) We incur the Pre-Claim Investigation Expenses Limit shown in the Declarations in expenses arising from the investigation.

c. If a "claim" is made and reported to us, or once we incur the Pre-Claim Investigation Expenses Limit shown in the Declarations, any further payment will be considered "claims expense" and will reduce the applicable Limits Of Insurance and be subject to the Self-Insured Retention provisions of this insurance.

Any "claim" subsequently made against the "insured" arising out of such "wrongful act" will be deemed to have been first made on the date on which such written notice if first received by the company.

No coverage for pre-claim investigation expenses is provided by this Policy except as provided by this Paragraph **C.3.** Pre-Claim Investigation Expenses of Section **I -** Coverages.

D. Coverage Extensions

Although various Coverage Extensions are referenced in this policy, a Coverage Extension is included within this policy only if that Coverage Extension is designated as purchased by an "X" in the Declarations.

1. Disciplinary Proceeding Legal Expense Reimbursement

a. Upon the Named Insured's submission to us of satisfactory written proof of payment, we will reimburse the Named Insured for all reasonable and necessary legal fees and legal expenses incurred in response to a "disciplinary proceeding" against the Named Insured first initiated during the policy period or the Extended Reporting Period, if applicable, provided:

(1) The "wrongful act" giving rise to the "disciplinary proceeding" happens during the policy period and on or after the Professional Liability Retroactive Date shown in the Declarations; and

(2) Prior to the effective date of the first date of continuous coverage for this Coverage Extension with us, no "responsible insured" knew that such "wrongful act" had occurred, or any fact, circumstance, situation, or incident which would lead a reasonable person in the insured's position to conclude that a "claim" was likely.

b. The most we will reimburse the Named Insured under this Coverage Extension for legal fees or legal expenses as the result of any one "disciplinary proceeding" is the Each Disciplinary Proceeding Limit shown in the Declarations.

The most we will reimburse the Named Insured under this Coverage Extension for the sum of legal fees and legal expenses as the result of all "disciplinary proceeding" is the Aggregate Disciplinary Proceeding Limit shown in the Declarations.

The remaining legal fees or legal expenses are the sole responsibility of the Named Insured and do not reduce the Professional Liability Self-Insured Retention shown in the Declarations.

c. The Named Insured must provide to us written notice as soon as practicable of any "disciplinary proceeding" first initiated against the Named Insured during the policy period or the Extended Reporting Period, if applicable. In any event, such "disciplinary proceeding" must be reported to us no later than 60 days after the end of the policy period or the Extended Reporting Period, if applicable.

d. No reimbursement will be made for the Named Insured's payment of any taxes; criminal or civil fines, penalties, or sanctions; registration or licensing fees; or any monetary judgment, award, or settlement of any kind.

2. Subpoena Assistance

In the event that during the policy period:

a. The insured first receives a subpoena or a written request for the insured's records or files or notice of deposition relative to a "pollution condition" or a "wrongful act" in the performance of "your work"; and

b. The insured reports the receipt of such subpoena or written request to us within 30 days of such receipt and prior to a "claim" being first made against the insured arising out of such "pollution condition" or "wrongful act";

then we will pay on behalf of the insured up to the Subpoena Assistance Limit shown in the Declarations per policy period for reasonable and necessary legal fees and expenses incurred for engaging the services of legal counsel we select to assist the insured in responding to such subpoena or request.

Payments under these Coverage Extensions will be in addition to the General Aggregate Limit shown in the Declarations and not subject to the Self-Insured Retention.

SECTION II - EXCLUSIONS

A. With respect to all Insuring Agreements, Supplementary Payments, and Coverage Extensions, this insurance does not apply to:

1. Contractual Liability

"Loss" the insured is legally obligated to pay as damages as a result of the assumption of liability in a contract or agreement. However, this exclusion does not apply to liability:

a. That the insured would have in the absence of the contract or agreement; or

b. Solely with respect to coverage provided under Insuring Agreement **1.,** assumed in a contract or agreement that is an "insured contract", provided the "loss" occurs subsequent to the execution of the contract or agreement.

2. Fines, Penalties, And Punitive Damages

Any punitive damages, exemplary damages, multiplied damages, fines, or penalties. However, this exclusion does not apply to punitive or exemplary damages where insurable by law.

3. Damage To Property

"Property damage" in any way related to any real property or facility that is or was at any time owned, operated, or occupied by, or rented to you. However, this exclusion does not apply:

a. If the real property or facility is operated or occupied by you for the purpose of performing "your work"; or

b. To coverage provided under Insuring Agreements **A.1.d.** Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability or **A.2.b.** Professional Liability Rectification Expense, if shown as purchased on the Declarations.

4. Damage To Your Product Or Your Work

"Property damage" to "your product" or "your work" or any part of "your product" or "your work". This exclusion does not apply:

a. If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or

b. To coverage provided under Insuring Agreement **A.2.b.** Professional Liability Rectification Expense, if shown as purchased in the Declarations.

5. Employer's Liability

"Bodily injury" to:

a. An "employee" of the insured arising out of and in the course of:

(1) Employment by the insured; or

(2) Performing duties related to the conduct of the insured's business; or

b. The spouse, child, parent, brother, or sister of that "employee" as a consequence of such "bodily injury".

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury. However, this exclusion does not apply to liability assumed by the insured under an "insured contract".

6. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of any "responsible insured".

7. Impaired Property

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

a. A defect, deficiency, inadequacy, or dangerous condition in "your product" or "your work"; or

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

This exclusion does not apply to:

(1) The loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use; or

(2) "Rectification expense" to the extent coverage is provided under Section **I** - Coverages, Paragraph **A.** Insuring Agreements, **2.b.** Professional Liability Rectification Expense.

8. Insured Versus Insured

Any "claim" made by or on behalf of an insured against any other insured. However, solely with respect to coverage provided under Insuring Agreement 1., this exclusion does not apply with respect to "claims" against you by any insured seeking coverage or indemnification pursuant to a written contract or agreement for a "claim" otherwise covered for "bodily injury", "property damage", or "cleanup costs".

9. Intentional Acts

"Loss" arising out of intentional, willful, or deliberate:

a. Injury to persons or property; or

b. Failure to comply with any permit, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental or public agency or body.

However, this exclusion does not apply to:

(1) An insured who did not commit, participate in, or have knowledge of any of the acts described above; or

(2) "Claim expenses" incurred until an allegation is determined through final and non-appealable adjudication.

10. Known Circumstances Or Conditions

"Loss" caused by, arising out of, or in any way involving:

a. A "pollution condition", including any subsequent continuation or resumption of or changes in such "pollution condition", that existed prior to the policy period and was known to any "responsible insured" at any time before the beginning of the policy period;

b. A fact, event, circumstance, or condition known by any "responsible insured" prior to the inception date of this policy where any "responsible insured" should have reasonably foreseen that such fact, event, circumstance, or condition could give rise to a "claim" under this policy; or

c. The rendering of or failure to render "professional services" prior to the inception date of this policy, if any "responsible insured" knew or should have reasonably foreseen that such rendering of or failure to render "professional services" could give rise to a "claim" under this policy.

11. Nuclear Energy Liability

"Loss":

a. With respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of insurance;

b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

(1) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

(2) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or

c. Resulting from the "hazardous properties" of "nuclear material", if:

(1) The "nuclear material":

(a) Is at any "nuclear facility" owned by or operated by or on behalf of an insured; or

(b) Has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported, or disposed of by or on behalf of an insured; or

(3) The "loss" arises out of the furnishing by an insured of services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation, or use of any "nuclear facility", but if

such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

As used in this exclusion:

"Hazardous properties" includes radioactive, toxic, or explosive properties.

"Nuclear facility" means:

a. Any "nuclear reactor";

b. Any equipment or device designed or used for:

(1) Separating the isotopes of uranium or plutonium;

(2) Processing or utilizing "spent fuel"; or

(3) Handling, processing, or packaging "waste";

c. Any equipment or device used for the processing, fabricating, or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

d. Any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear material" means "source material", "special nuclear material", or "by-product material".

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material:

a. Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and

b. Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

12. Other Enterprises

"Loss" arising out of any business enterprise owned, operated, or managed by the insured or its parent company or any affiliate, successor, or assignee of such company not named in the Declarations. However, this exclusion does not apply to any person or organization who has controlling interest over you with respect to their liability arising out of their financial control over you or premises they own, maintain, or control while you lease or occupy such premises.

13. Professional Services

"Loss" arising out of any "wrongful act". This exclusion applies even if the "claim" against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured.

However, this exclusion does not apply to:

a. A "claim" in which you committed a "wrongful act" relating to improper or inadequate supervision, direction, or control of any subcontractors for which you are legally liable when such subcontractors are performing operations on your behalf at a job site; or

b. Coverage provided under Insuring Agreements **A.2.a.** Professional Liability or **A.2.b.** Professional Liability Rectification Expense, if shown as purchased in the Declarations.

14. Property Damage To Cargo

"Property damage" to "transported cargo".

15. Property Damage To Conveyances

"Property damage" to any "auto", railcar, train, watercraft, or aircraft operated by or on behalf of any insured resulting from a "pollution condition" caused by "transported cargo". However, this exclusion does not apply to any "claim" brought by any "carrier" for "property damage" arising out of the insured's negligence.

16. Vehicles

"Loss" arising out of the ownership, maintenance, use, operation, or entrustment to others of any aircraft, "unmanned aircraft", "auto", or watercraft. Use includes "loading or unloading", but does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, "unmanned aircraft", "auto", or watercraft.

However, this exclusion does not apply to:

a. "Loading or unloading" within the boundaries of any location covered by this policy;

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

(1) The delivery of any liquid product into a wrong receptacle or to a wrong address; or

(2) The erroneous delivery of one liquid product for another by an "auto";

if the "bodily injury" or "property damage" occurs after such operations have been completed or abandoned at the site of such delivery.

Operations which may require further service, maintenance, correction, repair, or replacement of performance at the wrong address or because of any error, defect, or deficiency, but which are otherwise completed, will be deemed completed; or

c. Coverage provided under Insuring Agreement **A.1.b.** Transportation Pollution Liability, if shown as purchased in the Declarations.

17. War

"Loss", however caused, arising, directly or indirectly, out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action taken in the hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or

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

18. Workers' Compensation And Similar Laws

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

19. Your Products

"Loss" arising out of "your product":

a. Designed, manufactured, sold, handled, distributed, altered, or repaired by you or by others trading under your name, any failure to warn, or any reliance upon a representation or warranty made at any time with respect thereto; or

b. Fabricated or installed by you, unless a "pollution condition" arises from the fabrication or installation of "your products" as part of "your work".

B. With respect to Insuring Agreement **A.2.,** Supplementary Coverages, and Coverage Extensions, this insurance does not apply to:

1. Breach Of Contract

"Claims" in any way involving an actual or alleged breach of contract, including, but not limited to, a breach of a written, express, oral, implied-in-law, or implied-in-fact contract.

2. Employment Practices

"Claims" arising out of the employment relationship or the nature, terms, or conditions of employment or any workplace tort brought by or on behalf of any "employee", former "employee", prospective "employee", independent contractor, or consultant of the insured including, but not limited to, the following:

a. Refusal to employ that person;

b. Termination of that person's employment; or

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

3. Executive Officer

"Claims" arising out of your services or capacity as an executive officer, director, partner, trustee, or employee of a business enterprise not named in the Declarations.

4. Express Warranties

"Claims" arising out of any express warranties or guarantees.

5. Financial Related Matters

"Claims" arising out of any:

a. Liability or breach of any duty or obligation owed by you:

(1) In connection with the operation or administration of any health, pension, or employee benefit scheme, plan, trust, or fund, including but not limited to, violation or alleged violation of any related legislation or regulation such as the Employee Retirement Income Security Act of 1974, as amended; or

(2) Regarding the sale or purchase of any stocks, shares, or other securities, or the misuse of any information relating to them, including breach or alleged breach of any related legislation or regulation, including but not limited to the Securities Act of 1933 and Securities Exchange Act of 1934, both as amended; or

b. Breach of any fiduciary duty owed by you.

6. Insurance Or Bonds

"Claims" arising out of the advising of, requiring of, or failure to advise of or require, or failure to obtain or maintain, any form of insurance or surety bond.

7. Intellectual Property Hazard

"Claims" in any way involving any "intellectual property hazard", or any non-disclosure, non-compete, or non-solicitation agreement.

8. Knowingly Wrongful Acts

"Claims" arising out of any dishonest, fraudulent, criminal, malicious, intentional, or illegal "wrongful act" or knowingly "wrongful act" of any "responsible insured".

9. Not Licensed As Required By Law

"Claims" arising out of any acts or services performed by any insured that is not licensed or certified to perform such acts or services if such licensing or certification is required by law.

10. Patents Or Trade Secrets

"Claims" arising out of any:

a. Infringement or inducement of infringement of patent or trade secret or misappropriation of trade secrets or confidential or proprietary information relating to the Named Insured's business operations;

b. Unfair competition based upon infringement of copyright, patent, trademark, service mark, trade name, or trade secret;

c. The value of trade secrets, confidential processing methods, or other confidential or proprietary information; or

d. Any dispute related to ownership of any intellectual property.

11. Prior Claims

"Claims" first made against you prior to the inception of this coverage.

12. Prior Notice

"Claims" arising out of any fact, circumstance, or situation that has been the subject of any notice given prior to the policy period under any other policy of insurance or to any reinsurer, risk retention group or captive (or any other self-insurance plan or trust by whatsoever name), or insurance representative.

SECTION III - WHO IS AN INSURED

A. Each of the following is an insured under all Insuring Agreements, Supplementary Payments, and Coverage Extensions:

1. If you are designated in the Declarations as:

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

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

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

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

2. Any subsidiary company of yours and any company over which you have active control or majority ownership interest, or exercise management or financial control is a Named Insured with respect to the conduct of your business, provided:

a. You report all such entities to us within 180 days after you have acquired the organization; and

b. There is no other similar primary insurance available to that organization, unless such entity has been specifically endorsed onto this policy.

However:

(1) Coverage is afforded only until the 180th day after you acquire the subsidiary or the end of the policy period, whichever is earlier; and

(2) Coverage does not apply to "loss" that first commences before you acquired the subsidiary.

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

4. In the event of your bankruptcy, your trustees, and in the event of your death or incapacity, your legal representatives or executors, but only with respect to each such trustee's, representative's, or executor's vicarious liability resulting from "your work".

5. Any organization you newly form, including any partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, will qualify as an insured, if:

a. You have contractually agreed to provide insurance for such organization;

b. There is no other similar primary insurance available to that organization, unless such entity has been specifically endorsed onto this policy; and

c. You report to us within 180 days after such formation that you acquired or formed the organization.

However:

(1) Coverage is afforded only until the 180th day after you form the organization or the end of the policy period, whichever is earlier; and

(2) Coverage does not apply to "loss" that first commences before you formed the organization.

B. Solely with respect to coverage provided under Insuring Agreements **A.1.a.** through **A.1.e.** and Supplementary Payments, each of the following is also an insured:

1. Any person or organization who has controlling interest over you, but only with respect to their liability arising out of their financial control over you or premises they own, maintain, or control while you lease or occupy those premises.

2. Any:

a. Person or organization with whom the insured has agreed to provide additional insured status in a written contract or agreement executed prior to the "pollution loss", but only with respect to liability for "pollution loss" arising out of "your work"; and

b. Other person or organization you are required to add as an additional insured under the written contract or agreement described in Paragraph **a.** above.

However, any insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the contract or agreement to provide for such insured; and

(3) Is limited to the lesser of the applicable Limits Of Insurance shown in the Declarations or the amount required by the written contract or agreement. This Paragraph **2.** does not apply to any person or organization specifically named as an additional insured in an endorsement attached to this policy.

SECTION IV - LIMITS OF INSURANCE AND SELF-INSURED RETENTION

A. Limits Of Insurance

1. The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of insureds, "claims" made, or persons or organizations making "claims".

2. The General Aggregate Limit shown in the Declarations is the most we will pay for the sum of all "loss" and supplementary payments arising out of all "pollution conditions" and "wrongful acts" under all Insuring Agreements.

3. Subject to the General Aggregate Limit shown in the Declarations:

a. The Each Contractor's Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.a.** Contractor's Pollution Liability (Including Mold And Legionella) for the sum of all "pollution loss" and supplementary payments arising out of any one "pollution condition".

b. The Each Transportation Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.b.** Transportation Pollution Liability for the sum of all "pollution loss" and supplementary payments arising out of any one "transportation pollution condition".

c. The Each Non-Owned Disposal Site Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.C.** Non-Owned Disposal Site Liability for the sum of all "pollution loss" and supplementary payments arising out of any one "pollution condition" at a "non-owned disposal site".

d. The Each Sudden And Accidental Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.d.** Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability for the sum of all "pollution loss" and supplementary payments arising out of any one "pollution condition".

e. The Each Crisis Management And Emergency Response Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.e.** Crisis Management And Emergency Response Costs for the sum of all "crisis management costs " and "emergency response costs" arising out of any one "pollution condition".

f. The Each Wrongful Act Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.2.a.** Professional Liability for the sum of all "professional loss" and supplementary payments arising out of any one "wrongful act".

g. The Each Professional Liability Rectification Expense Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.2.b.** Professional Liability Rectification Expense for the sum of all "rectification expenses" arising out of any one "wrongful act". The remaining "rectification expenses" will be the sole responsibility of the Named Insured and do not reduce the Professional Liability Rectification Expense Self-Insured Retention shown in the Declarations.

In the event a "claim" arises out of the same reported "wrongful act" for which the insured incurred "rectification expense", the limit available for payment of the "claim" will be the Each Wrongful Act Limit shown in the Declarations excess of the Professional Liability Rectification Expense Self-Insured Retention, minus the amount we reimbursed the insured for "rectification expense" under Insuring Agreement **A.2.b.** Professional Liability Rectification Expense, subject to the General Aggregate Limit shown in the Declarations.

4. Amounts paid under Supplementary Payments **C.1.** Loss Of Earnings And Expense Reimbursement and **C.2.** Suit Against Indemnitee will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Once that limit has been exhausted, amounts paid as supplementary payments will reduce the applicable limits described in Paragraphs **2.** and **3.** above.

The limits of insurance of this policy apply separately to each policy period, unless the policy period is extended after issuance for an additional period. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

B. Self-Insured Retention

1. You agree to assume the:

a. Pollution Liability Self-Insured Retention shown in the Declarations with respect to the Insuring Agreements under Section **A.1.;**

b. Professional Liability Self-Insured Retention shown in the Declarations with respect to Insuring Agreement **A.2.a.;** and

c. Professional Liability Rectification Expense Self-Insured Retention shown in the Declarations with respect to Insuring Agreement **A.2.b.**

Our obligation to pay "loss" or supplementary payments under this insurance and the applicable limit of insurance shown in the Declarations will apply in excess of the applicable Self-Insured Retention.

2. Regardless of whether or not there is any other insurance, whether or not collectible, applicable to a "claim", "pollution condition", or "wrongful act" within the Self-Insured Retention, you must make actual payment of the full Self-Insured Retention before the limits of insurance will apply. Compliance with this clause is a condition precedent for coverage under this insurance. We will make no payments of any type in the event you fail to comply with this clause.

3. You must not incur costs other than adjusting expenses without our written consent in the event of any "claim", "pollution condition", or "wrongful act" which appears likely to exceed the applicable Self-Insured Retention.

4. We have the right in all cases to assume control of the investigation, defense, and settlement of any "claim", "pollution condition", or "wrongful act" to which this insurance applies. When we exercise this right, the following apply:

a. You will remain responsible for the cost of all "loss" and supplementary payments within the applicable Self-Insured Retention;

b. At our request, you will advance to us any portion of the applicable Self-Insured Retention that we deem reasonable to pay for any "claim", "pollution condition", or "wrongful act";

c. If you have paid to us all or part of the applicable Self-Insured Retention and the total amount of the "loss" and supplementary payments that we pay for that "claim", "pollution condition", or "wrongful act" is less than the applicable Self-Insured Retention, then we will reimburse you the amount you paid in excess of the amount we pay; and

d. We will have the sole and absolute right to settle the "claim" for any amount we deem reasonable, including any amount within the Self-Insured Retention. Although we agree to attempt to advise and consult with you prior to making any settlement, we will have no obligation to obtain your consent or the consent of any other insured to any settlement we make that requires payment from you of any amount within the Self-Insured Retention. You and any other insured hereby waive any claim or defense against us resulting from our entering into any such settlement without your approval.

C. Multiple Insureds, Claims, And Claimants

The inclusion herein of more than one insured in any "claim" or the making of "claims" by more than one person or organization will not operate to increase the Limits Of Insurance shown in the Declarations. More than one "claim" arising out of a single "pollution condition" or "wrongful act" will be treated as a single "claim". Such single "claim" will be deemed first made on the date on which the earliest "claim" arising out of such "pollution condition" or "wrongful act" is made or, with respect to written notice given to and accepted by us, on the date within the policy period on which such written notice of potential "claim" is first received by us.

SECTION V - EXTENDED REPORTING PERIOD

For the applicable claims-made coverages, the following applies:

A. We will provide one or more Extended Reporting Periods, as described below, if:

1. Claims-made coverage provided by this policy is canceled or not renewed; or

2. We renew or replace the claims-made coverage provided by this policy with insurance that:

a. Has a Retroactive Date later than the date shown in the Declarations; or

b. Does not apply to "professional services" coverage on a claims-made basis.

The quotation of a different premium, deductible, or limit of insurance for renewal does not constitute a cancellation or refusal to renew for the purpose of this provision.

B. The Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to injury from acts, errors, or omissions that occur before the end of the policy period but not before the applicable Retroactive Date shown in the Declarations, provided a "claim" for such injury is first made during the Extended Reporting Period.

Once in effect, the Extended Reporting Period may not be canceled.

C. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 60 days.

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

D. An Optional Extended Reporting Period is available, subject to Paragraph **E.** below, but only by an endorsement and for an extra charge. This Optional Extended Reporting Period starts when the Basic Extended Reporting Period, set forth in Paragraph C. above, ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Optional Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

1. The exposures insured;

2. Previous types and amounts of insurance;

3. Limits of insurance available under this policy for future payment of "professional loss"; and

4. Other related factors.

This endorsement will set forth the terms, not inconsistent with this section, applicable to the Optional Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Optional Extended Reporting Period starts.

E. We do not have to provide an Optional Extended Reporting Period if:

1. There is any failure to pay any outstanding premiums when due;
2. Any insured fails to repay any self-insured retention amount we have paid;
3. Any insured has purchased any other insurance to replace the insurance provided under this endorsement; or
4. The application for this policy, including any addenda thereto, contains any material misrepresentation of fact.

F. The Extended Reporting Period will not reinstate or in any way increase the Limits Of Insurance shown in the Declarations.

SECTION VI - CONDITIONS

A. Assignment

This insurance may not be assigned without our prior consent, which consent will not be unreasonably withheld or delayed. Assignment of interest under this insurance will not bind us until our consent has been endorsed hereon.

B. Bankruptcy

Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of our obligations or increase our liability under this policy.

C. Cancellation Or Nonrenewal

1. This policy may be canceled by you by surrender thereof to us or any of our authorized representatives or by mailing to us written notice stating when thereafter the cancellation will be effective.
2. If we decide to cancel or not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of cancellation or nonrenewal not less than:
   a. 10 days prior to cancellation if we cancel for non-payment of premium;
   b. 90 days prior to cancellation if we cancel for material misrepresentation or material change in risk covered by this policy; or
   c. 60 days prior to nonrenewal.
3. If we cancel this policy for a reason listed in Paragraph **b.(2)** above, we will provide written notice of cancellation to any person or organization who has been issued a certificate of insurance under this policy stating when, not less than 90 days from the date of such notice, cancellation will become effective, but only if:
   a. Cancellation is for reasons other than nonpayment of premium or self-insured retention reimbursement;
   b. You are required by written contract to provide the additional insured with such notice; and
   c. You provide us with a list of the applicable additional insureds, including their complete mailing addresses, within 7 days of our request.
4. If notice is mailed, proof of mailing is sufficient proof of such notice.

D. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations will act on behalf of all insureds for the receipt and acceptance of any endorsement issued by us to form a part of this policy. This policy's terms and conditions can be amended or waived only by endorsement issued by us and made a part of this policy. Notice to any agent or knowledge possessed by any agent or by any other person will not effect a waiver or change in any part of this policy or estop us from asserting any right under the terms and conditions of this policy.

E. Choice Of Law

Unless otherwise expressly endorsed in this policy, the laws of New York, without giving effect to its conflicts of law principles, governs all matters arising out of or relating to this policy and all of the transactions it contemplates including, without limitation, its formation, validity, interpretation, construction, performance, and enforcement.

F. Currency Provision

The limits of insurance, self-insured retention amount, and premiums shown in this policy are in United States currency. Any payments by us or you will be in United States currency.

G. Duties In The Event Of A Pollution Condition, Claim, Or Wrongful Act

1. You must see to it that we are notified as soon as practicable in writing of a "pollution condition" or "wrongful act". To the extent possible, notice must contain:

   a. How, when, and where the "pollution condition" or "wrongful act" took place;

   b. The names and addresses of any claimants, injured persons, and witnesses;

   c. The nature and location of any injury or damage arising out of the "pollution condition" or "wrongful act";

   d. The date and details of "your work" that may have caused the "pollution condition" or "wrongful act";

   e. Copies of any contracts that have been entered into by any insured that are related to "your work" performed or "professional services" rendered; and

   f. Details explaining how the insured first became aware of the “pollution condition” or "wrongful act".

2. Any reported "wrongful act" that subsequently becomes a “claim” made against the insured and reported to us in writing will be deemed to have been first made on the date that the written notice of the "wrongful act" was first received by us and will be subject to all of the terms and conditions of this policy.

3. If a "claim" is made against any insured:

   a. You must record and notify us as soon as practicable in writing of the specifics of the "claim" and the date received; and

   b. You and any other involved insured must:

      (1) Send us copies as soon as practicable of any demands, notices, summons, or legal papers received in connection with the "claim";

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

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

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

4. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent. However, written consent is not required with respect to:

   a. "Crisis management costs" that have been reported in accordance with Insuring Agreement **A.1.e.** Crisis Management Or Emergency Response Costs; or

   b. "Emergency response costs" that have been reported and approved by us or our appointed representative by use of the emergency response hotline.

5. Notice to your insurance agent or broker does not constitute notice to us for purposes of the receipt of notice.

H. Inspections And Surveys

1. We have the right to:

   a. Make inspections and surveys at any time;

   b. Give you reports on the conditions we find; and

   c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports, or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

   a. Are safe or healthful; or

   b. Comply with laws, regulations, codes, or standards.

3. Paragraphs **a.** and **b.** of this condition apply not only to us but also to any rating, advisory, rate service, or similar organization which makes insurance inspections, surveys, reports, or recommendations.

4. Paragraph **b.** of this condition does not apply to any inspections, surveys, reports, or recommendations we may make relative to certification, under state or municipal statutes, ordinances, or regulations, of boilers, pressure vessels, or elevators.

I. Legal Action Against Us

No person or organization has a right under this policy:

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

2. To sue us on this policy unless all of its terms have been fully complied with.

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

J. No Duplication Of Coverage

Only one Insuring Agreement will apply to the same "pollution condition". In the event that more than one Insuring Agreement can apply to the same "pollution condition", then the only Insuring Agreement that will apply will be that Insuring Agreement under which we have accepted coverage or that Insuring Agreement that has been held to apply to such "pollution condition".

However, this condition does not apply to Insuring Agreement **A.1.e.** Crisis Management And Emergency Response Costs.

K. Other Insurance

If other valid and collectible insurance is available to the insured for "loss" we cover under this policy, our obligations are limited as follows:

1. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. In that case, we will share with all such other insurance by the method described in Paragraph **c.** below.

2. Excess Insurance

a. This insurance is excess over:

(1) Any other insurance, whether primary, excess, contingent, or on any other basis, if you are an insured on an insurance policy that applies to "your work" performed at a specific job site and that insurance policy applies to a specific job site;

(2) Any other valid and collectible insurance available to you covering liability for "loss" arising out of "your work" or "professional services", including that work or "professional services" for which you have been added as an additional insured by an endorsement, by definition in a contract or agreement, or by combination thereof; or

(3) Any other valid and collectible insurance available to any person or entity performing functions for others on your behalf as defined in "your work" or "professional services" in this policy.

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

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

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

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

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

3. Method Of Sharing

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

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

4. Primary And Non-Contributory Insurance

Regardless of Paragraphs **1.** through **3.** above, this insurance is primary to, and will not seek contribution from:

a. Any other insurance available to any additional insured with whom you agree in a written contract or agreement to provide insurance on a primary and non-contributory basis;

b. Any other insurance available to any additional insured specifically named in an endorsement attached to this policy as an additional insured on a primary and non-contributory basis; or

c. Other valid and collectible insurance available, with respect to a "claim" covered under Insuring Agreement **A.1.b.** Transportation Pollution Liability.

L. Premium Audit

1. We will compute all premiums for this policy in accordance with our rules, rates, rating plans, and minimum premium requirements.

2. Premium shown as Advance And Deposit Premium in the Declarations is a deposit premium only. At the close of each audit period, we will compute earned premium for that period. All audit premiums are due and payable on notice to the first Named Insured.

3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

M. Premiums

The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.

N. Representations

By accepting this policy, you agree:

1. The statements in the applications, other materials submitted to us, and Declarations are accurate and complete;

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

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

O. Separation Of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first Named Insured shown in the Declarations, this insurance applies:

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

2. Separately to each insured against whom a "claim" is made.

P. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The insured must do nothing after "loss" to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

However, we waive any right of recovery we may have against any person or organization with whom the insured has agreed in a written contract or agreement to provide a waiver of transfer of rights of recovery because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract with that person or organization. But this waiver does not apply to any person or organization specifically named in an endorsement attached to this policy which waives our rights of subrogation and recovery.

Q. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our prior written consent except in the case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

R. Waiver Of Self-Insured Retention Upon Successful Mediation

The self-insured retention will be waived, up to a maximum of $10,000, if:

1. A "claim" has not entered into litigation;

2. We and you mutually agree to "mediation" as a means to settle a "claim" made against the insured; and

3. Such "claim" is settled as a direct result of the "mediation" and within 30 days of the end of the "mediation".

When this occurs, we will not seek reimbursement from you for any qualifying self-insured retention amount we pay prior to the "mediation".

SECTION VII - DEFINITIONS

A. "Auto" means a land motor vehicle, trailer, or semitrailer designed for travel on public roads, including any attached machinery or equipment.

B. "Bodily injury" means physical injury, sickness, disease, mental anguish, or emotional distress sustained by any person, including medical monitoring, loss of services, or death resulting from any of these at any time.

C. "Cargo" means waste, products, or materials carried or delivered by a "covered conveyance".

D. "Carrier" means a person or an entity, other than any insured or any subsidiary or affiliate company of any insured, engaged by the insured to transport material by aircraft, "auto", or watercraft, but only if such person or entity is properly licensed to transport such material and in the business of transporting such material.

E. "Claim" means the insured's or our receipt of:

1. A written demand for "loss"; or

2. The service of "suit" or institution of arbitration proceedings against the insured.

However, "claim" does not include any "disciplinary proceeding".

F. "Cleanup costs" means reasonable and necessary expenses incurred in the investigation, evaluation, monitoring, testing, removal, containment, treatment, disposal, remediation, detoxification, or neutralization of, or response to any "pollutants":

1. To the extent required by federal, state, local, or provincial laws, including, but not limited to, statutes, rules, ordinances, guidance documents, regulations, and all amendments thereto, including state voluntary cleanup or risk-based corrective action guidance, governing the liability or responsibilities of the insured; or

2. Which have been actually incurred by the government or any political subdivision of the United States of America or any state thereof, or by third parties.

"Cleanup costs" includes "restoration costs".

G. "Completed operations" means "your work" that has been completed. "Completed operations" does not include "your work" that has been abandoned or has not yet been completed. "Your work" will be deemed completed at the earliest of the following times:

1. When all work to be performed under the contract has been completed;

2. When all of the work to be done at the site has been completed if the contract calls for work at more than one site; or

3. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project. "Your work" that may require further service, maintenance, correction, repair, or replacement, but is otherwise complete, will be deemed completed.

H. "Coverage territory" means:

1. The United States of America and its territories or possessions; and

2. International waters or airspace, but only if the "loss" occurs in the course of travel or transportation between any places included in Paragraph **1.** above.

I. "Covered conveyance" means any conveyance operated by or on behalf of an insured used for transporting property.

J. "Crisis management consultant" means a professional firm or consultant that provides crisis management services and has been approved in writing by us, the approval for which will not be unreasonably withheld.

K. "Crisis management costs" means those reasonable and necessary fees and expenses:

1. Incurred by you within 90 days after the "crisis management event" is discovered by you and is thereafter approved by us in writing; and

2. For services provided to you by a "crisis management consultant" for the sole purpose of assisting you with:

   (a) Managing the media in direct response to a "crisis management event" to which this insurance applies; or

   (b) Minimizing the economic harm to you caused by a "crisis management event" to which this insurance applies by consulting with you with respect to maintaining and restoring your company’s public image or reputation.

You must take reasonable steps to minimize "crisis management costs".

L. "Crisis management event" means the public announcement by a third party that a "pollution condition" for which you are legally responsible has caused:

1. "Bodily injury" involving third parties; or

2. "Property damage", but only to the extent resulting in actual physical damage to real property owned by third parties;

provided that one of your "executive officers" has proffered, at our sole discretion, a good faith opinion that the public announcement or accusation has caused or is reasonably likely to cause economic harm to, or a material adverse effect on, your company's image or goodwill.

M. "Disciplinary proceeding" means the insured’s receipt of any proceeding by a United States of America domiciled regulatory body, disciplinary board, or governmental agency, any of which has the authority to investigate charges of professional misconduct in the performance of "professional services"; however, "disciplinary proceedings" will not include any criminal proceeding.

N. "Domestic partner" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law.

O. "Emergency response costs" means reasonable and necessary costs incurred to mitigate a "pollution condition" constituting an emergency situation under applicable law whereby in the absence of such mitigation:

1. "Bodily injury" or "property damage" to third parties is imminent; or

2. "Cleanup costs" pursuant to environmental law are incurred.

P. "Employee" includes temporary and leased staff working on your behalf and under your direct supervision, but only with respect to "your work".

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

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

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

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

if such property can be restored to use by the repair, replacement, adjustment, or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

S. "Insured contract" means:

1. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or

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

T. "Intellectual property hazard" means:

1. Infringement, in any manner, of a copyright, patent, trademark, service mark, trade dress, title or slogan, service name, trade name, or copyright joint ownership, or other intellectual property rights;

2. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, services, or claims;

3. Piracy or unfair competition;

4. Oral or written publication, in any manner, of material that violates a person's right to privacy;

5. The use of another's style of doing business, intellectual property, trade secrets, or market share agreements;

6. The use of another's advertising idea in your advertisement;

7. Violations of the Lanham Act (15 USC §1051-1141N); and

8. Violations of the Computer Fraud and Abuse Act (CFAA) (18 USC §1030), including violations of any regulations implementing the CFAA, and any similar state or federal law or regulation.

U. "Interrelated wrongful acts" means any "wrongful acts" that have as a common connection or nexus any fact, circumstance, situation, event, cause, transaction, or series of facts, circumstances, situations, events, causes, or transactions.

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

a. After it is moved from the place where it is accepted for movement into or onto a vehicle;

b. While it is in or on a vehicle; or

c. While it is being moved from a vehicle to the place where it is finally delivered.

W. "Loss" means "pollution loss" or "professional loss".

X. "Mediation" means the voluntary process in which an objective third party, who is a qualified professional mediator selected by the parties to the "claim" with our written agreement, intervenes between the parties to promote settlement of a "claim". "Mediation" does not include litigation, arbitration, or court mandated proceeding.

Y. "Mold" means any permanent or transient fungus, mold, mildew, or mycotoxin or any of the spores, scents, or by-products produced or released by fungus.

Z. "Natural resource damages" means physical injury to or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States of America, any state or local government, any Native American tribe, or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.

AA. "Non-owned disposal site" means a location you use for the treatment, storage, or disposal of waste or material, provided the "non-owned disposal site":

1. Is not managed, operated, owned, or leased by any insured or any subsidiary or affiliate of any insured;

2. Is permitted or licensed by the applicable federal, state, local, or provincial authorities to accept such waste or material as of the date the waste or material is treated, stored, or disposed of at the "non-owned disposal site"; and

3. Is not listed on a proposed or final Federal National Priorities List or any state or provincial equivalent National Priorities List, Superfund, or Hazardous Waste List prior to the treatment, storage, or disposal of the waste or material at the "non-owned disposal site".

BB. "Pollutants" means any solid, liquid, gaseous, thermal, biological, or low-level radioactive substance, material, or matter, irritant, or contaminant, including, but not limited to, electromagnetic frequency, smoke, vapor, soot, silt, sedimentation, fumes, acids, alkalis, chemicals, or waste. Waste includes medical waste and all other materials to be disposed of, recycled, stored, reconditioned, or reclaimed. With respect to Insuring Agreements **A.1.a.** Contractors Pollution Liability (Including Mold And Legionella) and **A.1.e.** Crisis Management And Emergency Response Costs only, "pollutants" includes "mold" and legionella pneumophila.

CC. "Pollution condition" means the discharge, dispersal, seepage, migration, growth, release, or escape of "pollutants". With respect to Insuring Agreements **A.1.b.** Transportation Pollution Liability and **A.1.e.** Crisis Management And Emergency Response Costs only, "pollution condition" includes "transportation pollution condition".

DD. "Pollution loss" means:

1. A monetary judgment, award, or settlement for "bodily injury" or "property damage"; or

2. "Cleanup costs".

EE. "Professional loss" means a monetary judgment, award, or settlement for a "wrongful act", including punitive or exemplary damages where insurable by law; however, "professional loss" does not include:

1. Multiplied portions of damages in excess of actual damages, including trebling of damages;

2. Any cost required to repair, build, or modify property to comply with any award or order by a court, administrative order, arbitration award, or any similar judgment;

3. Taxes, fines, or penalties imposed by law;

4. Sanctions;

5. Matters which are uninsurable under the law pursuant to which this policy will be construed;

6. The return, restitution, disgorgement, or off-set of any fees, costs, or expenses paid to or charged by any insured or any interest thereon;

7. Any other equitable relief;

8. Claimants' attorneys' fees or damages awarded for breach of contract, except attorneys' fees awarded for the successful prosecution of a "claim" otherwise covered by this policy; or

9. Any "rectification expense".

FF. "Professional services" means those functions as disclosed on the application or which are specifically shown in an endorsement to this policy performed for others by you or on your behalf that are related to your practice as a consultant, engineer, architect, surveyor, laboratory, project manager, or construction manager including, but not limited to, engineering services or the preparation or approval of maps, drawings, opinions, reports, surveys, designs, or specifications.

GG. "Property damage" means:

1. Physical injury to tangible property, including all resulting loss of use or diminution in value of that property. All such loss of use or diminution in value will be deemed to occur at the time of the physical injury that caused it;

2. Loss of use or diminution in value of tangible property that is not physically injured. All such loss of use or diminution in value will be deemed to occur at the time of the "claim"; or

3. "Natural resource damages".

HH. "Rectification Expense" means reasonable and necessary direct costs and expense incurred by the insured with respect to any action to rectify or mitigate a covered "wrongful act".

"Rectification expense" does not include any of the insured's profit, overhead, or mark-up, or any betterment to a project to which "rectification expense" applies.

II. "Responsible insured" means:

1. You, your "executive officer", director, partner, member, or manager;

2. Any insured who has responsibility, in whole or in part, for risk control, risk management, health and safety, or environmental affairs, control, or compliance; or

3. Any insured who signed or who has responsibility, in whole or in part, for completing the application on which we relied in issuing this policy.

JJ. "Restoration costs" means reasonable and necessary costs incurred by the insured with our consent, which will not be unreasonably withheld or delayed, to restore, repair, or replace real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of incurring "cleanup costs". However, such "restoration costs" will not exceed the actual cash value of such property immediately prior to incurring "cleanup costs" or include costs associated with improvements, betterments, ordinance, or law.

KK."Suit" means a civil proceeding in which "loss" to which this insurance applies is alleged. "Suit" includes:

1. An arbitration proceeding in which such "loss" is claimed and to which the insured must submit or does submit with our consent; or

2. Any other alternative dispute resolution proceeding in which such "loss" is claimed and to which the insured submits with our consent.

"Suit" does not include any "disciplinary proceeding".

LL. "Transportation pollution condition" means the emission, discharge, dispersal, release, or escape of "pollutants" from a "covered conveyance" which occurs beyond the boundaries of a premises owned or occupied by, or rented or leased to, any insured.

MM."Transported cargo" means the insured's "cargo" after it is moved from the place where it is accepted by or on behalf of an insured for movement into or onto a "covered conveyance", until the "cargo" is moved from the "covered conveyance" to the place where it is finally delivered on behalf of the insured. "Transported cargo" also includes "cargo" during "loading or unloading" to or from a "covered conveyance".

"Transported cargo" does not include "cargo" at rest for a period longer than 72 hours after it has been accepted on behalf of the insured for movement into or onto a "covered conveyance" but before it reaches the place of final delivery.

NN. "Unmanned aircraft" means an aircraft that is not designed, manufactured, or modified after manufacture to be controlled directly by a person from within or on the aircraft.

OO."Wrongful act" means any actual or alleged act, error, or omission in the performance of "professional services" by you or any person for whose acts you are legally responsible.

"Wrongful act" includes "interrelated wrongful acts".

PP. "Your product":

1. Means:

(a) Any goods or products, other than real property, manufactured, sold, handled, distributed, or disposed of by:

(1) You;

(2) Others trading under your name; or

(3) A person or organization whose business or assets you have acquired; and

(b) Containers (other than vehicles), materials, parts, or equipment furnished in connection with such goods or products.

2. Includes:

(a) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of "your product"; and

(b) The providing of or failure to provide warnings or instructions.

3. Does not include vending machines or other property rented to or located for the use of others but not sold.

QQ."Your work":

1. Means:

(a) Contracting work or contracting operations performed by you or on your behalf for others at a location that you do not own, control, rent, or occupy other than for the purpose of performing "your work"; and

(b) Materials, parts, or equipment furnished in connection with such work or operations.

2. Includes:

(a) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of "your work";

(b) The providing of or failure to provide warnings or instructions; and

(c) The "completed operations" of "your work".

STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

June 11, 2025

WA UBI No.	602 995 393
L&I Account ID	191,319-00
Legal Business Name	TRM SERVICES INC
Doing Business As	TRM SERVICES INC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 1 of Year 2025 "7 to 10 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	TRMSESI838MR
License Expiration	07/19/2025

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. **Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See RCW 51.12.050 and 51.16.190).

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/23/2025

Committee Agenda type: Consent

Council Meeting Date: 07/14/2025

Date Rec'd	6/18/2025		
Clerk's File #	OPR 2024-0527		
Cross Ref #			
Project #			
Submitting Dept	FLEET SERVICES	**Bid #**	WA ST CONTRACT
Contact Name/Phone	RICK GIDDINGS 625-7706	**Requisition #**	MASTER
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5100 - CONTRACT AMENDMENT WITH POMP'S TIRE		

Agenda Wording

Fleet Services would like to amend the contract with Pomp's Tire for tire services utilizing the Washington State DES Contract.

Summary (Background)

The City desires to convert this to a Master Contract, thus changing the Compensation terms, to better serve the City's needs and facilitate needed services in a more timely manner.

What impacts would the proposal have on historically excluded communities?

No impact 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?

No data will be collected

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

On going price and service evaluation.

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 purchasing policies.

Council Subcommittee Review

No sub committee for this topic.

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 0
Current Year Cost	$ 0
Subsequent Year(s) Cost	$ 0

Narrative

This contract utilizes the Washington DSC contract which meets City competitive purchasing requirements.

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

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	GIDDINGS, RICHARD	**PURCHASING**	PRINCE, THEA
Division Director	STRATTON, JESSICA		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal			
For the Mayor	PICCOLO, MIKE		

Distribution List

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tprince@spokanecity.org	fleetservicesaccounting@spokanecity.org

City Clerk's No. OPR 2024-0527

City of Spokane

NO COST CONTRACT AMENDMENT

Title: MISCELLANEOUS TIRE SERVICES

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and POMP TIRE SERVICES, whose address is 1505 North Hough Street, Spokane, WA 99212, 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 MISCELLANEOUS TIRE SERVICES; and

WHEREAS, the City desires to convert this to a Master Contract, thus changing the Compensation terms, to better serve the City's needs and facilitate needed services in a more timely manner ;

-- Now, Therefore, the parties agree as follows:

1. DOCUMENTS. The original Contract dated July 11, 2024, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE. This Contract Amendment shall become effective July 1, 2025.

3. AMENDMENT. Section 3. Compensation/Payment of the contract documents is amended to read as follows:

~~Total annual compensation for Company's services under this Agreement shall not exceed Three Hundred Eighty Thousand and No/100 Dollars ($380,000.00) and applicable tax, per year, for everything furnished and done under this agreement~~
Total compensation for Company's services under this agreement shall not exceed One Million Nine Hundred Thousand and No/100 Dollars ($1,900,000.00) and applicable tax for the Contract term of July 1, 2024 through June 30, 2029.

4. COMPENSATION. The City shall pay no additional compensation for everything furnished and done under this Contract Amendment, thus this is considered a "no-cost" Contract Amendment.

POMP TIRE SERVICES	CITY OF SPOKANE:

By:_____ *(signature)* Print Name:_____ Title:_____ Date:_____ Email:_____	By:_____ *(signature)* Print Name:_____ Title:_____ Date:_____

ATTEST: _____ City Clerk	APPROVED AS TO FORM: _____ Assistant City Attorney

Attachments that are part of this Contract Amendment:

None

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/23/2025

Committee Agenda type: Consent

Council Meeting Date: 07/14/2025

Date Rec'd	6/18/2025		
Clerk's File #	OPR 2024-0490		
Cross Ref #			
Project #			
Submitting Dept	FLEET SERVICES	**Bid #**	RFP #6037-24
Contact Name/Phone	RICK GIDDINGS 625-7706	**Requisition #**	MASTER
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5100- CONTRACT AMENDMENT WITH DOBBS PETERBILT		

Agenda Wording

The City desires to convert this to a Master Contract, thus changing the Compensation terms, to better serve the City's needs and facilitate needed services in a more timely manner.

Summary (Background)

Total compensation for Company's services under this agreement shall not exceed Four Million and No/100 Dollars ($4,000,000.00) and applicable tax for the Contract term of May 1, 2024 through April 30, 2029.

What impacts would the proposal have on historically excluded communities?

No impact

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

No data is going to be collected.

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

No data is going to be collected.

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 aligns with city purchasing policies.

Council Subcommittee Review

No subcommittee to review

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

Narrative

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

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Expense Occurrence	Recurring

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

Approvals		**Additional Approvals**	
Dept Head	GIDDINGS, RICHARD	**PURCHASING**	PRINCE, THEA
Division Director	STRATTON, JESSICA		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
nathan.connell@dobbspeterbilt.com	rgiddings@spokanecity.org
atrussell@spokanecity.org	tprince@spokanecity.org
tbrazington@spokanecity.org	jrhall@spokanecity.org

City Clerk's No. OPR 2024-0490

City of Spokane

NO COST CONTRACT AMENDMENT

Title: General Repair and Maintenance of Medium/Heavy Duty Trucks and Equipment

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and WESTERN PETERBILT, LLC dba DOBBS PETERBILT, whose address is 23501 East Knox Avenue, Liberty Lake, WA 99019, 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 GENERAL REPAIR AND MAINTENANCE OF MEDIUM AND HEAVY DUTY TRUCKS AND EQUIPMENT; and

WHEREAS, the City desires to convert this to a Master Contract, thus changing the Compensation terms, to better serve the City's needs and facilitate needed repairs in a more timely manner ;

-- Now, Therefore, the parties agree as follows:

1. DOCUMENTS. The original Contract dated June 26, 2024, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE. This Contract Amendment shall become effective May 1, 2025.

3. AMENDMENT. Section 3. Compensation/Payment of the contract documents is amended to read as follows:

~~Total annual compensation for Company's services under this Agreement shall not exceed Eight Hundred Thousand and No/100 Dollars ($800,000.00) and applicable tax, per year, for everything furnished and done under this agreement~~
Total compensation for Company's services under this agreement shall not exceed Four Million and No/100 Dollars ($4,000,000.00) and applicable tax for the Contract term of May 1, 2024 through April 30, 2029.

4. COMPENSATION. The City shall pay no additional compensation for everything furnished and done under this Contract Amendment, thus this is considered a "no-cost" Contract Amendment.

WESTERN PETERBILT, LLC dba DOBBS PETERBILT	CITY OF SPOKANE:
By:_____ *(signature)* Print Name:_____ Title:_____ Date:_____ Email:_____	By:_____ *(signature)* Print Name:_____ Title:_____ Date:_____

ATTEST:	APPROVED AS TO FORM:
_____ City Clerk	_____ Assistant City Attorney

Attachments that are part of this Contract Amendment:

None

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/23/2025

Committee Agenda type: Consent

Council Meeting Date: 07/14/2025

Date Rec'd	6/18/2025		
Clerk's File #	OPR 2024-0491		
Cross Ref #			
Project #			
Submitting Dept	FLEET SERVICES	**Bid #**	RFP #6037-24
Contact Name/Phone	RICK GIDDINGS 625-7706	**Requisition #**	MASTER
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5100 - CONTRACT AMENDMENT WITH KENWORTH SALES		

Agenda Wording

The City desires to convert this to a Master Contract, thus changing the Compensation terms, to better serve the City's needs and facilitate needed repairs in a more timely manner.

Summary (Background)

Total compensation for Company's services under this agreement shall not exceed One Million and No/100 Dollars ($1,000,000.00) and applicable tax for the Contract term of May 1, 2024 through April 30, 2029.

What impacts would the proposal have on historically excluded communities?

No impact

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

No data collected at this time.

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

No data collected at this 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?

This aligns with city purchasing policies.

Council Subcommittee Review

No subcommittee review

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

Narrative

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

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Expense Occurrence	Recurring

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

Approvals		**Additional Approvals**	
Dept Head	GIDDINGS, RICHARD	**PURCHASING**	PRINCE, THEA
Division Director	STRATTON, JESSICA		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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tbrazington@spokanecity.org	jrhall@spokanecity.org

City Clerk's No. OPR 2024-0491

City of Spokane

NO COST CONTRACT AMENDMENT

Title: General Repair and Maintenance of Medium/Heavy Duty Trucks and Equipment

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and KENWORTH SALES COMPANY, whose address is 6420 East Broadway Avenue, Spokane, WA 99212, 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 GENERAL REPAIR AND MAINTENANCE OF MEDIUM AND HEAVY DUTY TRUCKS AND EQUIPMENT; and

WHEREAS, the City desires to convert this to a Master Contract, thus changing the Compensation terms, to better serve the City's needs and facilitate needed repairs in a more timely manner ;

-- Now, Therefore, the parties agree as follows:

1. DOCUMENTS. The original Contract dated July 1, 2024, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE. This Contract Amendment shall become effective May 1, 2025.

3. AMENDMENT. Section 3. Compensation/Payment of the contract documents is amended to read as follows:

~~Total annual compensation for Company's services under this Agreement shall not exceed Two Hundred Thousand and No/100 Dollars ($200,000.00) and applicable tax, per year, for everything furnished and done under this agreement~~
Total compensation for Company's services under this agreement shall not exceed One Million and No/100 Dollars ($1,000,000.00) and applicable tax for the Contract term of May 1, 2024 through April 30, 2029.

4. COMPENSATION. The City shall pay no additional compensation for everything furnished and done under this Contract Amendment, thus this is considered a "no-cost" Contract Amendment.

KENWORTH SALES COMPANY	CITY OF SPOKANE:

By:_____ *(signature)* Print Name:_____ Title:_____ Date:_____ Email:_____	By:_____ *(signature)* Print Name:_____ Title:_____ Date:_____

ATTEST: _____ City Clerk	APPROVED AS TO FORM: _____ Assistant City Attorney

Attachments that are part of this Contract Amendment:

None

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/23/2025

Committee Agenda type: Consent

Council Meeting Date: 07/14/2025

Date Rec'd	6/18/2025		
Clerk's File #	OPR 2024-0494		
Cross Ref #			
Project #			
Submitting Dept	FLEET SERVICES	**Bid #**	RFP #6037-24
Contact Name/Phone	RICK GIDDINGS 625-7706	**Requisition #**	MASTER
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5100 - CONTRACT AMENDMENT WITH SWS EQUIPMENT		

Agenda Wording

The City desires to convert this to a Master Contract, thus changing the Compensation terms, to better serve the City's needs and facilitate needed repairs in a more timely manner.

Summary (Background)

Total compensation for Company's services under this agreement shall not exceed Five Hundred Thousand and No/100 Dollars (500,000.00) and applicable tax for the Contract term of May 1, 2024 through April 30, 2029.

What impacts would the proposal have on historically excluded communities?

No impact

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

No data collecting at this time.

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

No data collecting at this 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?

This aligns with city purchasing policy.

Council Subcommittee Review

No subcommittee review.

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

Narrative

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

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Expense Occurrence	Recurring

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

Approvals		**Additional Approvals**	
Dept Head	GIDDINGS, RICHARD	**PURCHASING**	PRINCE, THEA
Division Director	STRATTON, JESSICA		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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atrussell@spokanecity.org	tprince@spokanecity.org
tbrazington@spokanecity.org	jrhall@spokanecity.org

City Clerk's No. OPR 2024-0494

City of Spokane

NO COST CONTRACT AMENDMENT

Title: General Repair and Maintenance of Medium/Heavy Duty Trucks and Equipment

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and SWS EQUIPMENT, INC., whose address is 6515 North Nixon Avenue, Spokane valley, WA 99212, 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 GENERAL REPAIR AND MAINTENANCE OF MEDIUM AND HEAVY DUTY TRUCKS AND EQUIPMENT; and

WHEREAS, the City desires to convert this to a Master Contract, thus changing the Compensation terms, to better serve the City's needs and facilitate needed repairs in a more timely manner ;

-- Now, Therefore, the parties agree as follows:

1. DOCUMENTS. The original Contract dated June 26, 2024, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE. This Contract Amendment shall become effective May 1, 2025.

3. AMENDMENT. Section 3. Compensation/Payment of the contract documents is amended to read as follows:

~~Total annual compensation for Company's services under this Agreement shall not exceed One Hundred Thousand and No/100 Dollars ($100,000.00) and applicable tax, per year, for everything furnished and done under this agreement~~
Total compensation for Company's services under this agreement shall not exceed Five Hundred Thousand and No/100 Dollars (500,000.00) and applicable tax for the Contract term of May 1, 2024 through April 30, 2029.

4. COMPENSATION. The City shall pay no additional compensation for everything furnished and done under this Contract Amendment, thus this is considered a "no-cost" Contract Amendment.

SWS EQUIPMENT, INC	CITY OF SPOKANE:

By:_____ *(signature)* Print Name:_____ Title:_____ Date:_____ Email:_____	By:_____ *(signature)* Print Name:_____ Title:_____ Date:_____

ATTEST: _____ City Clerk	APPROVED AS TO FORM: _____ Assistant City Attorney

Attachments that are part of this Contract Amendment:

None

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/23/2025

Committee Agenda type: Consent

Council Meeting Date: 07/14/2025

Date Rec'd	6/18/2025		
Clerk's File #	OPR 2024-0495		
Cross Ref #			
Project #			
Submitting Dept	FLEET SERVICES	**Bid #**	RFP #6037-24
Contact Name/Phone	RICK GIDDINGS 625-7706	**Requisition #**	MASTER
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5100 - CONTRACT AMENDMENT WITH RWC GROUP		

Agenda Wording

The City desires to convert this to a Master Contract, thus changing the Compensation terms, to better serve the City's needs and facilitate needed repairs in a more timely manner.

Summary (Background)

Total compensation for Company's services under this agreement shall not exceed Five Hundred Thousand and No/100 Dollars (500,000.00) and applicable tax for the Contract term of May 1, 2024 through April 30, 2029.

What impacts would the proposal have on historically excluded communities?

No impacts

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

No data collect at this time.

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

No data collected at this 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?

This aligns with city purchasing policy.

Council Subcommittee Review

No subcommittee review.

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

Narrative

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

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Expense Occurrence	Recurring

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

Approvals		**Additional Approvals**	
Dept Head	GIDDINGS, RICHARD	**PURCHASING**	PRINCE, THEA
Division Director	STRATTON, JESSICA		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
jhornby@rwcgroup.com	rgiddings@spokanecity.org
atrussell@spokanecity.org	tprince@spokanecity.org
tbrazington@spokanecity.org	jrhall@spokanecity.org

City Clerk's No. OPR 2024-0495

City of Spokane

NO COST CONTRACT AMENDMENT

Title: General Repair and Maintenance of Medium/Heavy Duty Trucks and Equipment

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and RWC INTERNATIONAL, LTD., RWC GROUP, whose address is 824 North Thierman Road, Spokane Valley, WA 99212, 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 GENERAL REPAIR AND MAINTENANCE OF MEDIUM AND HEAVY DUTY TRUCKS AND EQUIPMENT; and

WHEREAS, the City desires to convert this to a Master Contract, thus changing the Compensation terms, to better serve the City's needs and facilitate needed repairs in a more timely manner ;

-- Now, Therefore, the parties agree as follows:

1. DOCUMENTS. The original Contract dated July 1, 2024, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE. This Contract Amendment shall become effective May 1, 2025.

3. AMENDMENT. Section 3. Compensation/Payment of the contract documents is amended to read as follows:

~~Total annual compensation for Company's services under this Agreement shall not exceed One Hundred Thousand and No/100 Dollars ($100,000.00) and applicable tax, per year, for everything furnished and done under this agreement~~
Total compensation for Company's services under this agreement shall not exceed Five Hundred Thousand and No/100 Dollars (500,000.00) and applicable tax for the Contract term of May 1, 2024 through April 30, 2029.

4. COMPENSATION. The City shall pay no additional compensation for everything furnished and done under this Contract Amendment, thus this is considered a "no-cost" Contract Amendment.

RWC INTERNATIONAL, LTD., RWC GROUP	CITY OF SPOKANE:

By:_____ *(signature)* Print Name:_____ Title:_____ Date:_____ Email:_____	By:_____ *(signature)* Print Name:_____ Title:_____ Date:_____

ATTEST: _____ City Clerk	APPROVED AS TO FORM: _____ Assistant City Attorney

Attachments that are part of this Contract Amendment:

None

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/24/2025

Committee Agenda type: Discussion

Council Meeting Date: 03/24/2025

Date Rec'd	2/20/2025		
Clerk's File #	OPR 2025-0199		
Cross Ref #			
Project #			
Submitting Dept	PUBLIC WORKS	**Bid #**	
Contact Name/Phone	MARLENE FEIST #6505 / #6305	**Requisition #**	
Contact E-Mail	MFEIST@SPOKANECITY.ORG /		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	5200 - DEVELOPMENT AGREEMENT - LOWER TERRACE SEWER		

Agenda Wording

Development Reimbursement Agreement for the Seven Mile Sewer Pump Station.

Summary (Background)

In 2007 the City completed a Lower Terrace Wastewater Study, which concluded to provide wastewater services a new sewer pump station would need to be constructed. Sundance Meadows, Seven Mile Addition, Volman, and Nine Mile are all within the Lower Terrace Wastewater Study.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

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

Narrative

Amount		**Budget Account**
Expense	**$** TBD	**#** TBD
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	FEIST, MARLENE		
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	mfeist@spokanecity.org
ebrown@spokanecity.org	eschoedel@spokanecity.og

Agenda Sheet for City Council: **Committee:** PIES **Date:** 06/16/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	6/11/2025
		Clerk's File #	OPR 2024-0892
		Cross Ref #	C36467
Council Meeting Date: 07/14/2025		**Project #**	
Submitting Dept	PUBLIC WORKS	**Bid #**	
Contact Name/Phone	MARLENE FEIST 509-625-6505	**Requisition #**	
Contact E-Mail	MFEIST@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	AMENDMENT TO THE RESIDENTIAL LIGHT PROGRAM MOU		

Agenda Wording

AMENDMENT: City Council approved $150,000 in ARPA funds at their June 10, 2024 meeting solely for the purpose of residential street lighting." This MOU created a program to install solar or battery-powered motion sensor flood lights in residential areas focused on the public right of way, with an emphasis on alleys and other areas with low lighting. The proposed new process would be managed by the Office of Neighborhood Services and the 311 Customer Service Department to distribute the lights to homeowners for their own installation. The program would begin upon adoption of the MOU and continue until funds are expended or no later than December 31st, 2026.

Summary (Background)

AMENDMENT: City Council approved $150,000 in ARPA funds at their June 10, 2024 meeting solely for the purpose of residential street lighting." This MOU created a program to install solar or battery-powered motion sensor flood lights in residential areas focused on the public right of way, with an emphasis on alleys and other areas with low lighting. The goal would be to improve safety for all uses of the public right of way, address crime and overall safety. The original program concept included 2 elements: 1. A process to reimburse residents who purchase and install an appropriate light. 2. And a process to distribute and install lights who are the victims of crime, who live in high-crime areas, who are unable to purchase a light for reimbursement or who cannon install a light on their own. The original concept proved challenging with both capacity and risk considerations, and the new proposed process suggests having the City purchase the lights and the distribution process similar to the City's Disposal Pass process where a homeowner would apply for a voucher to receive an outdoor solar light to redeem at the 311 Customer Service desk at City Hall and then install on their own. With this concept, the City avoids multiple departments involved in administrative processes and the impression that the program is only for those who can afford to purchase lights initially and wait for reimbursement. While renters can encourage their landlords to benefit from the program, the new concept has the homeowners' themselves applying, also relieving the City of any implicit approval where renters may be installing lights onto buildings they do not own. The original concept for the program would be managed by the Office or Neighborhood Services and the Utility Billing with the ability to work with a subcontractor for the second process. The proposed new process would be managed by the Office of Neighborhood Services and the 311 Customer Service Department to distribute the lights to homeowners for their own installation. The program would begin upon adoption of the MOU and continue until funds are expended or no later than

December 31st, 2026.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

Public Works work plans and projects are consistent with annual budget strategies to manage costs, support approved projects in the 6-year CIP, and meet levels of service in the Water System Plan and Comprehensive Plan.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	**$**
Current Year Cost	**$** 150,000.00
Subsequent Year(s) Cost	**$**

Narrative

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

Funding Source	One-Time
Funding Source Type	Grant

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

ARPA funds

Expense Occurrence	

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

Approvals		**Additional Approvals**	
Dept Head	AVERYT, CHRIS	**ACCOUNTING -**	BROWN, SKYLER
Division Director	AVERYT, CHRIS		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

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hhamlin@spokanecity.org	hsweet@spokanecity.org

City Clerk's No. OPR 2024-0892

City of Spokane

MEMORANDUM OF UNDERSTANDING AND AGREEMENT AMENDMENT

Title: **RESIDENTIAL LIGHTING PROGRAM**

This Memorandum of Understanding and Agreement ("MOU") Amendment is made and entered into by and between the **SPOKANE CITY COUNCIL** as ("COUNCIL") and the **OFFICE OF NEIGHBORHOOD SERVICES** as ("ONS"), which is part of the City's Neighborhood Housing & Human Services Division, and **UTILITY BILLING** as ("UB"), which is part of the City's Public works Division, individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, a change or revision of the Memorandum of Understanding has been requested, thus the original MOU needs to be formally Amended by this written document; and

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

1. MEMORANDUM OF UNDERSTANDING DOCUMENTS.
The MOU, dated October 24, 2024, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This MOU Amendment shall become effective on July 1st, 2025.

3. AMENDMENT.
The Scope of Work in the original MOU is revised as follows:

Section 2 – Responsibilities of the Office of Neighborhood Services:

a. Work with IT and the Web group to create a website and portal for homeowners to request a voucher for a light to be picked up at Spokane City Hall. ~~Work with IT and the web group, create a portal for residents to submit receipts and proof of installation to process appropriate credits~~.

b. Work with the Procurement Department to administer a RFQ to received bids from vendors to provide lights for distribution.

c. Work with the 311 Customer Service Department to create a process for distribution based on the homeowners' address and verified voucher.

d. Create marketing and community engagement assets to promote the program.

e. ~~Review documentation submitted by residents and once approved for reimbursement credit, then provide information in an approved format to Utility Billing to add credits to approved customer accounts. (There will be no remittance of money directly to residents.)~~ **Is hereby deleted**.

g. ~~Create a process to distribute and install lights for customers who are the victims of crime, who live in high crime areas, who are unable to purchase a light for reimbursement, or who cannot install a light on their own. A sub contract with a separate agency may be appropriate for all or part of this work~~. **Is hereby deleted**.

Section 2 – Responsibility of 311 Customer Service is revised as follows:

f. Confirm and verify residential addresses and the accompanying issued voucher for homeowners to receive the requested light. ~~Confirm and verify receipts are City Utility customers and that ONS has authorized reimbursement in a form of a utility credit for an appropriately installed light~~.

g. Work with the Office of Neighborhood Services to develop a process ~~add the credits to the appropriate utility accounts and a way to display the credit on customers' utility bills to~~ handout distribute lights to City ~~residents~~ homeowners for public safety.

Attachment A – Program outline

Approach:

City of Spokane ~~residents~~ homeowners will apply for a voucher to then ~~purchase~~ pick up from Spokane City Hall ~~Utilities department~~ (1 per household) a solar ~~or battery~~-powered motion sensor flood~~r~~ light from the 311 Customer Service Counter ~~an approved list~~ and install it.

~~Residents would submit a receipt for the purchase plus a photo of the light installed to the Office of Neighborhood Services with pertinent information to receive a refund~~. **Is hereby deleted**.

~~ONS Utilities staff would review the information and authorize reimbursement and distribute the light.~~ **Is hereby deleted**.

~~Reimbursement would be in the form of a credit on their City of Spokane utility bill.~~ **Is hereby deleted**.

~~Utility Billing would administer the credits on the bill and would be paid back through the lighting program account~~. **Is hereby deleted**.

~~An additional program component would be developed to get lights installed for residents who are victims of crime, who live in high crime areas, who cannot afford the upfront expense, or who need assistance with installation. This may be accomplished through partnerships developed by ONS or through the addition of a subrecipient~~. **Is hereby deleted**.

Category	**Amount**
Marketing Plan & Materials Creation	Up to $25,000

Purchase and ~~installation of lights for crime victims and/or high property crime areas~~	Up to ~~$50,000~~ $125,000
~~Reimbursement to citizens in the form of a utility bill credit for purchasing and installing lights~~	~~$75,000 plus unused funds from above categories~~

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.

Dated: _____

CITY OF SPOKANE

By:_____
Signature

Title:_____

City Council

By:_____ _____
Date

_____
Name

Office of Neighborhood Services

By:_____ _____
Date

_____
Name

Attest:

Approved as to form:

_____ _____
City Clerk Assistant City Attorney

Dated:_____

U2025-050a

Agenda Sheet for City Council:

Committee: PIES **Date:** 06/16/2025

Committee Agenda type: Discussion

Council Meeting Date: 07/14/2025

Date Rec'd	6/10/2025
Clerk's File #	OPR 2025-0465
Cross Ref #	RES 2025-0023
Project #	
Bid #	
Requisition #	

Submitting Dept	PUBLIC WORKS
Contact Name/Phone	MARLENE FEIST 509-625-6505
Contact E-Mail	MFEIST@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	KKLITZKE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	AQUIFER PROTECTION AREA ILA WITH SPOKANE COUNTY

Agenda Wording

Adopt the Interlocal Agreement between the City and Spokane County on the allocation and use of Aquifer Protection Area funds.

Summary (Background)

This Interlocal Agreement between the City of Spokane and Spokane County memorializes the Council's consent for property within the City boundaries to be included in the Spokane Valley-Rathdrum Prairie Aquifer Protection Area (APA) and details how fees will be allocated and used if voters approve a 20-year reauthorization of the APA for the years 2026 through 2045. On April 14, 2025, the City Council passed Resolution 2025-0023, informing Spokane County of the City's authorization to be included in the next 20-year renewal of the APA and to include City voters in the ballot measure ask. Subsequently, the Board of Spokane County Commissioners adopted Resolution 25-0222, placing the APA on the August 5, 2025, election ballot. Aquifer Protection Areas are authorized by RCW 36.36 and approved by a public vote. They provide on-going financial support for a variety of aquifer protection activities, including planning related to protection and preservation of subterranean water, construction of drinking water, stormwater, and wastewater facilities to improve water quality, monitoring and enforcement of standards for protecting groundwater, and public education. The Spokane Valley Rathdrum Prairie Aquifer (SVRP) has been designated as a sole source aquifer since 1978, and today it provides drinking water to more than a half million people, including the residents and businesses within the City of Spokane. The Spokane Valley-Rathdrum Prairie APA would assess a $15/year fee for each property connected to drinking water. A $15/year fee for those who aren't connected to sewage treatment also would be applied, but that would affect very few properties within the City of Spokane. Commercial properties would pay based on meter size. The ILA allows for certain APA-wide activities, including education, water quality monitoring, and related work, to be completed by the County's Water Resources Group with APA funds. Remaining funding would be allocated back to participating districts proportionally based on where the funds are collected. City APA funds would be placed in their own account

and spent on activities and projects consistent with RCW 36.36.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

Public Works work plans and projects are consistent with annual budget strategies to manage costs, support approved projects in the 6-year CIP, and meet levels of service in the Water System Plan and Comprehensive Plan.

Council Subcommittee Review

Fiscal Impact

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

Narrative

The Spokane Valley-Rathdrum Prairie APA would assess a $15/year fee for each property connected to drinking water.

Amount		**Budget Account**
Revenue	**$** 0	**#** 4100-42415-99999-33831-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select
Is this funding source sustainable for future years, months, etc?	

Expense Occurrence	N/A
Other budget impacts (revenue generating, match requirements, etc.)	

Approvals		**Additional Approvals**	
Dept Head	FEIST, MARLENE		
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	caveryt@spokanecity.org
mmarroquin@spokanecity.org	

Spokane City Clerk's No. OPR 2025-0465

INTERLOCAL AGREEMENT BETWEEN SPOKANE COUNTY AND THE CITY OF SPOKANE REGARDING USES AND ALLOCATION OF AQUIFER PROTECTION AREA REVENUES FOR 2026 THROUGH 2045

THIS AGREEMENT, made and entered into by and between **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "County," and the **City of Spokane**, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 W. Spokane Falls Blvd., Spokane, Washington 99201, hereinafter referred to as "City." The City and County are jointly referred to herein as the "Parties." The City and County agree as follows.

SECTION NO. 1: RECITALS

(a) The City was initially in the Spokane-Rathdrum Aquifer Protection Area established by Spokane County Resolution 04-0785, dated September 14, 2004, and thereafter ratified following submission to voters residing within the Aquifer Protection Area on the November 2, 2004, election pursuant to the provisions of chapter 36.36 RCW.

(b) The City did not opt to be included in the Aquifer Protection Area during the 20-year renewal period that ends in 2025.

(c) On December 31, 2025, the County's authorization to collect Aquifer Protection Area fees will terminate unless voters within the Spokane-Rathdrum, now titled the Spokane Valley – Rathdrum Prairie Aquifer Protection Area, vote to re-authorize the Spokane Valley – Rathdrum Prairie Aquifer Protection Area.

(d) The County notified the City that the County intended to cause a ballot proposition to be placed before the voters to re-authorize the establishment of the Spokane Valley – Rathdrum Prairie Aquifer Protection Area for another 20 years and impose fees on property owners for the withdrawal of subterranean water and on-site sewage disposal and inquired about whether the City would like to rejoin the area.

(e) On April 14, 2025, the Spokane City Council passed Resolution 2025-0023 informing Spokane County of the City's authorization to be included in the next 20-year renewal of the Aquifer Protection Area and to include City voters in the ballot measure ask.

(f) On April 22, 2024, the Board of County Commissioners adopted Resolution 25-0222 placing the Aquifer Protection Area on the August 5, 2025, primary election ballot, detailing the fee schedule

for properties within the Aquifer Protection Area boundary, and setting a 20-year time frame for the Aquifer Protection Area if approved by voters.

(g) The purpose of this Agreement is to memorialize the City Council's consent for property within the City's physical boundaries to be included in the Spokane Valley – Rathdrum Prairie Aquifer Protection Area and identify how the Spokane Valley – Rathdrum Prairie Aquifer Protection Area fees will be used and allocated.

SECTION NO. 2: DURATION AND PRE-CONDITION

This Agreement shall be null and void if the re-authorization of the Spokane Valley – Rathdrum Prairie Aquifer Protection Area is not approved by the voters during an election in year 2025. Moreover, this Agreement shall apply only if and to the extent the boundaries of the re-authorized Spokane Valley – Rathdrum Prairie Aquifer Protection Area include property within the municipal boundaries of the City.

If the re-authorization of the Spokane Valley – Rathdrum Prairie Aquifer Protection Area is approved by the voters in year 2025, then this Agreement shall commence without further action of the Parties on January 1, 2026, and run through December 31, 2045.

SECTION NO. 3: USES AND ALLOCATION OF AQUIFER PROTECTION AREA FEES

(a) The City consents to the inclusion of its municipal boundaries within the boundaries of the Spokane Valley – Rathdrum Prairie Aquifer Protection Area during the years of 2026 through 2045 in the event voters authorize the Spokane Valley – Rathdrum Prairie Aquifer Protection Area.

(b) During the duration of this Agreement, the County shall be solely responsible for assessing, billing, and collecting the Spokane Valley – Rathdrum Prairie Aquifer Protection Area fees in accordance with chapter 36.36 RCW and all other applicable law.

(c) The City also authorizes the County to use funds from the County budget fund that has been established to receive all Aquifer Protection Area fee deposits (commonly identified as Budget Fund 436) to pay for the County's reasonable costs to (a) bill and collect the Aquifer Protection Area fees from property owners within the Spokane Valley – Rathdrum Prairie Aquifer Protection Area, and (b) perform other customer account activities/services directly related to the Aquifer Protection Area fees (hereinafter "County Administration Costs"). All County Administrative Costs charged to Fund 436 shall relate directly to activities/services performed by County staff in conjunction with the above activities related to the Spokane Valley – Rathdrum Prairie Aquifer Protection Area.

(d) The City also authorizes the County to charge County activities directly related to the County's Water Resources Program to include aquifer education and outreach, aquifer monitoring, aquifer data management, aquifer studies, coordination of aquifer protection activities, APA

administrative staff and operational-related costs to Fund 436. Such charges will occur on a monthly basis and shall be based on actual costs.

(e) The County agrees that the County's Water Resources Program's activities will be generally distributed amongst the jurisdictions participating in the Spokane Valley – Rathdrum Aquifer Protection Area in proportion to the percentage of the total Aquifer Protection Area fees collected from property owners in each jurisdiction.

(f) The County Water Resources Program's charges to Fund 436 will occur on a monthly basis and shall be based on actual costs. The initial target for County charges is anticipated to be approximately $500,000 per year and such target is anticipated to vary year to year. Annual budgets should be presented and agreed to by participating jurisdictions as part of the reporting requirements in Section 5.

(g) For each year this Agreement is in effect, the Parties agree that the total Spokane Valley – Rathdrum Prairie Aquifer Protection Area fees remaining at year end after the disbursements authorized in Section 3(c) and 3(d) above shall be distributed annually between the County, the City, and other jurisdictional partners on a proportional basis relative to the amount of Spokane Valley – Rathdrum Prairie Aquifer Protection Area fees generated within each jurisdiction's boundaries. Each Party's use of the Spokane Valley – Rathdrum Prairie Aquifer Protection Area fees shall be exclusively and solely for purposes authorized under RCW 36.36.040.

(h) On or before January 30th of each year beginning in 2027, the County shall provide the City with the City's disbursement identified in Section 3(g) above of Spokane Valley – Rathdrum Prairie Aquifer Protection Area fees collected during the immediately previous calendar year.

(i) The Parties agree that either party may audit the other's use of Spokane Valley – Rathdrum Prairie Aquifer Protection Area fees at any time during the duration of this Agreement to determine compliance with RCW 36.36.040 and this Agreement. If it is determined that the City's use of the Spokane Valley – Rathdrum Prairie Aquifer Protection Area fees is not consistent with the allowable uses provided under RCW 36.36.040, then the County may withhold subsequent Spokane Valley – Rathdrum Prairie Aquifer Protection Area fees equal to the amount of fees that were determined to be inconsistent with allowable uses under RCW 36.36.040. If it is determined that the County's use of the Spokane Valley – Rathdrum Prairie Aquifer Protection Area fees is not consistent with the allowable uses provided under RCW 36.36.040 or this Agreement, then the County will reimburse the Spokane Valley – Rathdrum Prairie Aquifer Protection Area fee fund in an amount equal to the amount of fees that were determined to be inconsistent with allowable uses under RCW 36.36.040.

SECTION NO. 4: NOTICE

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid

addressed to the County or the City at the address set forth below for such Party, or at such other address as either Party shall from time-to-time designate by notice in writing to the other Party:

COUNTY: Spokane County Chief Executive Officer
or his/her authorized representative
1116 West Broadway Avenue
Spokane, Washington 99260

CITY: Spokane City Administrator
or his/her authorized representative
808 W. Spokane Falls Blvd.
Spokane, Washington 99201

WITH A COPY: Spokane City Attorney's Office
808 W. Spokane Falls Blvd.
Floor 5
Spokane, Washington 99201

SECTION NO. 5: REPORTING

Beginning with the fiscal half ending June 30, 2026, the County will provide the City with a semi-annual report that (a) itemizes the County Administrative Costs incurred by the County during the previous six months, (b) itemizes the County Water Resources Program costs incurred by the County during that previous six months, (c) identifies the amount of Spokane Valley – Rathdrum Prairie Aquifer Protection Area funds expended by the County during the previous six months, (d) identifies the balance of funds in the Spokane Valley – Rathdrum Prairie Aquifer Protection Area fund (i.e. Budget Fund 436) at the beginning and at the end of that six-month period, (e) identifies the total amount of Spokane Valley – Rathdrum Prairie Aquifer Protection Area fees collected during the previous six months as well as during the entire calendar year, and (f) identifies planned activities and applicable estimated costs for the next fiscal year. Each semi-annual report shall be delivered to the City on or before the 30th day of the first month following the end of the fiscal half to which the report pertains.

SECTION NO. 6: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 7: ASSIGNMENT

No Party may assign in whole or part its interest in this Agreement without the written approval of the other PARTY.

SECTION NO. 8: LIABILITY

(a) The County shall indemnify and hold harmless the City and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents and employees, relating to or arising out of performing Services pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or jointly against the City and the County and their respective officers, agents, and employees, the County shall satisfy the same.

(b) The City shall indemnify and hold harmless the County and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents and employees, relating to or arising out of performing Services pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the County, and its officers, agents, and employees, or jointly against the County and the City and their respective officers, agents, and employees, the City shall satisfy the same.

(c) If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

(d) Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

(e) The foregoing indemnity is specifically intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, chapter 51 RCW, respecting the other party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

SECTION NO. 9: RELATIONSHIP OF THE PARTIES

The Parties intend that an independent contractor relationship will be created by this Agreement. The County shall be an independent contractor and not the agent or employee of the City, and vice versa. The County shall be solely responsible for the conduct and actions of all County employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or

representative of the City shall be deemed to be an employee, agent, servant or representative of the County for any purpose.

SECTION NO. 10: PROPERTY AND EQUIPMENT

The ownership of all property and equipment utilized in conjunction with this Agreement shall remain with the original owner, unless otherwise specifically and mutually agreed to in writing signed by the Parties to this Agreement. For the purpose of this section, the terminology "owner" means that Party which paid the full purchase price for the property or equipment.

SECTION NO. 11: ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No change, addition, or other modification to this Agreement shall be valid or binding upon the Parties unless such changes, additions, or modifications are in a writing executed by the legislative authority of each Party. This Agreement shall be binding upon the Parties hereto, their successors and assigns.

SECTION NO. 12: ALTERNATIVE DISPUTE RESOLUTION

For any dispute arising under this Agreement, the Parties shall first attempt to informally resolve the dispute. If informal attempts at resolution are unsuccessful, then the Parties shall submit the dispute to non-binding mediation before a mediator agreed upon by both Parties. If no mediator is agreed upon or the mediation does not resolve the dispute, then either Party may commence an action in a State of Washington court of competent jurisdiction.

SECTION NO. 12: JURISDICTION AND ATTORNEY FEES

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington as to interpretation, performance, and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in a Washington court having jurisdiction. Each Party shall be responsible for their attorney fees and costs incurred in any action.

SECTION NO. 13: SEVERABILITY

The Parties agree that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

SECTION NO. 14: HEADINGS

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

SECTION NO. 15: FILING

This Agreement shall be filed by the County with such offices or agencies as required by chapter 39.34 RCW.

SECTION NO. 16: EXECUTION AND APPROVAL

The Parties warrant that the officers executing below have been duly authorized to act for and on behalf of the Party for purposes of confirming this Agreement.

SECTION NO. 17: COMPLIANCE WITH LAWS

The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

SECTION NO. 18: ASSURANCE

The County shall provide the City with the City's proportional share of that amount of those Spokane Valley – Rathdrum Prairie Aquifer Protection Area fees remaining after deducting the true costs paid by the County for (a) County Administrative Costs (as identified herein) and (b) the County Water Resources Program costs (as identified herein). The intent of the Parties is that neither Party will subsidize the other Party or any other jurisdiction where property within the Spokane-Rathdrum Aquifer Protection Area is situated.

SECTION NO. 19: RCW 39.34 REQUIRED CLAUSES

(a) **Purpose:** See Section No. 3 above.

(b) **Organization of Separate Entity**: See Section No. 9 above. No new or separate legal or administrative entity is created or intended to administer the provisions.

(c) **Duration:** See Section No. 2 above.

(d) **Termination and Property Upon Termination:** See Section Nos. 2 and 10 above. This Agreement shall terminate only upon expiration of the 20-year term identified in Section No. 2.

(e) **Responsibilities of the Parties:** See Section Nos. 3 and 5 above.

(f) **Filing:** See Section No. 15 above.

(g) **Representatives:** See Section No. 4 above.

[signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on date and year opposite their respective signatures.

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

_____
MARY L. KUNEY, Chair

_____
JOSH KERNS, Vice-Chair

_____
AL FRENCH, Commissioner

_____
AMBER WALDREF, Commissioner

ATTEST:
Clerk of the Board

_____
CHRIS JORDAN, Commissioner

_____
Ginna Vasquez

DATED: _____

CITY OF SPOKANE

ATTEST:

_____
LISA BROWN, Mayor

_____
TERRI PFISTER, City Clerk

APPROVED AS TO FORM ONLY:

_____
MICHAEL PICCOLO, City Attorney

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/23/2025

Committee Agenda type: Consent

Council Meeting Date: 07/14/2025

Date Rec'd	6/4/2025		
Clerk's File #	OPR 2022-0465		
Cross Ref #			
Project #			
Submitting Dept	HUMAN RESOURCES	**Bid #**	RFP 5652-22
Contact Name/Phone	ALLISON ADAM 6379	**Requisition #**	CR27622
Contact E-Mail	AADAM@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5830 ALLIANT INSURANCE SERVICES FOR EMPLOYEE BENEFITS CONTRACT		

Agenda Wording

Contract Renewal OPR 2022-0465 Alliant Insurance Services. Broker and consultant services. July 1st, 2025 through June 30th 2027.

Summary (Background)

July 1, 2022, the City entered into an agreement with Alliant Insurance Services for broker and consultant services. The initial contract was for 3 years ending on June 30, 2025, with the option for two one-year renewals. Alliant has continued to provide excellent service in their consultation, brokerage services and guidance. This request is for approval of both optional one-year renewals for an end date of June 30, 2027.

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?

This broker provides updates throughout the year on our benefit plan performance and other advice. Through this reporting we determine their level of service and ability to meet our needs and they have consistently done so.

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?

Maintains employee benefit success.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 290,000
Current Year Cost	$ 72,500
Subsequent Year(s) Cost	$ 145,000 in 2026; $72,500 in 2027

Narrative

There is not enough 2025 budget to encumber the first 12 months of the contract renewal. Therefore, $72,500 will be encumbered for July 2025-Dec 2025.

Amount		Budget Account
Expense	$ 51,000	# 5830-78710-17310-54201-99999 (2025)
Expense	$ 10,750	# 6200-85020-17210-54620-99999 (2025)
Expense	$ 10,750	# 6300-85030-17210-54620-99999 (2025)
Expense	$ 102,000	# 5830-78710-17310-54201-99999 (2026)
Expense	$ 21,500	# 6200-85020-17210-54620-99999 (2026)
Expense	$ 21,5000	# 6300-85030-17210-54620-99999 (2026)

Funding Source	Recurring
Funding Source Type	Select

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

Paid through benefit premiums.

Expense Occurrence	Recurring

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

It will be necessary to ensure the 2026 budget is sufficient for the entire $145,000 amount for 2026 services.

Approvals		Additional Approvals	
Dept Head	ADAM, ALLISON	**PURCHASING**	WAHL, CONNIE
Division Director	ADAM, ALLISON		
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Paul Belles paul.belles@alliant.com	ddaniels@spokanecity.org
mdean@spokanecity.org	

City Clerk's No. OPR 2022-0465

CITY OF SPOKANE

CONTRACT RENEWAL

Title: EMPLOYEE BENEFITS BROKER CONSULTANT SERVICES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ALLIANT INSURANCE SERVICES**, whose address is 818 West Riverside Avenue, Spokane, Washington 99201 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide to provide Employee Benefits Broker/Consultant Services and;

WHEREAS, the original Contract provided for two (2) additional one-year renewals.

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

1. CONTRACT DOCUMENTS.
The Contract, dated June 29, 2022 and June 30, 2022, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. TERM.
This Contract Renewal shall become effective on July1, 2025, and end on June 30, 2027, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION.
The City shall pay an estimated annual amount not to exceed **ONE HUNDRED FORTY-FIVE THOUSAND AND NO/100 DOLLARS** (**$145,000.00**), per year, plus applicable 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 Consultant has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

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

ALLIANT INSURANCE SERVICES

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

Attachments that are part of this Agreement:
Certificate Regarding Debarment

25-129

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)

Committee Agenda Sheet
Select Committee Name

Committee Date	
Submitting Department	Employee Benefits (Human Resources)
Contact Name	Allison Adam
Contact Email & Phone	aadam@spokanecity.org
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Alliant Insurance Services for Employee Benefits Contract Renewal
Proposed Council Action	☐ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	July 1, 2022, the City entered into an agreement with Alliant Insurance Services for broker and consultant services. The initial contract was for 3 years ending on June 30, 2025, with the option for two one-year renewals. Alliant has continued to provide excellent service in their consultation, brokerage services and guidance. This request is for approval of both one-year renewals for an end date of June 30, 2027.

Fiscal Impact

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

Total Cost: $290,000

Current year cost: $145,000 ($102k City portion/$43k LEOFF portion)

Subsequent year(s) cost: $145,000 ($102k City portion/$43k LEOFF portion)

Narrative: At the time of the RFP, there were 3 responding firms. Alliant Insurance Services was chosen as it was determined they best met the City's needs to provide services such as establishing risk retention strategies for our self-insured medical and dental plans, negotiate fixed costs such as our stop-loss and services from our Third Party Administrators, evaluating claims data and providing guidance on various plan design changes and options to mitigate costs and provide high quality, benchmarked benefits for employees, and keep us updated on state and federal mandates.

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

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? Paid through benefit premiums

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

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

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

What impacts would the proposal have on historically excluded communities? 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? This broker provides updates throughout the year on our benefit plan performance and other advice. Through this reporting we determine their level of service and ability to meet our needs and they have consistently done so.
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? Maintains employee benefit success.

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: ALLIANT INSURANCE SERVICES, INC.

Business name: ALLIANT INSURANCE SERVICES, INC.

Entity type: Profit Corporation

UBI #: 602-016-111

Business ID: 001

Location ID: 0004

Location: Active

Location address:
818 W RIVERSIDE AVE
STE 800
SPOKANE WA 99201-0913

Mailing address:
701 B ST
FL 6
SAN DIEGO CA 92101-8150

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
Spokane General Business				Active	Feb-28-2026	Jun-17-2022

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ANDERS, ILENE	
BAUMANN, JENNIFER E.	
CORBETT, THOMAS W.	
FILLEY, TED C.	
HURST, RALPH S.	
ZIMMER, JR., P. GREGORY	

Registered Trade Names

Registered trade names	Status	First issued
ALLIANT INSURANCE SERVICES, INC.	Active	Jun-16-2022
S4 BENEFITS	Active	Jan-24-2025

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 5/29/2025 3:05:29 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): 5/29/2025

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
Alliant Insurance Services, Inc.
560 Mission St., 6th Floor
San Francisco CA 94105

License#: 0C36861

CONTACT NAME: Heather Shoemaker Williams
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: AlliantCorporateCerts@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : ACE American Insurance Company	22667
INSURER C : ACE Fire Underwriters Insuranc	20702
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ALLIHOL-01
Alliant Holdings, L.P.
Alliant Insurance Services, Inc.
18100 Von Karman Ave., 10th Floor
Irvine CA 92612

COVERAGES **CERTIFICATE NUMBER:** 267541617 **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 [ ] PRO-JECT [X] LOC OTHER:	Y		36053943	3/1/2025	3/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 0
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			73626536	3/1/2025	3/1/2026	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	$ $
B C	**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		71756712 71832959	3/1/2025 3/1/2025	3/1/2026 3/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation & Employers Liability Coverage consisting of the following programs:
71832959 (WC- OR, WI), ACE Fire Underwriters Insurance Company (NAIC#20702), 3/1/2025-3/1/2026
71756712 (WC- All Other States, except monopolistic states of OH, WA, WY, ND - Stop Gap/Employers Liability coverage only.)

City of Spokane, its officers and employees are included as Additional Insureds as respects General Liability as required by written contract, per attached carrier endorsement.

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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Liability Insurance

Endorsement

Policy Period	M R 5 *To* M R 6
Effective Date	M R 5
Policy Number	6 5
Insured	d
Name of Company	D R R M
Date Issued	M R 5

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added:

Who Is An Insured

Designated Person Or Organization

Persons or organizations designated in the Schedule below are **insured**s with respect to liability arising out of your operations, but only for your negligence with respect to your operations and only if you are contractually obligated to provide them with such insurance as is afforded by this policy.

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

- damages arising out of their sole negligence; or
- **occurrence** that occurs after your contractual obligation to them ends.

If other insurance is available to the persons or organizations described in the Schedule below for damages insured under this policy, this insurance will apply on a primary basis and we will not seek contribution from the other insurance available to such persons or organizations.

SCHEDULE

Designated Person or Organization:

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO A CONTRACT OR AGREEMENT, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY.

All other terms and conditions remain unchanged.

Authorized Representative

CHUBB®

Liability Insurance

Endorsement

Policy Period	MARCH 1, 2025 TO MARCH 1, 2026
Effective Date	MARCH 1, 2025
Policy Number	3605-39-43 NBO
Insured	ALLIANT HOLDINGS, L.P.
Name of Company	FEDERAL INSURANCE COMPANY
Date Issued	MARCH 1, 2025

This Endorsement applies to the following forms:

GENERAL LIABILITY
EMPLOYEE BENEFITS ERRORS OR OMISSIONS

Conditions

Under Conditions, the following provision is added to the condition titled Other Insurance.

Other Insurance - Primary, Noncontributory Insurance - Scheduled Person Or Organization

If you are obligated, pursuant to a written contract or agreement, to provide the person or organization described in the Schedule (that is also included in the Who Is An Insured section of this contract) with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED PURSUANT TO A CONTRACT OR AGREEMENT, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY.

All other terms and conditions remain unchanged.

Authorized Representative

Agenda Sheet for City Council:

Committee: PIES **Date:** 06/16/2025

Committee Agenda type: Consent

Council Meeting Date: 07/14/2025

Date Rec'd	6/10/2025		
Clerk's File #	OPR 2025-0467		
Cross Ref #			
Project #			
Submitting Dept	WASTEWATER MANAGEMENT	**Bid #**	PW ITB 6367-25
Contact Name/Phone	KYLE 625.4647	**Requisition #**	CR27609
Contact E-Mail	KARRINGTON@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	4320 - RPWRF - CONTRACT FOR BURNER AND BOILER CONTROLS UPGRADE #3		

Agenda Wording

Consent to award, PW ITB 6367-25 to McKinstry Co., Spokane WA. Term is June 3, 2025 to June 1, 2026. Total cost is $369,900 not including tax.

Summary (Background)

PW ITB 6367-25 was issued to procure the burner and boiler controls upgrade contract. McKinstry was selected as the lowest responsive and responsible bidder. These boilers were installed in 1990 and replacement controls are no longer available and the ones we have are not functioning properly.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

PIES June 16, 2025

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 369,900.00
Current Year Cost	$ 369,900.00
Subsequent Year(s) Cost	$ 0

Narrative

This expense was planned in the CIP.

Amount		Budget Account
Expense	$ 369,900.00	# 4320.43290.35148.54801.10088
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	N/A

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

Approvals		Additional Approvals	
Dept Head	GENNETT, RAYLENE		
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Paul Steinheiser paulst@mckinstry.com	hbarnhart@spokanecity.org
kkeck@spokanecity.org	mmurray@spokanecity.org
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City Clerk's No. OPR 2025-0467

City of Spokane

PUBLIC WORKS AGREEMENT

Title: **BURNER AND BOILER CONTROLS UPGRADE**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **McKINSTRY, CO., LLC**, whose address is 850 East Spokane Falls Boulevard, Suite 100, Spokane, Washington, 99202 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Contract for the Wesihaupt Burner No. 3 and Boiler Controls Upgrade at the Riverside Park Water Reclamation Facility; and

WHEREAS, the Contractor was selected through PW-ITB 6367-25 issued by the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Contractor mutually agree as follows:

1. TERM OF CONTRACT.
The term of this Contract begins on June 3, 2025, and ends on June 1, 2026, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.
The Contractor shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Contract shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

3. SCOPE OF WORK.
The Contractor's General Scope of Work for this Contract is described in their Bid Response, which is attached as Exhibit B. In the event of a conflict or discrepancy in the Contract documents, this City Public Works Contract controls. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **Wesihaupt Burner No. 3 and Boiler Controls Upgrade at the Riverside Park Water Reclamation Facility** and the associated Scope of Work and the specifications referenced therein.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically, and prepare and present information and materials (e.g., detailed outline of

completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

4. COMPENSATION / PAYMENT.
Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **THREE HUNDRED SIXTY-NINE THOUSAND NINE HUNDRED AND NO/100 DOLLARS** (**$369,900.00**), excluding applicable sales tax unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 3 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor will send its applications for payment to the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205-3939. All invoices should include the City Clerk File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

5. CONTRACT DOCUMENTS.
The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file in the Riverside Park Water Reclamation Facility, and are incorporated into this Contract by reference, as if they were set forth at length.

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

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

to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

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

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

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

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

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

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

14. INDEMNIFICATION.
The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Contract.

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

A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;

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

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

D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish a current and acceptable Certificate of Insurance (COI). The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

16. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
   1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

   2. Have a current Washington Unified Business Identifier (UBI) number;

   3. If applicable, have:

      a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

      b. A Washington Employment Security Department number, as required in Title 50 RCW;

      c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

d. An electrical contractor license, if required by Chapter 19.28 RCW;

e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

17. INDEPENDENT CONTRACTOR.
The Contractor is an independent Contractor. This Contract does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Contract prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

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

19. TERMINATION.
Either party may terminate this Contract, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

20. STANDARD OF PERFORMANCE.
The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Contract are performed.

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

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

23. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract. The Contractor guarantees and warranties all work, labor and materials under this Contract shall be in accord with the Contract documents. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

24. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications**: The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Contract time and compensation will be adjusted accordingly.

B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.

C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

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

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

I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane in connection with this Agreement are ***public records*** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

McKINSTRY, CO., LLC

By_____
Signature Date

_____
Type or Print Name

_____
Title
Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title
Approved as to form:

_____
Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Debarment Certification
Payment Bond
Performance Bond
Exhibit B - Contractor's Bid Response

25-133

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 actual knowledge and belief, that its officers and directors:

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

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

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

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

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

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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

PAYMENT BOND

We, **McKINSTRY, CO., LLC**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE HUNDRED SIXTY-NINE THOUSAND NINE HUNDRED AND NO/100 DOLLARS ($369,900.00),** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **Wesihaupt Burner No. 3 and Boiler Controls Upgrade at the Riverside Park Water Reclamation Facility** If the principal shall:

A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and

B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

McKINSTRY, CO., LLC,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____ _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **McKINSTRY, CO., LLC,** as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE HUNDRED SIXTY-NINE THOUSAND NINE HUNDRED AND NO/100 DOLLARS ($369,900.00),** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **Wesihaupt Burner No. 3 and Boiler Controls Upgrade at the Riverside Park Water Reclamation Facility.** If the principal shall:

A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and

B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

McKINSTRY, CO., LLC,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

_____
Signature of Notary

My appointment expires _____

EXHIBIT B

Bid Response Summary

Bid Number	PW ITB 6367-25
Bid Title	Weishaupt Burner #3 and Boiler Controls Upgrade– Riverside Park Water Reclamation Facility - Public Works
Due Date	Monday, June 2, 2025 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	McKinstry
Submitted By	scottbe@mckinstry.com scottbe@mckinstry.com - Monday, June 2, 2025 9:12:50 AM [(UTC-08:00) Pacific Time (US & Canada)] scottbe@mckinstry.com
Comments	

Question Responses

Group	Reference Number	Question	Response
Pre-Bid Site Visit			
	1	OPTIONAL Pre-bid conference and walk through will be held on TUESDAY May 13th, 2025, at 9:00 AM. The location will be the Lobby Area of the Riverside Park Water Reclamation Facility, 4401 N Aubrey L. White Pkwy, Spokane, WA 99205.	I acknowledge and agree
BACKGROUND AND PURPOSE			
	1	Bidder Acknowledges: The City of Spokane Riverside Park Water Reclamation Facility (COS RPWRF), operates a 24-hour/365 day per year and works under aggressive deadlines and schedules that require suppliers to provide high service levels.	I acknowledge and agree
	2	The COS RPWRF is seeking a CONTRACTOR to Upgrade the Burner and Boiler Controls. Project falls under Public Works, therefore Contractor shall/must be a Washington State registered “and” licensed Contractor and have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement at the time of bid submittal to be considered a responsive bidder.	I acknowledge and agree
GENERAL INFORMATION			
	CONTRACTOR'S REPRESENTATIONS	The Contractor by making its Bid represents that it has read and understands the specifications, and familiarized the Work is to be performed.	I acknowledge and agree
	QUALIFICATION	Bidder acknowledges that they have reviewed Bidder Responsibility Criteria (Mandatory) that is located the Documents Tab and acknowledges that bidders must meet criteria to be considered a responsible bidder.	I acknowledge and agree
	QUALIFICATION	Prior to the award of Contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to ensure completion of the Work, unless waived by the City.	I acknowledge and agree
	QUALIFICATION	Supplemental Bidder Responsibility. Bidder must meet the mandatory bidder responsibility criteria called out in City of Spokane Supplemental Bidder Responsibility Criteria Form to be considered a responsible bidder.	I acknowledge and agree
	QUALIFICATION	Supplemental Bidder Responsibility Criteria Bidders can Download "Supplemental Bidder Responsibility Criteria Form with Work Experience Form" From The Bids Documents Tab, Complete And Upload Here	Completed_Supplemental Bidder Responsibility Criteria Form.pdf

	QUALIFICATION	Supplemental Bidder Responsibility Criteria After bid opening and prior to award, the apparent low bidder, or contacted bidders, shall complete, sign and submit this form with attached documentation within twenty-four (24) hours of notification.	I acknowledge and agree	
	QUALIFICATION	Bidder acknowledges that they have reviewed Bidder Responsibility Criteria (Supplemental) that is located the Documents Tab and acknowledges that bidders must meet criteria to be considered a responsible bidder.	I acknowledge and agree	
	AWARD OF CONTRACT	Award of contract, when made by the City, will be to the low responsive-responsible bidder based on cost. Unsuccessful Contractors will not automatically be notified of results.	I acknowledge and agree	
	CONTRACT	The contract that is awarded from this ITB would be valid through June 30, 2026	I acknowledge and agree	
	CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement.	I acknowledge and I agree	
	EXECUTION OF CONTRACT	Within ten (10) days of contract award the Contractor shall sign and return to the City an executed copy of the contract unless otherwise mutually agreed by the City and Contractor.	I acknowledge and I agree	
	GUARANTEE	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I acknowledge and I agree	
	PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge and agree	
	PAYMENT - Progress Payments Shall Include WA State Tax	Progress Payments would be made Net 30 after receipt of invoice. Progress Payments shall include Tax.	I acknowledge and agree	
	1	1ST PAYMENT 10% based on Contractor providing support materials have been ordered. Upon Receipt of Invoice Net 30.	I acknowledge and agree	
	2	2ND PAYMENT 10% based on Contractor providing support materials have been received by Contractor. Upon Receipt of Invoice Net 30.	I acknowledge and agree	
	3	If you took exception to any of the above, explain in detail.		
	INVOICING	Invoices must be submitted to the Riverside Park Water Reclamation Facility. •Invoices shall reference and list OPR #2025-XXXX and approved Intent to Pay Prevailing Wage Number. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the services performed and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all services per request have been satisfactorily performed. Invoices shall be emailed to HBarnhart@spokanecity.org or mailed to Riverside Park Water Reclamation Facility, Attn: Warehouse Manager-Barnhart, 4401 N Aubrey L. White Pkwy, Spokane, WA 99205.	I acknowledge and agree	

	REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in the Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Invitation to Bids, at the prices shown.	I acknowledge and agree
	BIDDING ERRORS	BIDDING ERRORS: 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 acknowledge and agree
	CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered “and” licensed Contractor at time of Bid submittal.	I acknowledge and agree
	COMPLETION TIME	The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by DECEMBER 31, 2025.	I acknowledge and I agree
	LIQUIDATED DAMAGES	In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of $500 per calendar day until the work is satisfactorily completed.	I acknowledge and agree
	EXCEPTIONS	If you took exception to any of the above, explain in detail.	
	MISCELLANEOUS DOCUMENTATION UPLOAD	Upload any additional documentation here. You can only upload one document so if you have more than one page - combine them into one page before uploading.	Complete Bid Burner 3 WWTP.pdf
PUBLIC WORKS REQUIREMENTS			
	1.	The work under this contract constitutes a public work under state law.	I acknowledge and agree
	2.	Payment/performance bonds will be required.	I acknowledge and agree
	PERFORMANCE BOND AND PAYMENT BOND	The Contractor shall furnish, at its sole expense, a performance "and" a payment bond, each equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of $150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty-five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010.	I acknowledge and agree
	3.	Statutory retainage will be required	I acknowledge and I understand

	RETAINAGE	Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor, or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty-five (45) days following final acceptance of Work; provided the following conditions are met:	I acknowledge and I agree
	RETAINAGE	a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&I). b. On Contracts greater than $35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage. In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.	I acknowledge and I agree
	4.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	I acknowledge and I understand
	5.	The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is Monday, June 2nd, 2025.	I acknowledge and I understand
	6.	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	I acknowledge and I understand
	7.	The Contractor and any subcontractors will submit a Statement of Intent to Pay Prevailing Wages□ certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The □Statement of Intent to Pay Prevailing Wages□ shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an □Affidavit of Wages Paid certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	I acknowledge and I understand
	8.	The Contractor is responsible for payment of fees for the approval of "Statements of Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid" and shall make all applications directly to L&I.	I acknowledge and I understand

	9.	As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding on public works projects under RCW 39.04.350 and RCW 39.06.020	I acknowledge and I understand
TECHNICAL REQUIREMENTS			
	PERFORMANCE	The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the work described as the Burner and Boiler Controls Upgrade – Riverside Park Water Reclamation Facility - Public Works.	I acknowledge and I agree
	SCOPE OF WORK -	Contractor shall be responsible for replacing the burner, burner gas lines and the controls for the boiler. This work includes, but is not limited to, replacing regulators, valves, upgrades to pneumatic to electronics.	I acknowledge and agree
	SCOPE OF WORK	Bidder has reviewed Recent Digester Gas Sample Analysis posted in Documents Tab, the attachment is 29 pages.	I acknowledge and agree
	SCOPE OF WORK	Burner shall be a Weishaupt Burner as specified in the bid document in the "docuemtns" tab, no substitutions will be allowed.	I agree and acknowledge
GENERAL REQUIREMENTS			
	INTENT OF SPECIFICATIONS	The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.	I acknowledge and agree
	WASHINGTON STATE RETAIL SALES TAX	A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law.	I acknowledge and agree
	WASHINGTON STATE RETAIL SALES TAX	B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.	I acknowledge and agree
	PERMITS	The Contractor shall be responsible for obtaining at its expense all related and necessary permits required by regulatory agencies.	I acknowledge and agree
	SUBCONTRACTORS	The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.	I acknowledge and agree
	INSURANCE	During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):	I acknowledge and agree

	INSURANCE	a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.00.	I acknowledge and agree
	INSURANCE	b. General Liability Insurance b. on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement.; i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and	I acknowledge and agree
	INSURANCE	c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and	I acknowledge and agree
	INSURANCE	d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.	I acknowledge and agree
	INSURANCE	There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.	I acknowledge and agree
BID			
	BIDDER'S DECLARATION	The Bidder submitting this bid certifies that it has examined the site, read and understands Bid #PW ITB 6367-25 posted in the Documents Tab, and the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein.	I acknowledge and I agree
	Bid	Price shall be an all-inclusive single, firm-fixed price, that includes all associated costs.	I acknowledge and agree
	BID PRICE IS COMPLETE	Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.	I acknowledge and I agree
	CONTRACTOR RESPONSIBILITY	Washington State Contractor's Registration Number	MCKINCL942DW

	CONTRACTOR RESPONSIBILITY	U.B.I. Number	602 569 922
	CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	323-555-000
	CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	20-4030425
	CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	T11103486BUS
	ADDENDA	Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal.	1
	MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated bid due date.	I acknowledge and I agree
	MISCELLANEOUS	The bidder submitting this response hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48 or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	I acknowledge and I agree
	MISCELLANEOUS	Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting this bid response.	SCOTT BEACH, MCKINSTRY COMPANY, 601 E RIVERSIDE AVE, SUITE 510, SPOKANE WA 99202, 208-277-8319
	1	Please provide the name, phone number, and email address for the person in your Company that will potentially sign a contract through the DocuSign process used by the City.	PAUL STEINHEISER, 206-391-1673, Paulst@mckinstry.com
	2	Bid Proposal: Bidder must/shall complete Pages 10 - 12 of the PW ITB 6367-25 Bid Document (Burner and Boiler Controls Upgrade – Riverside Park Water Reclamation Facility - Public Works) located in the Documents tab. Please save these three pages as one document as you will only be allowed to upload document here, failure to upload the completed list may result in a non-responsive determination to this request.	Completed Bid Proposal.pdf
	3	The bid shall be accompanied by a bid bond bound to the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment/performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane. Please upload your bid bond here or bid "will be" considered non-responsive. (blank form available under the ’Documents’ tab).	Bid_Bond_20250519_110507.pdf
	4	If subcontractors will be used, please download the ’Subcontractor List’ document from the ’Documents’ tab, complete, and upload the completed document here. If subcontractors will be used, failure to upload the completed list may result in a non-responsive determination to this request.	Subcontractors List.pdf

TERMS & CONDITIONS			
	#1	Bidder accepts has read and acknowledges compliance with Terms and Conditions located in the Documents area of this project. If answer is "I do not acknowledge and I do not agree", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I acknowledge and I agree
	#2	Describe exceptions to Terms & Conditions if you marked "I do not acknowledge and I do not agree" above.	

HUB International Northwest, LLC
12100 NE 195th Street, Suite 200, Bothell, WA 98011-5768
Mail: P.O. Box 3018, Bothell, WA 98041-3018
Phone: (425) 489-4500 Fax: (425) 485-8489

05/15/2025

Valentia Verena
McKinstry Co., LLC
5005 3rd Ave. South
Seattle, WA 98134

Re: BID BOND ENCLOSED
Weishaupt Burner #3 and Boiler Controls Upgrade - Riverside Park Water Reclamation Facility - Public Works

Dear Valentia:

Enclosed is referenced bid bond that was ordered.

Please check all signatures, dates, amounts and job description to avoid having a low bid rejected because of a clerical error. Please make certain to sign the bond where indicated.

Please confirm that the bid bond form attached is the form required by the specifications.

Please provide bid results as soon as possible.

Thank you.

HUB International Northwest, LLC

Jim S. Kuich

Enclosure

BID BOND

We, McKinstry Co., LLC as Principal, and Western Surety Company as Surety, are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make timely award to the Principal for the **Weishaupt Burner #3 and Boiler Controls Upgrade – Riverside Park Water Reclamation Facility - Public Works** according to the terms of the bid made by the Principal; and the Principal shall, within the specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null and void; otherwise, it shall remain in full force and effect; but in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on June 2, 2025

McKinstry Co., LLC

AS PRINCIPAL

By: _____

Title: PRESIDENT & CFO

A valid POWER OF ATTORNEY must accompany this bond.

Western Surety Company

AS SURETY

By: _____

Attorney in Fact

Jim S. Kuich

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Steve Wagner, Michael A Murphy, Heather L Allen, S M Scott, Theresa A Lamb, Jim W Doyle, Jim S Kuich, Annette Troseth, Ted Baran, Carol Lowell, Andy D Prill, Chad M Epple, Emma C Doleshel, Natalie C Chau, Dana Brown, Grant E Ingalls, Individually

of Bothell, WA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of December, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of December, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 2nd day of June 2025

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

THESE NEXT THREE PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM AND INFORMATION MUST BE SUBMITTED ONLINE PER INSTRUCTIONS TO BIDDERS PARAGRAPH #16.

BID PROPOSAL

To: Honorable Mayor
Members of the City Council
City of Spokane, Washington

PROJECT: PW ITB 6367-25, Weishaupt Burner #3 and Boiler controls Upgrade – Riverside Park Water Reclamation Facility - Public Works

BIDDER'S DECLARATION.
The undersigned bidder certifies that it has examined the site, read, and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

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

Bid
$ 369,900.00
(do not include Washington State Sales Tax)

The Bidder agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated bid due date.

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

CONTRACT COMPLETION TIME.
The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by December 31, 2026.

LIQUIDATED DAMAGES.
In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of five hundred ($500.00) per calendar day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. MCKINCL942DW
(Must be in effect at time of bid submittal)

U.B.I. Number 602 569 922

Washington Employment Security Department Number 323-555-000

Washington Excise Tax Registration Number 20-4030425

City of Spokane Business License Number T11103486BUS
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BID SECURITY.
A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

NON-COLLUSION.
The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

Name of Bidder: McKinstry Co., LLC

Signature of Bidder's Authorized Representative

Business Unit Manager
Title

601 E Riverside Ave, Suite 510, Spokane, WA 99202
Address

509-482-3323
Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On 05/30/2025
date

(Seal or Stamp)
Notary Public
State of Washington
SARA L HOFSTEE
LICENSE # 21033079
MY COMMISSION EXPIRES
SEPTEMBER 15, 2029

Signature of Notary Public

My appointment expires 09/15/2029

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses

and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On

_____

date

(Seal Or Stamp)

_____

Signature of Notary Public

My appointment expires _____

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On

_____

date

(Seal Or Stamp)

_____

Signature of Notary Public

My appointment expires _____

THESE NEXT THREE PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM AND INFORMATION MUST BE SUBMITTED ONLINE PER INSTRUCTIONS TO BIDDERS PARAGRAPH #16.

BID PROPOSAL

To: Honorable Mayor
Members of the City Council
City of Spokane, Washington

PROJECT: PW ITB 6367-25, Weishaupt Burner #3 and Boiler controls Upgrade – Riverside Park Water Reclamation Facility - Public Works

BIDDER'S DECLARATION.
The undersigned bidder certifies that it has examined the site, read, and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

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

Bid
$ 369,900.00
(do not include Washington State Sales Tax)

The Bidder agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated bid due date.

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

CONTRACT COMPLETION TIME.
The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by December 31, 2026.

LIQUIDATED DAMAGES.
In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of five hundred ($500.00) per calendar day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. MCKINCL942DW
(Must be in effect at time of bid submittal)

U.B.I. Number 602 569 922

Washington Employment Security Department Number 323-555-000

Washington Excise Tax Registration Number 20-4030425

City of Spokane Business License Number T11103486BUS
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BID SECURITY.
A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

NON-COLLUSION.
The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

Name of Bidder: McKinstry Co., LLC

Signature of Bidder's Authorized Representative

Business Unit Manager
Title

601 E Riverside Ave, Suite 510, Spokane, WA 99202
Address

509-482-3323
Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On 05/30/2025
date

(Seal, if any)
Notary Public
State of Washington
SARA L HOFSTEE
LICENSE # 21033079
MY COMMISSION EXPIRES
SEPTEMBER 15, 2029

Signature of Notary Public

My appointment expires 09/15/2029

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses

and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On

_____

date

(Seal Or Stamp)

_____

Signature of Notary Public

My appointment expires _____

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On

_____

date

(Seal Or Stamp)

_____

Signature of Notary Public

My appointment expires _____

City of Spokane, Washington
Supplemental Bidder Responsibility Criteria

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attachments to the City (See instructions at the end of this form). The form shall be submitted within twenty-four (24) hours after the notification, unless a different time and date is required by the specifications or otherwise mutually agreed upon.	
Project Name: Weishaupt Burner #3 and Boiler Controls Upgrade – Riverside Park Water Reclamation Facility – Public Works	
	Project # 6367-25
Part A: General Company Information	
Company Name McKinstry Company, LLC	
Address 5005 3rd Ave S, Seattle WA 98134	
Contact Name and Title Scott Beach, Senior Account Executive	
Contact Phone 208-277-8319	Contact E-mail scottbe@mckinstry.com
Years in business as a Prime Contractor 63	Years in business as a sub-contractor
Years in business under present Name 63	
List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years N/A	
Explain reason for name change(s) in the past five (5) years N/A	
Part B: Work Experience	
If the request for bids has project specific criteria, including work experience, list at least the requested number of projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project. **List four (4) similar construction projects.**	
Part C: Performance Evaluation	
Under past or present names does the bidder have a history of receiving "deficient" or "inadequate" evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?	
□ Yes □X No	
If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.	
Part D: Record of Debarment / Disqualification	
Has the bidder (including the primary contractor, any firm with which any of the primary contractor's owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?	
□ Yes □X No	
If "Yes", attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.	

Part E: Safety
In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight? The Contractor shall submit safety records for the past three (3) years including OSHA 300A logs, recordable incidents, lost time accident statistics, EMR rating, OSHA type violations and NAICS code. The Contractor shall submit a list of any work activities previously performed at the City of Spokane WTEF. It is expected the contractor will have an EMR rating <1, OSHA recordable rate below industry average and no OSHA Violations for the past 3 years.
□ Yes □X No
If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
Part F: Environmental
In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor?
□ Yes □X No
If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
Part G: Utilization Requirements
In the last five (5) years, has it been determined by a government agency that the bidder did not comply with disadvantaged business enterprises, apprenticeship or other similar utilization requirements on public works projects?
□ Yes □X No
Part H: Discrimination
Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?
□ Yes □X No
If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involves, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.
Part I. Prevailing Wage
In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?
□ Yes □X No
If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluation these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.

Part J: Public Bidding Crime (Criminal Convictions)
Has the bidder been convicted of a crime involving public bidding on a public works contract within the last five (5) years?
□ Yes □X No
If "Yes", attach a separate signed/dated statement listing the dates of conviction(s), the offense(s) convicted of, the punishment, and a brief statement of the facts underlying the conviction(s).
Part K. Claims Against Retainage and Bonds
Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?
□ Yes □X No
If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.
Part L. Termination for Cause
Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?
□ Yes □X No
If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.
Part M: Litigation
Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?
□ **Yes** □**X No**
If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.
Part N: Delinquent State Taxes
Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?
□ Yes □X No
If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".
Part O: Subcontractor Responsibility

Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?
□**X** Yes □ No
If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.
Signature
The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.
Signature of Authorized Representative Date 05/30/2025
Printed Name of Authorized Representative Paul Steinheiser Title Business Unit Manager

Attachment to Supplemental Bidder Responsibility Criteria

Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL

Bidder's Company Name	Bidders' Contact Name & Phone Number
McKinstry Company, LLC	Greg Feider 509-342-9910

Project Name	Project Contract Number
WSU SRC Boiler phase I	121174-001
Project Owner Washington State University	Project Location Pullman Washington
Project Owner Contact Name & Title Brian Baier/AFS Maintenance supervisor	Owner's Telephone Number 208-596-1022

Notice to Proceed Date	Final Completion Date	Awarded Contract Value	Final Contract Price
6/10/2021	11/14/2021	$275,950	$280,580

Prime Contractor Name (If Not Bidder)	Contractor Contact Name & Phone Number (If Not Bidder)
McKinstry Essention	Casey McGourin 509-209-0634

Brief Project Description

Demolition of an existing boiler and primary pump. Supply and install a new boiler, primary pump, pipe, valves and fittings as needed to hook up the new equipment and install new boiler venting.

Brief Summary of Technical Work Completed by Bidder, Including Any Relevant Details to Demonstrate Similar Experience and Any Required Experience Detailed in the Specifications

Self-performed all labor associated with the shutdown, demolition and pump alignment installation scope, Boiler startup was performed by manufacturer subcontractor due to warranty needs by the boiler manufacturer, successfully subcontracted insulation, concrete scanning, core drilling, GWB repairs work.

CITY OF SPOKANE - PURCHASING
& CONTRACTS
915 N. Nelson St.
Spokane, Washington 99202
(509) 625-6400

May 13th 2025

ADDENDUM NO. 1

PW ITB 6367-25 Weishaupt Burner #3 & Boiler Controls Upgrade

This Addendum 1 to the above identified Public Works Invitation to bid is being issued to issue the Sign in sheet for the Pre-submittal Meeting. **No Questions were asked.**

Tanya Lester

Procurement Specialist,
Purchasing & Contracts
Department

PLEASE NOTE: This addenda shall be acknowledged when submitting a response in ProcureWare to this IRFP

PW ITB 6367-25 OPTIONAL WALK THROUGH

PROJECT:	Weishaupt Burner #3 & Boiler Controls Upgrade	**MEETING DATE:**	Tuesday May 13th, 2024, 9:00 AM
FACILITATOR:		**LOCATION:**	4401 N. Aubrey L. White Parkway, Spokane WA 99205

NAME	COMPANY	EMAIL
Nate Cauley	CH Murphy	nate.cauley@chmca.com
Brian Paska	Arc Electric + Light	brianp@arcelectriccorp.com
Ryne Harris	MacDonald Miller	Ryne.Harris@macmiller.com
Matt Miller	Power city Electric	mmiller@powercityelectric.com
Jason Petterson	MacMiller	Jason.Petterson@macmiller.com
Hans Uskoski	DW Industries	Hans@dw-industries.net
Rob David	Atlas Boiles	~~Bob~~ bob@dbiatlasBoilers.com
RC RIGGS	MACMILLER	RC.RIGGS@macmiller.com

SUBCONTRACTOR LIST

City of Spokane Project Name: PW ITB 6367-25, Weishaupt Burner #3 and Boiler Controls Upgrade – Riverside Park Water Reclamation Facility – Public Works

RCW 39.30.060 (as amended) states:

"Every invitation to bid on a prime contract that is expected to cost one million dollars or more for the construction, alteration, or repair of any public building or public work … shall require each prime contract bidder to submit as part of the bid, or within one (1) hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work.
***The prime contract bidder shall** not list more than one (1) subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work **shall render the prime contract bidder's bid nonresponsive and, therefore, void.**" (emphasis added)*

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____
Work to be performed: McKinstry will self perform the work and have no sub-contractors
_____
_____

Subcontractor Named: (List prime contract bidder if prime contract bidder intends to self-perform the work)) _____
Work to be performed:
_____
_____

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____
Work to be performed:
_____
_____

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____
Work to be performed:
_____
_____

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____
Work to be performed:
_____
_____

HUB International Northwest, LLC
12100 NE 195th Street, Suite 200, Bothell, WA 98011-5768
Mail: P.O. Box 3018, Bothell, WA 98041-3018
Phone: (425) 489-4500 Fax: (425) 485-8489

05/15/2025

Valentia Verena
McKinstry Co., LLC
5005 3rd Ave. South
Seattle, WA 98134

Re: BID BOND ENCLOSED
Weishaupt Burner #3 and Boiler Controls Upgrade - Riverside Park Water Reclamation Facility - Public Works

Dear Valentia:

Enclosed is referenced bid bond that was ordered.

Please check all signatures, dates, amounts and job description to avoid having a low bid rejected because of a clerical error. Please make certain to sign the bond where indicated.

Please confirm that the bid bond form attached is the form required by the specifications.

Please provide bid results as soon as possible.

Thank you.

HUB International Northwest, LLC

Jim S. Kuich

Enclosure

BID BOND

We, McKinstry Co., LLC as Principal, and Western Surety Company as Surety, are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make timely award to the Principal for the **Weishaupt Burner #3 and Boiler Controls Upgrade – Riverside Park Water Reclamation Facility - Public Works** according to the terms of the bid made by the Principal; and the Principal shall, within the specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null and void; otherwise, it shall remain in full force and effect; but in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on June 2, 2025

AS PRINCIPAL

McKinstry Co., LLC

By: _____

Title: PRESIDENT & CFO

A valid POWER OF ATTORNEY must accompany this bond.

Western Surety Company

AS SURETY

By: _____

Attorney in Fact

Jim S. Kuich

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Steve Wagner, Michael A Murphy, Heather L Allen, S M Scott, Theresa A Lamb, Jim W Doyle, Jim S Kuich, Annette Troseth, Ted Baran, Carol Lowell, Andy D Prill, Chad M Epple, Emma C Doleshel, Natalie C Chau, Dana Brown, Grant E Ingalls, Individually

of Bothell, WA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of December, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of December, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 2nd day of June 2025

WESTERN SURETY COMPANY

Paula Kolsrud

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

City of Spokane, Washington
Supplemental Bidder Responsibility Criteria

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attachments to the City (See instructions at the end of this form). The form shall be submitted within twenty-four (24) hours after the notification, unless a different time and date is required by the specifications or otherwise mutually agreed upon.	
Project Name: Weishaupt Burner #3 and Boiler Controls Upgrade – Riverside Park Water Reclamation Facility – Public Works	
	Project # 6367-25
Part A: General Company Information	
Company Name McKinstry Company, LLC	
Address 5005 3rd Ave S, Seattle WA 98134	
Contact Name and Title Scott Beach, Senior Account Executive	
Contact Phone 208-277-8319	Contact E-mail scottbe@mckinstry.com
Years in business as a Prime Contractor 63	Years in business as a sub-contractor
Years in business under present Name 63	
List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years N/A	
Explain reason for name change(s) in the past five (5) years N/A	
Part B: Work Experience	
If the request for bids has project specific criteria, including work experience, list at least the requested number of projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project. **List four (4) similar construction projects.**	
Part C: Performance Evaluation	
Under past or present names does the bidder have a history of receiving "deficient" or "inadequate" evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?	
□ Yes □X No	
If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.	
Part D: Record of Debarment / Disqualification	
Has the bidder (including the primary contractor, any firm with which any of the primary contractor's owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?	
□ Yes □X No	
If "Yes", attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.	

Part E: Safety

In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?

The Contractor shall submit safety records for the past three (3) years including OSHA 300A logs, recordable incidents, lost time accident statistics, EMR rating, OSHA type violations and NAICS code. The Contractor shall submit a list of any work activities previously performed at the City of Spokane WTEF. It is expected the contractor will have an EMR rating <1, OSHA recordable rate below industry average and no OSHA Violations for the past 3 years.

□ Yes □X No

If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.

Part F: Environmental

In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor?

□ Yes □X No

If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.

Part G: Utilization Requirements

In the last five (5) years, has it been determined by a government agency that the bidder did not comply with disadvantaged business enterprises, apprenticeship or other similar utilization requirements on public works projects?

□ Yes □X No

Part H: Discrimination

Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?

□ Yes □X No

If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involves, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.

Part I. Prevailing Wage

In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?

□ Yes □X No

If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluation these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.

Part J: Public Bidding Crime (Criminal Convictions)
Has the bidder been convicted of a crime involving public bidding on a public works contract within the last five (5) years?
□ Yes □X No
If "Yes", attach a separate signed/dated statement listing the dates of conviction(s), the offense(s) convicted of, the punishment, and a brief statement of the facts underlying the conviction(s).
Part K. Claims Against Retainage and Bonds
Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?
□ Yes □X No
If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.
Part L. Termination for Cause
Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?
□ Yes □X No
If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.
Part M: Litigation
Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?
□ Yes □X No
If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.
Part N: Delinquent State Taxes
Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?
□ Yes □X No
If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".
Part O: Subcontractor Responsibility

Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?
□**X** Yes □ No
If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.
Signature
The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.
Signature of Authorized Representative Date 05/30/2025
Printed Name of Authorized Representative Paul Steinheiser Title Business Unit Manager

Attachment to Supplemental Bidder Responsibility Criteria

Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL

Bidder's Company Name	Bidders' Contact Name & Phone Number
McKinstry Company, LLC	Greg Feider 509-342-9910

Project Name	Project Contract Number
WSU SRC Boiler phase I	121174-001
Project Owner Washington State University	Project Location Pullman Washington
Project Owner Contact Name & Title Brian Baier/AFS Maintenance supervisor	Owner's Telephone Number 208-596-1022

Notice to Proceed Date	Final Completion Date	Awarded Contract Value	Final Contract Price
6/10/2021	11/14/2021	$275,950	$280,580

Prime Contractor Name (If Not Bidder)	Contractor Contact Name & Phone Number (If Not Bidder)
McKinstry Essention	Casey McGourin 509-209-0634

Brief Project Description

Demolition of an existing boiler and primary pump. Supply and install a new boiler, primary pump, pipe, valves and fittings as needed to hook up the new equipment and install new boiler venting.

Brief Summary of Technical Work Completed by Bidder, Including Any Relevant Details to Demonstrate Similar Experience and Any Required Experience Detailed in the Specifications

Self-performed all labor associated with the shutdown, demolition and pump alignment installation scope, Boiler startup was performed by manufacturer subcontractor due to warranty needs by the boiler manufacturer, successfully subcontracted insulation, concrete scanning, core drilling, GWB repairs work.

SUBCONTRACTOR LIST

City of Spokane Project Name: PW ITB 6367-25, Weishaupt Burner #3 and Boiler Controls Upgrade – Riverside Park Water Reclamation Facility – Public Works

RCW 39.30.060 (as amended) states:

"Every invitation to bid on a prime contract that is expected to cost one million dollars or more for the construction, alteration, or repair of any public building or public work … shall require each prime contract bidder to submit as part of the bid, or within one (1) hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work.
***The prime contract bidder shall** not list more than one (1) subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work **shall render the prime contract bidder's bid nonresponsive and, therefore, void**." (emphasis added)*

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____
Work to be performed: McKinstry will self perform the work and have no sub-contractors
_____
_____

Subcontractor Named: **(List prime contract bidder if prime contract bidder intends to self-perform the work))** _____
Work to be performed:
_____
_____

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____
Work to be performed:
_____
_____

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____
Work to be performed:
_____
_____

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____
Work to be performed:
_____
_____

License Information:

New search Back to results

Entity name: MCKINSTRY CO., LLC

Business name: MCKINSTRY CO., LLC

Entity type: Limited Liability Company

UBI #: 602-569-922

Business ID: 001

Location ID: 0002

Location: Active

Location address: 850 E SPOKANE FALLS BLVD
SPOKANE WA 99202-2167

Mailing address: PO BOX 24567
SEATTLE WA 98124-0567

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Airway Heights General Business - Non-Resident	2929			Active	Jan-31-2026	Jan-03-2019
East Wenatchee General Business - Non-Resident				Active	Jan-31-2026	Jun-08-2017
Moses Lake General Business - Non-Resident	BUS1998-008			Active	Jan-31-2026	Jan-23-1998
Spokane General Business	T11103486BL			Active	Jan-31-2026	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title

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

Registered Trade Names

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

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 3/12/2025 9:58:19 AM

Contact us

How are we doing?
Take our survey!

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

MCKICO.-01 KGIRIDHARRAO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 1/31/2025

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

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

PRODUCER	CONTACT NAME:	
Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	PHONE (A/C, No, Ext): (425) 489-4500	FAX (A/C, No): (425) 485-8489
	E-MAIL ADDRESS: now.info@hubinternational.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
McKinstry Co. LLC PO Box 24567 Seattle, WA 98124-0567	INSURER A : The Travelers Indemnity Company	25658
	INSURER B : Travelers Property Casualty Company of America	25674
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X WA Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	VTC2K-CO-5643B901-IND-25	1/31/2025	3/1/2026	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 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			VTC2J-CAP-5643B913-TIL-25	1/31/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		VTC2K-CO-5643B901-IND-25	1/31/2025	3/1/2026	PER STATUTE [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: MCK Job #124151 Spokane WWTP Modine Heater Replacements
City of Spokane is included as Additional Insured, coverage is primary and non-contributory and waiver of subrogation applies per the attached forms/endorsements.

CERTIFICATE HOLDER

City of Spokane
4401 N Aubrey L White Pkwy
Spokane, WA 99205

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

Eric Schach

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Any person or organization that:

a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and

b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. Only as described in Paragraph **(1)**, **(2)** or **(3)** below, whichever applies:

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

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

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

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

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

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

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

(3) If neither Paragraph **(1)** nor **(2)** above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

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

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

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

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

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

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

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

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

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

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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

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

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

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

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

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE OF DESIGNATED ADDITIONAL INSUREDS

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

a. Specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis; and

b. Was signed and executed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed

PROVISIONS

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

The insurance afforded under this Coverage Part to any additional insured shown in the Schedule Of Designated Additional Insureds is primary to any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

A. Who Is An Insured – Unnamed Subsidiaries

B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

C. Incidental Medical Malpractice

D. Blanket Waiver Of Subrogation

E. Contractual Liability – Railroads

F. Damage To Premises Rented To You

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

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

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

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

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

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

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

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

b. A trust;

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

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

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

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

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

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

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C. INCIDENTAL MEDICAL MALPRACTICE

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

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

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

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

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

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

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

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

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

   Sale Of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

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

   "Incidental medical services" means:

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

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

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

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

D. BLANKET WAIVER OF SUBROGATION

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

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

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

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

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

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

   c. Any easement or license agreement;

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

F. DAMAGE TO PREMISES RENTED TO YOU

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

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS

LIMITS OF INSURANCE

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

Designated Projects:

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

Designated Locations:

Each premises owned by or rented to you

PROVISIONS

1. The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.
2. The following replaces Paragraph **1.** of **SECTION III – LIMITS OF INSURANCE**:

1. The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought;

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

d. "Projects" or "locations".

3. The following replaces Paragraph **2.** of **SECTION III – LIMITS OF INSURANCE**:

2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:

(1) Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

(2) Damages under Coverage **B**; and

(3) Medical expenses under Coverage **C**.

b. The Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

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

(a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences"; and

(b) Medical expenses under Coverage **C** for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "project".

(2) The Designated Project Aggregate Limit applies separately to each "project".

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

(4) The Designated Project Aggregate Limit does not apply to damages under Coverage **B**. Instead, the General Aggregate Limit described in Paragraph **2.d.** below applies to such damages.

(5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce the Designated Project Aggregate Limit for the applicable "project". Such payments will not reduce the Total Aggregate Limit, the General Aggregate Limit described in Paragraph **2.d.** below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.

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

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

(a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences"; and

(b) Medical expenses under Coverage **C** for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "location".

(2) The Designated Location Aggregate Limit applies separately to each "location".

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

(4) The Designated Location Aggregate Limit does not apply to damages ssunder Coverage **B**. Instead, the General Aggregate Limit described in

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

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

(a) The Total Aggregate Limit; and

(b) The Designated Location Aggregate Limit for the applicable "location".

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

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

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

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

(b) Damages under Coverage **B**.

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

(3) Any payments made for damages or medical expenses to which the General Aggregate Limit applies will reduce:

(a) The Total Aggregate Limit; and

(b) The General Aggregate Limit.

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

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

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

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

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

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

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MCKICO.-01 KGIRIDHARRAO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 1/31/2025

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

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

PRODUCER	CONTACT NAME:	
Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	PHONE (A/C, No, Ext): (425) 489-4500	FAX (A/C, No): (425) 485-8489
	E-MAIL ADDRESS: now.info@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Travelers Indemnity Company	25658
INSURED	INSURER B : Travelers Property Casualty Company of America	25674
McKinstry Co. LLC PO Box 24567 Seattle, WA 98124-0567	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X	X	VTC2K-CO-5643B901-IND-25	1/31/2025	3/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X WA Stop Gap						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:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			VTC2J-CAP-5643B913-TIL-25	1/31/2025	3/1/2026	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		VTC2K-CO-5643B901-IND-25	1/31/2025	3/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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: MCK Job #123996 Spokane WWTP Gas Compressor Room Controls

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

CERTIFICATE HOLDER

City of Spokane
4401 N Aubrey L White Pkwy
Spokane, WA 99205

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Any person or organization that:

a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and

b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. Only as described in Paragraph **(1)**, **(2)** or **(3)** below, whichever applies:

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

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

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

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

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

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

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

(3) If neither Paragraph **(1)** nor **(2)** above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

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

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

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

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

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

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

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

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

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

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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

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

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

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

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

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE OF DESIGNATED ADDITIONAL INSUREDS

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

a. Specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis; and

b. Was signed and executed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed

PROVISIONS

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

The insurance afforded under this Coverage Part to any additional insured shown in the Schedule Of Designated Additional Insureds is primary to any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance.

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XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

A. Who Is An Insured – Unnamed Subsidiaries

B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

C. Incidental Medical Malpractice

D. Blanket Waiver Of Subrogation

E. Contractual Liability – Railroads

F. Damage To Premises Rented To You

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

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

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

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

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

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

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

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

b. A trust;

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

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

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

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

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

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

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C. INCIDENTAL MEDICAL MALPRACTICE

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

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

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

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

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

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

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

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

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

   Sale Of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

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

   "Incidental medical services" means:

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

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

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

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

D. BLANKET WAIVER OF SUBROGATION

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

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

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

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

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

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

   c. Any easement or license agreement;

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

F. DAMAGE TO PREMISES RENTED TO YOU

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

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS

LIMITS OF INSURANCE

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

Designated Projects:

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

Designated Locations:

Each premises owned by or rented to you

PROVISIONS

1. The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.
2. The following replaces Paragraph **1.** of **SECTION III – LIMITS OF INSURANCE**:

1. The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:
   - **a.** Insureds;
   - **b.** Claims made or "suits" brought;

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

d. "Projects" or "locations".

3. The following replaces Paragraph **2.** of **SECTION III – LIMITS OF INSURANCE**:

2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:

(1) Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

(2) Damages under Coverage **B**; and

(3) Medical expenses under Coverage **C**.

b. The Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

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

(a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences"; and

(b) Medical expenses under Coverage **C** for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "project".

(2) The Designated Project Aggregate Limit applies separately to each "project".

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

(4) The Designated Project Aggregate Limit does not apply to damages under Coverage **B**. Instead, the General Aggregate Limit described in Paragraph **2.d.** below applies to such damages.

(5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce the Designated Project Aggregate Limit for the applicable "project". Such payments will not reduce the Total Aggregate Limit, the General Aggregate Limit described in Paragraph **2.d.** below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.

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

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

(a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences"; and

(b) Medical expenses under Coverage **C** for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "location".

(2) The Designated Location Aggregate Limit applies separately to each "location".

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

(4) The Designated Location Aggregate Limit does not apply to damages ssunder Coverage **B**. Instead, the General Aggregate Limit described in

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

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

(a) The Total Aggregate Limit; and

(b) The Designated Location Aggregate Limit for the applicable "location".

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

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

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

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

(b) Damages under Coverage **B**.

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

(3) Any payments made for damages or medical expenses to which the General Aggregate Limit applies will reduce:

(a) The Total Aggregate Limit; and

(b) The General Aggregate Limit.

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

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

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

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

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

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

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Agenda Sheet for City Council:

Committee: PIES **Date:** 06/16/2025

Committee Agenda type: Consent

Council Meeting Date: 07/14/2025

Date Rec'd	6/10/2025		
Clerk's File #	OPR 2025-0468		
Cross Ref #			
Project #			
Submitting Dept	WASTEWATER MANAGEMENT	**Bid #**	TIPS CONTRACT
Contact Name/Phone	FRED BROWN 625.6307	**Requisition #**	CR27583
Contact E-Mail	FBROWN@SPOKANECITYORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	4320 - RPWRF - CONTRACT FOR HVAC IMPROVEMENTS		

Agenda Wording

Contract with McKinstry Essention, LLC, Seattle, WA to perform HVAC improvements at the Riverside Park Water Reclamation Facility. Term June 22, 2025 to December 31, 2026 for cost of $2,753,237.00 plus applicable taxes.

Summary (Background)

The Riverside Park Water Reclamation Facility is in need of HVAC upgrades and procured McKinstry Essention through the Interlocal Purchasing System (TIPS) for Energy Savings Performance - Contract NO. 220140.

What impacts would the proposal have on historically excluded communities?

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

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

N/A - This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers and maintain compliance with regulatory requirements.

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

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

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

This work is consistent with all City Policies and Procedures and is required to maintain compliance with regulatory requirements.

Council Subcommittee Review

PIES on June 16, 2025

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 2,753,237.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This has been planned in the CIP.

Amount		Budget Account
Expense	$ 2,753,237.00	# 4320.43290.35148.54801.10152
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	N/A

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

Approvals		Additional Approvals	
Dept Head	GENNETT, RAYLENE	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

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City Clerk's No. OPR 2025-0468

City of Spokane

PUBLIC WORKS AGREEMENT

Title: **RIVERSIDE PARK WATER RECLAMATION FACILITY HVAC IMPROVEMENTS**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **McKINSTRY ESSENTION, LLC**, whose address is 5005 Third Avenue South, Seattle, Washington, 98134 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Contract is to perform **HVAC Improvements at the Riverside Park Water Reclamation Facility;** and

WHEREAS, the Contractor was selected through the Interlocal Purchasing System for Energy Savings Performance Contracts No. 220104.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Contractor mutually agree as follows:

1. TERM OF CONTRACT.
The term of this Contract begins on June 22, 2025, and ends on December 31, 2026, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.
The Contractor shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Contract shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

3. SCOPE OF WORK.
The Contractor's General Scope of Work for this Contract is described in their Energy Services Proposal dated April 7, 2025, which is attached as Exhibit B. In the event of a conflict or discrepancy in the Contract documents, this City Public Works Contract controls. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled HVAC Improvements at the Riverside Park Water Reclamation Facility and the associated Scope of Work and the specifications referenced therein.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically, and prepare and present information and materials (e.g., detailed outline of

completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

4. COMPENSATION / PAYMENT.
Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **TWO MILLION SEVEN HUNDRED FIFTY-THREE THOUSAND TWO HUNDRED THIRTY-SEVEN AND NO/100 DOLLARS** (**$2,753,237.00**), plus applicable sales tax, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 3 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor will send its applications for payment to the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205-3939. All invoices should include the City Clerk File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

5. CONTRACT DOCUMENTS.
The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file in the Riverside Park Water Reclamation Facility, and are incorporated into this Contract by reference, as if they were set forth at length.

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

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

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

Contractor shall furnish performance and payment Bonds, each in an amount equal to the Construction Cost. The Bonds shall cover completion of the physical work per the approved design, and shall not guarantee or warranty efficiency or system performance. The Bonds shall not cover any obligation of the contractor to ensure that the work as constructed will result in any particular level of energy savings. Any suit on the Bonds must be brought within the period of one (1) year after substantial completion, as defined in the contract; provided, however, that if this suit limitation is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

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

12. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.
No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws,

including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

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

14. INDEMNIFICATION.
The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Contract.

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

A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;

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

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

D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish a current and acceptable Certificate of Insurance (COI). The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

16. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

2. Have a current Washington Unified Business Identifier (UBI) number;

3. If applicable, have:

    a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

    b. A Washington Employment Security Department number, as required in Title 50 RCW;

    c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

    d. An electrical contractor license, if required by Chapter 19.28 RCW;

    e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

17. INDEPENDENT CONTRACTOR.
The Contractor is an independent Contractor. This Contract does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Contract prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

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

19. TERMINATION.
Either party may terminate this Contract, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

20. STANDARD OF PERFORMANCE.
The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Contract are performed.

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

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

23. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.
The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract. The Contractor guarantees and warranties all work, labor and materials under this Contract shall be in accord with the Contract

documents. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

24. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications**: The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Contract time and compensation will be adjusted accordingly.

B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.

C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

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

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

I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane in connection with this Agreement 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).

J. Neither party shall be liable for any consequential, indirect, special, incidental, exemplary, or similar, damages or losses, including loss of profits, whether based in contract or tort or any other theory, even if a party has been advised of the possibility of such damages.

K. Notwithstanding any other provision(s) of this or any related agreement(s), if McKinstry's work is delayed, disrupted, suspended, or otherwise operationally or financially impacted as

a direct or indirect result of events beyond McKinstry's control, including armed conflict, war, trade wars, tariffs, and/or pandemic events (including due to (1) disruptions and/or price increases to inputs including materials, equipment, or labor; (2) illness of McKinstry's workforce and/or unavailability of labor; (3) government quarantines, closures, or other mandates, restrictions, and/or directives; and/or (4) owner or third party delays, restrictions and/or directives) then McKinstry shall be entitled to a reasonable equitable adjustment to its scope, savings, schedule, duration, and price to account for such delays, disruptions, suspensions, and impacts.

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

McKINSTRY ESSENTION, 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:
Exhibit A – Debarment Certification
Payment Bond
Performance Bond
Exhibit B - Contractor's Energy Services Proposal dated April 7, 2025

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its actual knowledge and belief, that its officers and directors:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,

   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

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

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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

PAYMENT BOND

We, **McKINSTRY ESSENTION, LLC**, as principal, and Western Surety Co., as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION FOUR HUNDRED EIGHTY-THREE THOUSAND FOUR HUNDRED NINETY-SEVEN AND NO/100 DOLLARS ($2,483,497.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **HVAC Improvements at the Riverside Park Water Reclamation Facility.** If the principal shall:

A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and

B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

McKINSTRY ESSENTION, LLC,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____ _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **McKINSTRY ESSENTION, LLC,** as principal, and Western Surety Co., as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION EIGHT HUNDRED FORTY-NINE THOUSAND THIRTEEN AND NO/100 DOLLARS ($1,849,013.00),** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **HVAC Improvements at the Riverside Park Water Reclamation Facility;** If the principal shall:

A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and

B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

McKINSTRY ESSENTION, LLC,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

_____
Signature of Notary

My appointment expires _____

EXHIBIT B

City of Spokane Riverside Park Water Reclamation Facility HVAC Improvements

ENERGY SERVICES PROPOSAL

SPOKANE, WA

APRIL 07, 2025

For the Life of Your Building

McKinstry
For The Life Of Your Building

Project Contacts

AREA OF RESPONSIBILITY	NAME	CONTACT NUMBER	EMAIL
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Account Executive	Christie Hoffpauer	509.713.7721	christieh@mckinstry.com
Program Manager	Ira Nolander	509.508.1815	iran@mckinstry.com
Energy Engineer	Ethan Durbano	509.979.7742	ethand@mckinstry.com
Performance Assurance Specialist	Chris Hatten	509.713.7726	chrishat@mckinstry.com
Construction Manager	Morgan Bartleson	509.426.5211	morganb@mckinstry.com

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Please note that this response provides the basic economic terms on which McKinstry would be willing to perform the scope of services outlined here. This response does not cover all of the terms and conditions relevant to a definitive agreement about these services. Nothing in this response approves legal terms such as warranties, indemnification, insurance requirements, and limitations of liability, even if those terms were included in the request for proposal. The details of those terms must be negotiated by the parties and set forth in a definitive agreement with respect to McKinstry's services.

1. Executive Summary

OUTCOME SNAPSHOT

This project represents an excellent opportunity to significantly improve facilities while saving energy and trimming utility spending. McKinstry looks forward to making this project a success.

McKinstry estimates these **savings** if proposed facility improvement measures (FIMs) are installed:

$2,750
Utility cost savings/year

52,789
Guaranteed kWh/year

Carbon dioxide emissions reductions would equal:

10
Acres of trees planted

80,487
lbs. CO_2/year

1.1 Overview

McKinstry has completed an extensive study and investigation of energy upgrades for the City of Spokane Riverside State Park Water Reclamation Facility (WWTP). Our Energy Services Proposal presents a holistic project solution for improving the overall facility efficiency and operation. Our proposed solutions will result in lower utility use and cost along with improved building system performance and occupant productivity.

1.2 Current Situation

CHALLENGES

The City of Spokane WWTP has dry coolers that provide cooling to the blower building. These dry coolers are at the end of their useful life and are failing. The cooling tower and pumps at the administration building are also at the end of their useful life and are failing.

1.3 Solutions

This project includes:

FIM ID: 02.01-WWTP: Chilled Water Upgrades

McKinstry proposes to demolish and replace the fluid cooler, associated pumps, expansion tanks, air separator, and glycol feed pump as well as all associated appurtenances. VFDs shall be added to the pumps. A buffer tank shall be added to reduce chiller cycling.

FIM ID: 03.01-WWTP: Blower Room Cooling Upgrades

McKinstry proposes to demolish and replace the DX coils, condensing units and associated above grade refrigerant piping and appurtenances. The below grade piping shall be capped and abandoned in place. New DX coils and condensing units shall be furnished and installed. New refrigerant piping will be routed above grade. The new condensing units shall be furnished with their own on-board manufacturer-provided controls that shall be tied into the existing BMS. The existing controls sequence shall remain as is.

1. Executive Summary

COMPANY AT-A-GLANCE

- Established 1960
- Over 1,700 employees
- 23 offices
- 55+ Professional Engineers
- 80+ LEED Accredited Professionals

MCKINSTRY EXPERIENCE

$20 million	Customer utility savings guaranteed
$100 million	Grants & rebates secured for clients
636 million	Kilowatt hours saved
453 thousand	Metric tons of CO_2 saved
91 million	Gas Therms saved

CO_2 emission reductions resulting from McKinstry projects have environmental impacts equal to:

3,167 acres	Forest acres saved from destruction
51.5 million	Gallons of gas not used
83+ thousand	Cars taken off the road
40+ thousand	Homes taken off the power grid

1.4 Summary of Benefits

FINANCIAL BENEFITS

Section 4 of this document provides a detailed look at the project financials. The guaranteed maximum project allowable cost is $2,529,722. Including sales tax and prior to any utility incentives, the final project cost is $2,753,237. The annual energy savings are $2,750.

ENVIRONMENTAL BENEFITS

By taking the necessary steps to reduce energy consumption through the implementation of the various facility improvement measures detailed in this report, City of Spokane WWTP will attain the savings outlined in the outcome snapshot on the left. This is equivalent to:

- 4 average-sized homes being removed from the power grid; or
- 5,589 light bulbs (13.5 Watt LED) not energized; or
- 136,418 miles not driven by an average size vehicle.

1.5 McKinstry Differentiators

COMPANY OVERVIEW

McKinstry has over 50 years of experience assessing and improving facilities in the Pacific Northwest. With more than 1,500 successful energy and facility improvement projects completed in the past 15 years, McKinstry has the expertise to offer comprehensive solutions to City of Spokane WWTP. McKinstry is more than just another energy services company, we believe in serving as your trusted advisor "*For the Life of Your Building.*"

MCKINSTRY APPROACH ADVANTAGES

- Vendor- and product-neutral for truly consultative role
- Transparent pricing
- Total cost of ownership consideration
- No "shared savings" model

2. Scope of Work

2.1 Facility Improvement Measure (FIM) List

For full descriptions of the scope of work of each measure, please refer to Section 2 - Detailed Scope of Work.

FIM # 2.01- WWTP – Chill Water Upgrade

FIM # 1.01- WWTP – Blower Building

2.2 McKinstry Services

McKinstry will include the following services related to this project:

1. *Energy Audit:*
   The energy audit is complete and formed the basis for this proposal.
2. *Design Services:*
   McKinstry will provide a detailed engineering design as needed to obtain permitting, Owner review, and approval of the proposed systems. In addition, McKinstry will also provide construction support services, start-up, testing, as-built drawings of systems installed, and provide operations and maintenance manuals.
3. *Construction:*
   Provide, or cause to be provided, all material, labor, and equipment, including paying for permits, fees, bonds, and insurance, required for the complete and working installation of McKinstry's equipment.
   a. McKinstry will provide a site superintendent who will be responsible for the onsite supervision and coordination of trades and subcontractors. This individual's responsibilities will also include regular work observations, quality control, site security, enforcement of the site-specific safety plan, as well as coordinating any impact upon building tenants with the Owner.
   b. McKinstry may perform portions of the construction work or may subcontract portions to qualified firms. In either case, McKinstry will share information regarding actual costs of the work with the Owner.
4. *Construction Management:*
   McKinstry will provide a dedicated construction manager who will provide contract administration services for the project. The owner is expected to coordinate day-to-day communications with tenants and any scheduling of tenant relocations in and around occupied areas.
5. *Operation Training:*
   McKinstry will provide relevant training of building staff during construction as agreed to by the Owner.
6. *Performance Maintenance:*
   McKinstry will provide ongoing monitoring and support services to help ensure that guaranteed savings are achieved throughout the term of the agreement. Ongoing services shall be under separate agreement. Ongoing services shall be at the discretion of the Owner to terminate. Specific tasks associated with proposed ongoing Measurement and Verification (M&V) can be found in Table 3.2 - M&V Plan Outline.
   For this project, McKinstry has recommended an initial M&V term of 1 year to the Owner. The reason is that the efficiency of the proposed scope is not expected to change after the first year of performance has been verified.
7. *Equipment Maintenance:*
   McKinstry will provide no equipment maintenance or repairs after the warranty period. Following the completion of the installation and Owner acceptance of the equipment, the Owner shall provide all

necessary service, repairs, and adjustments to the equipment so that the equipment will perform in the manner and to the extent set forth in the Proposal. McKinstry shall have no obligation to service or maintain the equipment after the warranty period.

8. *Warranty:*

   McKinstry will warrant equipment for one year following Notice of Commencement of Energy Savings. Specific information regarding equipment warranty will be passed on to owner.

2.3 Extent of Subcontracting

McKinstry may subcontract the energy audit, design, construction management, start-up, and training portions of this Contract to qualified firms upon review and approval by owner. Construction subcontracts will be awarded as shown in section 4 of this Energy Services Proposal

2.4 Project Schedule

The proposed design and construction duration is 180 calendar days between Notice to Proceed and Substantial Completion. McKinstry will develop a detailed schedule outlining all the various design, pre-construction, construction, and closeout tasks associated with the project and that interfaces with other construction work not under this proposal.

Scope of Work

Spokane Wastewater Treatment Plant

Detailed Scope of Work (GMAX)

FIM # 03.01-WWTP | BLOWER ROOM COOLING UPGRADES

GENERAL PURPOSE

The DX coils and condensing units serving the (3) Air Handlers in the Blower Room are beyond their useful life and due for replacement. The existing units are connected to the BMS and operate in a lead-lag arrangement. See existing controls sequence included in mechanical sketches. The existing controls sequence shall remain as is.

McKinstry proposes to demolish and replace the DX coils, condensing units and associated above grade refrigerant piping and appurtenances. The below grade piping shall be capped and abandoned in place. New DX coils and condensing units shall be furnished and installed. New refrigerant piping will be routed above grade. The new condensing units shall be furnished with the own on-board manufacturer-provided controls that shall be tied into the existing BMS. The existing controls sequence shall remain as is.

BASIS OF DESIGN NOTES

1. Pricing shall reflect a summer 2025 project.
2. This scope of work and referenced floor plan is provided with the intent to provide Guaranteed Maximum (GMAX) pricing only. This is not to be used for construction.
3. For the purposes of pricing, no equipment substitutions shall be allowed unless explicitly approved by McKinstry engineering.
4. Controls scope of work includes integrating the new coils and condensing units into the existing controls system for full operation of the (3) existing air handlers.

SCOPE OF WORK

A. Mechanical
   1. Demolish and replace the following equipment:
      i. (3) DX Coils
      ii. (3) condensing units
      iii. Demolish all above grade refrigerant piping routed from the condensing units to the DX coils. Drain, cap and abandon all underground refrigerant piping. Refrigerant shall be collected and disposed of per code requirements.
      iv. Equipment to be provided is listed in attached mechanical sketches.
   2. Provide new above grade refrigerant piping. See sketches for routing and sizing.
   3. Provide insulation on all new refrigerant piping. Provide jacketing for all exterior piping and any piping subject to potential damage.
   4. Provide new condensate pan sized for new cooling coil. Disconnect and re-connect condensate drain to new pan.
   5. Provide new louvers and dampers in new wall penetrations 13’ AFF on north side of building as shown in mechanical sketches. Louvers to be Greenheck ESD-635 72”x60” or similar with a minimum of 18’ of free area. Dampers to be Greenheck VCD-23.
   6. Provide factory start-up services, commissioning support, TAB support and owner training for all maintainable/operable devices (per drawings and manufacturer’s guidelines).
   7. Reference the attached mechanical floor plans for additional information.

B. Controls
   1. Existing controller, sensors, and components to remain.

GMAX

2. Disconnect/Reconnect (3) condensing unit enable.
3. Disconnect (9) current sensors (by phase).
4. Provide necessary low voltage control wiring, conduit, sensors, and transformers as necessary to operate new condensing units and coils as well as the (2) new dampers. Provide all control end devices (temperature sensors, pressure switches, current switches, control valves, etc.). Below is a list of equipment to be controlled and end devices required. Verify that the following control points are able to be accommodated and provide new controllers as necessary.
    i. (3) Blower Room Condensing Units
        1. Condensing Unit enable (DO)
        2. Condensing Unit scroll compressor status (x3 per unit) (AI)
        3. Condensing Unit scroll compressor alarm (x3 per unit) (DI)
    ii. (2) Relief Dampers
        1. Damper position (AO) – provide new damper actuators (x1 per damper).
5. Provide programming to achieve McKinstry design intent.
6. Assist commissioning with functional performance testing.

C. Electrical
1. Contractor shall be responsible for equipment, materials, accessories, and other associated requirements called for in the following scope, and as indicated in the above supporting documents.
2. General circuiting requirements
    i. Contractor shall survey existing facility drawings and power distribution system to determine available space and capacity to support this scope of work. If existing space or capacity is insufficient to meet the requirements of the scope, Contractor shall immediately notify McKinstry.
    ii. For power circuits indicated as being removed, Contractor shall remove conduit and conductors back to the associated panel, and shall remove associated starters, disconnects, and other devices.
    iii. For new power circuits, Contractor shall furnish and install overcurrent protection, conduit conductors, starter, disconnect, and related accessories.
    iv. Where power circuits indicated as being removed meet the requirements for new power circuits, existing components may be reused where in compliance with current NEC standards.
    v. Unless otherwise specified, similar loads may be combined on a common circuit as permitted by current NEC standards.
3. Electrical panels and disconnects serving mechanical equipment shall comply with the service clearance requirements of the NEC. Provide remote mounted panels and disconnects where required by the NEC.
4. General Scope:
    i. Electrical scope associated with the replacement of (3) condensing units.
    ii. Provide GFCI Receptacle at new condensing units, with ¾"C, 3#12,#12G to nearest 208/120V panelboard and 20A/1P circuit breaker.
5. 30-Day Metering: Please refer to General Note B of each school MEP scope table for more information.
6. Electrical scope of work: Please refer to electrical sketches for more information.

D. Commissioning
1. McKinstry Commissioning (Cx) engineering shall fully commission the existing and proposed control system and all associated mechanical equipment, including point-to-point verification and functional testing of all logic identified in the existing controls sequence. – See mechanical sketches for details.
2. Commissioning shall be performed in accordance with the 2021 Washington State Energy Code.

E. Testing, Adjusting, and Balancing (TAB)
1. Provide airside balancing for the following equipment:
    i. (3) air handlers – total supply airflow

<u>CLARIFICATIONS AND EXCLUSIONS</u>

1. Per federal and state law, projects that include renovation or demolition must have an asbestos survey provided by the owner regardless of when the building was built. The survey only needs to cover the area that will be disturbed. If the building owner can provide proof that the building was constructed with asbestos free materials, then no survey is needed.
    A. For the safety of our people and avoidance of potential long-term liability, McKinstry no longer executes subcontracts for survey and/or abatement of asbestos and lead paint. Abatement of asbestos and lead paint shall be the responsibility of the building owner who should contract directly with qualified abatement specialists.
2. If existing equipment or components are reused, repairs to existing are not included unless specifically noted in the scope above or required to deliver the guaranteed energy/water savings and/or meet KPIs listed in Table 3.2.

Scope of Work

3. If this scope is not contracted within 90 days of the proposal date, we may need to adjust pricing to reflect market escalation of labor, materials, and equipment.

GMAX

Scope of Work

Spokane Wastewater Treatment Plant

Detailed Scope of Work (GMAX)

FIM # 02.01- WWTP | CHILLED WATER UPGRADES

GMAX

GENERAL PURPOSE

The chilled water system serving the Wastewater Treatment Plant Administration Building is beyond its useful life and due for replacement.

McKinstry proposes to demolish and replace the fluid cooler, associated pumps, expansion tanks, air separator, and glycol feed pump as well as all associated appurtenances. VFDs shall be added to the pumps. A buffer tank shall be added to reduce chiller cycling.

BASIS OF DESIGN NOTES

1. Pricing shall reflect a summer 2024 project.
2. This scope of work and referenced floor plan is provided with the intent to provide Guaranteed Maximum (GMAX) pricing only. This is not to be used for construction.
3. For the purposes of pricing, no equipment substitutions shall be allowed unless explicitly approved by McKinstry engineering.
4. Controls scope of work includes integrating the new chiller plant controls into the existing controls system.
5. New pumps sized to match existing. Verified connected load to confirm sizing. No load calculations were completed for this scope of work.

SCOPE OF WORK

A. Mechanical
   1. Demolish and replace the following equipment:
      i. (1) fluid cooler
      ii. (2) chilled water pumps
      iii. (2) condenser water pumps
      iv. (2) air/dirt separator
      v. (2) expansion tanks
      vi. (2) chemical feed system
      vii. (1) glycol mix tank and feed system (replace existing manual pump that serves single system with an automatic dual system that serves both the chilled water and condenser water loops)
      viii. Selective demolition of supply and return condenser water piping and supply and return chilled water piping, to accommodate new equipment connection points.
      ix. Equipment to be provided is listed in attached mechanical sketches.
   2. Provide (1) thermowell in chilled water supply, (1) thermowell in chilled water return, (1) thermowell in condenser water supply and (1) thermowell in condenser water return for controls contractor.
   3. Provide chilled water supply and return and condenser water supply and return piping and transitions as necessary to connect new equipment to existing pipe as shown in mechanical sketches.
   4. Provide new appurtenances for equipment to be replaced as shown in mechanical details, up to nearest isolation valves.
   5. Provide insulation on all new chilled water and condenser water piping. Existing piping to remain does not require insulation beyond what already exists.
   6. Provide factory start-up services, commissioning support, TAB support and owner training for all maintainable/operable devices (per drawings and manufacturer's guidelines).

7. Provide system flush. Refill with 30% propylene glycol.
8. Reference the attached mechanical floor plans for additional information.

B. Controls
1. Furnish (4) VFDs to electrical for install as follows. Basis of design shall be ABB ACH-580 with integral disconnects and no bypasses.
    i. PB-CWP-1: 10 HP
    ii. PB-CWP-2: 10 HP
    iii. PB-CDP-1: 15 HP
    iv. PB-CDP-2: 15 HP
2. Provide necessary low voltage control wiring, conduit, sensors, and transformers as necessary to integrate new chiller, fluid cooler and pumps into existing control system. Provide all control end devices (temperature sensors, pressure switches, current switches, control valves, etc.). Below is a list of equipment to be controlled and end devices required. Verify that the following control points are able to be accommodated and provide new controllers or expansion modules as necessary.
    i. (1) Chilled Water Plant
        1. Chilled Water System Enable (DO) – hardwire to chiller
        2. Supply Water Temperature Setpoint (AO) – hardwire to chiller
        3. Chiller Alarm (DI) – hardwired to chiller
        4. Chilled Water Pump Start/Stop (DO) – qty 2, through VFD
        5. Chilled Water Pump Speed Command (AO) – qty 2, through VFD
        6. Chilled Water Pump Amp Feedback (AI) – qty 2, through VFD
        7. Chiller Water Pump VFD Fault Alarm (DI) – qty 2
        8. Condenser Water Pump Start/Stop (DO) – qty 2, through VFD
        9. Condenser Water Pump Speed Command (AO) – qty 2, through VFD
        10. Condenser Water Pump Amp Feedback (AI) – qty 2, provide current transmitter
        11. Condenser Water Pump VFD Fault Alarm (DI) – qty 2
        12. Chilled Water Supply Temperature (AI) – provide new temperature element
        13. Chilled Water Return Temperature (AI) – provide new temperature element
        14. Condenser Water Supply Temperature (AI) – provide new temperature element
        15. Condenser Water Return Temperature (AI) – provide new temperature element
        16. Chilled Water Loop Differential Pressure (AI) – provide pressure differential transmitter
        17. Fluid Cooler Fan Enable (DO)
        18. Fluid Cooler Fan Speed (AO) – through VFD
        19. Fluid Cooler Fan Amp Feedback (AI) – through VFD
            Fluid Cooler Basin Pump Enable (DO)
        20. Fluid Cooler Basin Pump Status (DI) – provide current switch
        21. Provide BACnet connection to chiller and fluid cooler controller for additional monitoring points.
        22. For GMAX pricing purposes, size controller to accommodate an additional (1) DO, DI, AO, and AI.
3. Provide programming to achieve McKinstry design intent.
4. Assist commissioning with functional performance testing.

C. Electrical
1. Contractor shall be responsible for equipment, materials, accessories, and other associated requirements called for in the following scope, and as indicated in the above supporting documents.
2. General circuiting requirements
    i. Contractor shall survey existing facility drawings and power distribution system to determine available space and capacity to support this scope of work. If existing space or capacity is insufficient to meet the requirements of the scope, Contractor shall immediately notify McKinstry.
    ii. For power circuits indicated as being removed, Contractor shall remove conduit and conductors back to the associated panel, and shall remove associated starters, disconnects, and other devices.
    iii. For new power circuits, Contractor shall furnish and install overcurrent protection, conduit conductors, starter, disconnect, and related accessories.
    iv. Where power circuits indicated as being removed meet the requirements for new power circuits, existing components may be reused where in compliance with current NEC standards.
    v. Unless otherwise specified, similar loads may be combined on a common circuit as permitted by current NEC standards.
3. Electrical panels and disconnects serving mechanical equipment shall comply with the service clearance

requirements of the NEC. Provide remote mounted panels and disconnects where required by the NEC.

4. General Scope: Electrical scope associated with the replacement of (1) fluid cooler and (4) pumps.
    i. Verify new VFD for Fluid Cooler PB-FC-1 is installed on roof with new unit, or if replacement bucket in MCC with integral VFD can be provided.
    ii. If existing MCC bucket can be replaced with VFD for new Fluid Cooler PB-FC-1, provide 60A/3P, NEMA3R, Non-Fused disconnect at unit.
5. 30-Day Metering: Please refer to General Note B of each school MEP scope table for more information.
6. Electrical scope of work: Please refer to electrical sketches for more information.

D. Commissioning
1. McKinstry Commissioning (Cx) engineering shall fully commission the proposed control system and all associated mechanical equipment.
2. Commissioning shall be performed in accordance with the 2021 Washington State Energy Code.

E. Testing, Adjusting, and Balancing (TAB)
1. Provide waterside balancing for the following equipment:
    i. (1) fluid cooler
    ii. (2) chilled water pumps – variable flow, set loop differential setpoint.
    iii. (2) condenser water pumps – constant flow
    iv. (7) Air Handlers, including the following:
        1. PB-ASU-1
        2. PB-S-5
        3. PB-BCU-1
        4. AD-S-3
        5. AD-S-1
        6. AD-S-2
        7. AHU-1
2. Pumps shall be balanced through VFDs.
3. Set fill pressure for (2) expansion tanks.

<u>CLARIFICATIONS AND EXCLUSIONS</u>

1. Per federal and state law, projects that include renovation or demolition must have an asbestos survey provided by the owner regardless of when the building was built. The survey only needs to cover the area that will be disturbed. If the building owner can provide proof that the building was constructed with asbestos free materials, then no survey is needed.
    A. For the safety of our people and avoidance of potential long-term liability, McKinstry no longer executes subcontracts for survey and/or abatement of asbestos and lead paint. Abatement of asbestos and lead paint shall be the responsibility of the building owner who should contract directly with qualified abatement specialists.
2. If existing equipment or components are reused, repairs to existing are not included unless specifically noted in the scope above or required to deliver the guaranteed energy/water savings and/or meet KPIs listed in Table 3.2.
3. If this scope is not contracted within 90 days of the proposal date, we may need to adjust pricing to reflect market escalation of labor, materials, and equipment.

GMAX

3. Energy Savings Guarantee

3.1 Guarantee Overview

1. *Philosophy*:
   McKinstry is prepared to guarantee any portion of a project over which it has direct control. Where McKinstry does not have direct control (such as operating hours associated with lighting), we are prepared to work with the Owner to devise a method of Measurement and Verification (M&V), which will provide the highest degree of assurance that the energy savings are achieved.
2. *This Project*:
   For this project, McKinstry guarantees the performance of the installed initiatives to reduce energy consumption. The target energy reductions for the initiatives that will be implemented are shown in the attached Table 3.1 Energy Savings Summary. Based upon the stipulated conditions as enumerated by the Owner and the utility rates as described below, the utility cost savings calculations are also shown in Table 3.1.
3. *Ongoing Services:*
   Refer to Table 4.1 for the cost and duration of ongoing M&V. The cost of ongoing M&V beyond the duration listed in Table 4.1 is at the discretion of the Owner. McKinstry is prepared to continue the guarantee as long as the Owner continues the ongoing services as described herein. When the Owner chooses to cancel the ongoing services, the guarantee will also be terminated at the same point in time. Please refer to Table 3.2 M&V Plan Outline for a summary of the proposed measurement and verification scope.

3.2 FIM Specific Performance Assurance Methodology

1. *Guarantees:*
   Table 3.1 Energy Savings Summary provides the specific energy consumption savings for each Facility Improvement Measure (FIM) and the guarantee that McKinstry will provide associated with that measure. Savings calculations are based upon both baseline operating characteristics and proposed operation criteria:
   a. *Baseline:* Baseline refers to the existing operating characteristics that were used to calculate energy savings. The baseline values, including system performance and operational conditions, which were used for this project are provided in Table 3.2. In general, all parties acknowledge the baseline associated with any specific measure has been derived from the following sources:
      i. Actual operating information gathered through field observation, measurement, micro-data loggers, and Owner's operating logbooks.
      ii. Owner provided information concerning stipulated factors such as burn hours, occupancy, or operational expenditures.
      iii. In some instances, a modified baseline may have been developed to address areas whereby pre-retrofit conditions do not reflect a system that is operating per current code or what the Owner may deem as normal operation. The actual impact to energy usage will be identified along with the "avoided costs" associated with the modified baseline.
   b. *Proposed:* The proposed operating values, including system performance and operational conditions, which were used for savings calculations are provided in Table 3.2. Systems must be operated per the proposed criteria to ensure energy savings are realized. McKinstry will provide the initial start-up, commissioning, and programming of the system to ensure the systems operate per the proposed operating criteria. The Owner acknowledges their responsibility to ensure these criteria are maintained and associated energy savings are realized. Energy Savings

3. Energy Savings Guarantee

Guarantees are predicated based on the Owner maintaining their responsibilities as provided below in “Ongoing Owner Responsibilities” in Section 3.5.

3.3 Utility Rates

1. *Utility Rate:*
   For the purpose of calculating energy cost savings, the utility rates used will be the utility rates as paid by the Owner to the utility company at the time the Energy Services Proposal was developed. In the event that a building has multiple meters on different rate schedules, the per-unit cost of the utility will be the average of all the rate schedules in effect at that facility.
   a. *Base Utility Rate:*
      Refer to table 3.3 for the Base Utility Rates (including sales tax).

3.4 Standards Of Comfort Service

Where applicable, the following section provides the standards of comfort, which the Owner must maintain to ensure the comfort of the occupants and staff, and upon which all energy calculations were based.

HVAC COMFORT

Heating, ventilating, and air conditioning (HVAC) systems provided by McKinstry will provide comfort and indoor air quality in accordance with the Standards of Comfort below. This standard will pertain only to buildings and areas of buildings in which McKinstry is installing HVAC equipment that has direct control over space comfort conditions. HVAC comfort conditions cannot be guaranteed when operable windows or doors are open.

INDOOR CONDITIONS

Occupied:

Winter Heating Minimum Set-point – 70 degrees F (Superseded by DOH Regs)

Winter Heating Maximum Set-point – 74 degrees F (Superseded by DOH Regs)

Summer Cooling Minimum Set-point – 72 degrees F (where mechanical cooling systems are employed)

Summer Cooling Maximum Set-point – 78 degrees F (where mechanical cooling systems are employed)

Unoccupied:

Minimum – 55 degrees F

Maximum – 85 degrees F (where mechanical cooling systems are employed)

Relative Humidity (If humidity control provided):

Minimum - 40%

Maximum - 60%

Minimum outside air per occupant:

Minimum outside air per occupant shall be in accordance with American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) standards and Chapter 4 of the International Mechanical Code.

Less stringent conditions will not be proposed unless specifically approved by the Owner (if applicable).

3. Energy Savings Guarantee

3.5 Ongoing Owner Responsibilities

The Owner shall provide the following services as part of this energy services project. In the event that these services are not provided, energy savings and associated guarantees will be modified to reflect the associated impact.

1. Maintain all equipment per manufacturer's recommendations and proposed maintenance schedule.
2. Maintain all sequence of operations and performance criteria related to installed systems as proposed and designed.
3. Provide other FIM specific ongoing responsibilities as provided in Table 3.2.
4. Provide McKinstry with copies of actual monthly utility billing information on a quarterly basis for the duration of the M&V service period. This includes electric, natural gas, and fuel oil. The associated facilities where utility information shall be provided include all meters providing direct or indirect service to all buildings included in this project.
5. Provide McKinstry all internal sub-meter data, including electric and condensate meters, providing direct or indirect service to all buildings included in this project.
6. Provide McKinstry access to Energy Management and Control Systems for the purpose of collecting and logging data over time as required for performance verification.
7. The Owner shall notify McKinstry in writing concerning any changes or alterations to the building that will affect energy usage. This notification should be provided within two weeks of the change. This includes occupancy or use changes, computer load or other load changes, scheduling changes, and sequence of operations changes.

3.6 Non-Performance

In the event the equipment performance is not met, McKinstry accepts responsibility for additional energy consumption, due to reduced performance. McKinstry may, at its option, execute any of the following options:

1. Repair or replace equipment as necessary to meet required performance.
2. Make payments for the extra energy consumption to the Owner. In the event that McKinstry chooses the payment option, McKinstry reserves the right to select either an annual payment for the duration of the guarantee term or a one-time lump-sum payment of the same amount. In either case, the payment will be calculated based upon the quantity of additional electricity or natural gas used and the Base Utility Rate as described above.

3.7 Change Of Use

In the event that the Owner chooses to make changes to the facility that require set point adjustments, longer operating hours, or continuous equipment operation, the Owner agrees that:

1. Savings deemed as met described above will continue to be deemed as met.
2. Additional cost of extended equipment operation is a cost of the change, not due to a failure of McKinstry or their equipment.
3. McKinstry shall not be responsible for any increase in energy, maintenance, or any other costs incurred because of the extended equipment operation.
4. During the M&V portion of the project McKinstry at its option may make a baseline energy use adjustment to identify and account for a change-of-use at the facility.

3. Energy Savings Guarantee

5. McKinstry will calculate the change in energy consumption due to the specific change made to the system's operation.

Table 3.1 - Energy Savings Summary

Project	City of Spokane WWTP
Scenario	Spokane WWTP HVAC Improvements
Date	3/20/2025

					Electricity		Total
Facility Improvement Measures	Facility	Guarantee Multiplier for Positive Numbers *	Guarantee Multiplier for Negative Numbers	Net Effective Multiplier	kWh	kWh ($)	($)
03.01-WWTP | Blower Room Cooling Upgrades	Blower Building	90.0%	110.0%	90.0%	1,998	$104	$104
02.01-WWTP | Chilled Water Upgrades	General Offices	90.0%	110.0%	90.0%	50,791	$2,646	$2,646
				Totals	**52,789**	**$2,750**	**$2,750**

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Table 3.2 - M&V Plan Outline

Project	City of Spokane WWTP
Scenario	Spokane WWTP HVAC Improvements
Date	3/20/2025

							Audit Stage (Baselining)	Annual		
FIM Name	Facility	IPMVP Option	KPI	Key Performance Indicators	Baseline Values	Proposed Values	Tasks	Tasks	Ongoing Owner Responsibilities	Stipulated Factors
03.01-WWTP | Blower Room Cooling Upgrades	Blower Building	A	1.	Condensing Unit Efficiency	1.23 kW/ton of cooling	1.06 kW/ton of cooling	Review existing mechanical drawings and schedules	Review As-Built drawings to verify rated efficiency of installed equipment	Maintain equipment per McKinstry's and manufacturer's recommendations	-TMY3 Weather Data and 60°F Balance Point -Building Cooling Loads -CU Efficiency based on listed nominal cooling tonnage and nominal CU power in kW -CU Baseline Eff. -VFD Fan and Pump min turndown -Building cooling lockout temps -Baseline Fan and Pump Control type -CT Fan, CW pump, and CD pump Baseline and proposed efficiencies -VFD exponent of 2.5
02.01-WWTP | Chilled Water Upgrades	General Offices	A	1.	Chilled Water/Condenser Water Loop Pump Control Type	CV Pumps	VFD Pumps (VFDs on Condenser Water Pumps used for balancing only, Chilled Water Pumps will be variable flow)	Review existing mechanical drawings and schedules	Review As-Built documents to verify installed pump control type. Review Cx/TAB documentation to verify VFD control for Chilled Water Pumps functions as intended	Maintain equipment per McKinstry's and manufacturer's recommendations	
			2.	Cooling Tower Fan Control Type	2-Speed Fan	VFD Fan	Review existing mechanical drawings and schedules	Review As-Built documents to verify installed fan control type. Review Cx/TAB documentation to verify VFD control for Cooling Tower Fans functions as intended	Maintain equipment per McKinstry's and manufacturer's recommendations	

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Table 3.3 - Base Utility Rates

Project	City of Spokane WWTP
Scenario	Spokane WWTP HVAC Improvements
Date	3/20/2025

Building_Name	Utility_Provider	Rate_Name	Utility_Type	Dollars_Per_Unit	Units	Published_Date_Effective
Blower Building	Avista Utilities	W025-E	Electricity	$0.052100	kWh	1/1/2025
General Offices	Avista Utilities	W025-E	Electricity	$0.052100	kWh	1/1/2025

4. Project Financials

4.1 Maximum Project Allowable Cost

McKinstry guarantees that the Maximum Project Cost will not exceed the guaranteed value shown in Table 4.1 – Budget Summary; this cost does not include sales tax or the utility incentive. The sales tax is shown in Table 4.1 for reference, and the utility incentive is shown in Table 4.2 for reference. (McKinstry does not guarantee the value of sales tax or the utility incentive.)

If notice to proceed is not issued within 60 days, McKinstry reserves the right to re-evaluate the project and make necessary modifications to the construction costs.

4.2 Project Cost Table

See Table 4.1 – Budget Summary. All fee percentages and costs are unique to the project.

4.3 Items Included in Maximum Project Cost

1. Engineering audit, which includes the cost for the initial design and preparation of this proposal.
2. Engineering design
3. Construction management services
4. Installation of McKinstry Equipment including the following costs as specified in the scope of work:
    a. All costs paid by McKinstry for the installation of the equipment. This includes costs paid to subcontractors or directly to McKinstry personnel, when related to installation or system verification of McKinstry equipment.
    b. The portion of reasonable travel, lodging, and meal expenses of officers or employees incurred while traveling in discharge of duties connected with the work. McKinstry will comply with OFM guidelines for reimbursement of travel expenses.
    c. Cost of all materials, supplies, and equipment incorporated in the Work, including costs of transportation thereof.
    d. Cost or rental charges, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers, which are consumed in the performance of the work.
    e. Cost of premiums for all bonds and insurance, which McKinstry is required to purchase and maintain.
    f. Sales, use, or similar taxes related to the Work and for which McKinstry is liable imposed by a governmental authority.
    g. Permit fees, royalties, and deposits lost for causes other than McKinstry's negligence.
    h. Losses and expenses not compensated by insurance or otherwise, sustained by McKinstry in connection with the work.
    i. Demolition cost and cost of removal of all debris unless specifically excluded within the Scope of Work.
    j. Costs incurred due to an emergency affecting the safety of persons and property.
    k. Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.
    l. Contingency as defined in Section 4.4.

m. Allowances as defined in Section 4.5.

n. Cost of equipment startup, training, system verification, and balancing performed by McKinstry.

o. Construction Bonds (including Performance & Payment Bond), Liability Insurance, and Builder's Risk Insurance.

p. McKinstry fee. This includes McKinstry's remuneration for compensation of personnel, expenses, risks related to the project, overhead, and profit.

q. McKinstry shall provide a Schedule of Values. The schedule of values will include all costs related to the installation of McKinstry's equipment. 4.4 Construction Contingency

4.4 Construction Contingency

A construction contingency as identified in Table 4.1 – "Budget Summary" has been established for this project. McKinstry can expend the contingency after a change order has been approved by the Owner, for items necessary to complete the original scope of this project. The intent of the contingency is for "unforeseen conditions" beyond what was originally estimated. McKinstry and the Owner will jointly manage any contingency left after the project scope is completed. All unused construction contingency funds shall reduce the overall project cost to the Owner.

4.5 Allowances

McKinstry may set aside allowances as identified in Table 4.1 - "Budget Summary" for specific areas of work that have been identified as a potential cost impact but cannot be determined at this stage. Should the allowance not be adequate, the Owner will be advised. McKinstry will be compensated for any additional costs via Change Order to the contract should the Owner agree. In extreme situations, McKinstry may request additional funds to cover cost overruns that could not have been foreseen by either party. Allowances are to be agreed upon by the Owner.

4.6 Ongoing Services

Refer to Table 4.1 for the cost and duration of any ongoing services.

4.7 Accounting Records

McKinstry shall check all material, equipment, and labor entering into the worksite and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The Owner shall be afforded access to all McKinstry's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Contract, and the McKinstry shall preserve all such records for a period of seven years, or for such longer period as may be required by law, after the final payment.

4.8 Reconciliation of Labor & Material Costs

The maximum project allowable cost is based on firm negotiated bids or estimated labor and material costs developed by McKinstry. In recognition that actual Labor & Material costs may vary from the estimate, the following procedures are established to reconcile this difference:

1. If the total maximum guaranteed project cost at completion exceeds the estimated amount (plus contingency), the additional costs will be borne by McKinstry at their expense.

2. If the total project costs at completion are less than the estimated proposal amount (less contingency), the savings will be retained by the Owner.
3. There shall be no cost savings split between the Owner and McKinstry.

The following Figure 4.A outlines proposed procurement and payment reconciliation methods. Changing the proposed method of reconciliation after the acceptance of the Proposal may require an adjustment to the Guaranteed Maximum Project Cost.

DEFINITIONS:

Major Equipment:

Major Equipment is any single piece of equipment purchased by McKinstry with a value over $5,000.

Negotiated:

Construction contract value is to be established through negotiations with a select or single contractor (i.e. owner preferred controls contractor, mechanical contractor, etc.).

Bid:

Construction contract value is to be established through a bid process based upon formal bid documents including plans and specifications which will be bid to a minimum of two (typically three) pre-qualified contractors as approved by McKinstry and the Owner.

Self-Perform:

McKinstry intends to perform work with McKinstry personnel.

Schedule of Values (SOV):

Cost shall be substantiated with a properly executed invoice from the subcontractor or supplier that matches the schedule of values in their contract or purchase order.

Time & Materials (T&M):

Published sell rates will be established prior to issuance of contract to subcontractor or commencement of work by McKinstry. A monthly labor and material report will be provided which will include labor hours and dollars per individual, and material and equipment invoices.

Firm:

Fees that are negotiated prior to proposal and are not reconciled at the end of the project.

Figure 4.A

CONSTRUCTION COST CATEGORY (REF TABLE 4.1)	PROPOSED CONSTRUCTION METHOD	END OF PROJECT – RECONCILED
Controls Systems	Negotiated Subcontract Sole Source	SOV
Major Equipment	Negotiated	SOV
Sheet Metal	Negotiated	SOV
Electrical	Negotiated	SOV
General/Other	Self-Perform	T&M
TAB/Start up	Negotiated	T&M
Commissioning	Self-Perform	T&M

4. Project Financials

Change Order (CO)	As Specified in CO	T&M
Fees	Self-Perform	Firm

4.9 Compensation

1. **TERMS**:
   Net 30 days (45 days for State Treasurer payments) from the date of invoice, monthly billings as the job progresses.
2. **PAYMENTS**:
   At a minimum, payments will be made in the amount of 100% at the completion and implementation of any individual facility improvement measure (FIM) in the amount of that FIM as delineated in the contract. If more than one FIM is completed in a monthly period, all those FIMS will be paid.
3. **FINANCE CHARGES ON UNPAID BALANCES**:
   Payments due and unpaid shall be subject to interest charges within 30 days (45 days for State Treasurer payments) of receipt of a properly completed invoice per RCW 39.76. Finance charges will be calculated on the un-paid balance per RCW 39.76 which specifies the interest rate shall be one percent per month but not less than one dollar per month on amounts due beyond 30 days. Interest charges will be calculated daily, compounded monthly. Charges accrue until balances are paid in full.

4.10 Financing

McKinstry enjoys over 55 years of experience within the engineering and contracting industry and its financial strength exceeds the industry average. This strength makes it possible to provide and assist with the financing needs of its customers. Long standing relationships with vendors assures reasonable pricing and excellent payment terms.

LONG-TERM FINANCING:

The Owner has several options available for long term permanent financing. The Washington State Treasurer's Office can provide financing. Third Party financing is also available

4.11 Termination Value

Should the owner choose to finance the project through McKinstry, a schedule will be provided showing the termination value of the financing agreement for each year during the term of the agreement.

4.12 Terms of Agreement

The Contract shall be effective and binding upon the parties immediately upon its execution and the period from contract execution until the Commencement of Energy Savings Date shall be known as the "Interim Period". All energy savings achieved during the interim period will be fully credited to the Owner.

4.13 Insurance & Bonding

McKinstry shall provide a payment and performance bond and builders Risk Insurance.

For the purposes of this agreement, the "Sum Amount of Bond" shall be (See Table 4.1 –"Budget Summary").

1. The bond amount consists of Labor and Materials and State Sales Tax.
2. This bond does not include any construction contingencies.

4. Project Financials

3. Certificates of General Liability Insurance will be provided prior to Contract Signing. The State of Washington shall be named as An Additional Insured on all insurance certificates.

McKinstry shall provide a payment and performance bond in the amount of 100% of the construction cost. The amount shall include all authorized changes and state sales tax. The Bond shall be in the form attached to the Conditions of the Main Energy Services Agreement. The Contract listed on the bond form shall be the Addendum No. and Agreement No., which incorporates the work, and the “Contract Date” shall be the date of the Authorization. The full and just sum of the Bond shall be as defined above and shall include the actual cost of purchasing and installing McKinstry’s Equipment. The Bond shall specifically exclude coverage for those portions of the Energy Services Agreement and/or Energy Services Agreement Authorization pertaining to design services, energy cost savings guarantee, maintenance guarantee, utility incentives, efficiency guarantees, and any other clauses which do not relate specifically to construction management and supervision of work for purchasing and installing of McKinstry’s Equipment, or for work to be accomplished by the Owner. The Bond shall be with a Surety or Bonding Company that is registered with the State of Washington Insurance Commissioner's Office.

While McKinstry stands behind our safety record, we cannot control the work flow around items we have no control over. At no point does McKinstry assume any responsibility for the loss of use of any equipment and we exclude any and all claims for consequential damages therein.

Table 4.1 - Budget Summary

Project	City of Spokane WWTP
Scenario	Spokane WWTP HVAC Improvement
Date	4/4/2025

Database ID	FIM Name	Mechanical	Electrical	EMCS	Lighting	General	Equipment	Other	Total
53123	03.01-WWTP | Blower Room Cooling Upgrades	$ 630,000	$ 13,443	$ 84,989	$ -	$ -	$ -	$ 9,063	$ 737,495
54438	02.01-WWTP | Chilled Water Upgrades	$ 892,500	$ 24,402	$ 58,847	$ -	$ -	$ -	$ 12,140	$ 987,889
	Total Base FIM Cost	$ 1,522,500	$ 37,845	$ 143,836	$ -	$ -	$ -	$ 21,203	$ 1,725,384

A. Construction Costs										
	Commissioning	Lump	$ 32,900	$ 29,031	$ 722	$ 2,743	$ -	$ -	$ -	$ 404	$ 32,900
	TAB	Lump	$ 4,000	$ 3,530	$ 88	$ 333	$ -	$ -	$ -	$ 49	$ 4,000
	Site Supervision	Lump	$ 63,000	$ 55,592	$ 1,382	$ 5,252	$ -	$ -	$ -	$ 774	$ 63,000
	Subtotal(FIM Cost and A.)			*$ 1,610,653*	*$ 40,036*	*$ 152,164*	*$ -*	*$ -*	*$ -*	*$ 22,431*	*$ 1,825,284*
	Construction Bonds	%	1.30%	$ 20,938	$ 520	$ 1,978	$ -	$ -	$ -	$ 292	$ 23,729
									Total Construction Cost	$ 1,849,013

B. Professional Services Costs					
	Audit Fee	Lump	$ 48,646		$ 48,646
	Design Fee	%	8.00%	Percent of Sub-Total Base FIM Cost and A.	$ 146,023
	Construction Admin Fee	%	5.00%	Percent of Sub-Total Base FIM Cost and A.	$ 91,264
	Overhead	%	10.00%	Percent of Sub-Total Base FIM Cost and A.	$ 182,528
	Profit	%	8.00%	Percent of Sub-Total Base FIM Cost and A.	$ 146,023
				Total Professional Services Cost	$ 614,484

C. Other Project Costs					
	Project Contingency	%	2.50%	Percent of Total Construction Cost	$ 46,225
				Total Other Project Cost	$ 46,225

D. Measurement & Verification					
	Year 1	Lump	$ 20,000		$ 20,000
				Total Overhead Cost & Fee	$ 20,000

E. Total Guaranteed Construction & ESCO Services (A + B + C + D)	$ 2,529,722

F. Non-Guaranteed Costs					
	Sales Tax	%	9.00%	Percent of Section E. (Excluding Contigency)	$ 223,515
				Total Non-Guaranteed Cost	$ 223,515

G. Total Maximum Project Cost (E + F)	$ 2,753,237

Table 4.2 - Facility Improvement Measure (FIM) Summary

Project	City of Spokane WWTP
Scenario	Spokane WWTP HVAC Improvements
Date	April 4, 2025

Facility Improvement Measures	FIM Description	Facility	Budget *	Annual Utility Savings
03.01-WWTP | Blower Room Cooling Upgrades	McKinstry proposes to demolish and replace the DX coils, condensing units and associated above grade refrigerant piping and appurtenances. The below grade piping shall be capped and abandoned in place. New DX coils and condensing units shall be furnished and installed. New refrigerant piping will be routed above grade. The new condensing units shall be furnished with the own on-board manufacturer-provided controls that shall be tied into the existing BMS. The existing controls sequence shall remain as is.	Blower Building	$1,176,839	$104
02.01-WWTP | Chilled Water Upgrades	The chilled water system serving the Wastewater Treatment Plant Administration Building is beyond its useful life and due for replacement. McKinstry proposes to demolish and replace the fluid cooler, associated pumps, expansion tanks, air separator, and glycol feed pump as well as all associated appurtenances. VFDs shall be added to the pumps. A buffer tank shall be added to reduce chiller cycling.	General Offices	$1,576,398	$2,646
		Totals	**$2,753,237**	**$2,750**

* Since design cost, audit cost, etc. are distributed among the FIMs, the total project cost will not go up or down by exactly the amounts shown here if a FIM or FIMs are dropped.

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City of Spokane Waste Water Treatment Plant

03.01-WWTP Blower Room Cooling Upgrades

Energy Engineer: Ethan Durbano
Date: 3/20/2025
FIM: 03.01-WWTP Blower Room Cooling Upgrades
Weather Station: Spokane, WA 727850TY.xls

DX Cooling Begins	75 F
Baseline Cooling Capacity	440 MBH

	Baseline
Peak Cooling Load	704 MBH

	kw/ton	EER
Baseline CU Eff	1.23	9.74
Proposed CU Eff.	1.06	11.37

HVAC Schedule: Occupied 24/7

OSAT BIN Range	Bin Hrs	Cooling Load		Energy Usage	
				Baseline	Proposed
[F]	[Hours]	[%]	[Btu/Hr]	[kWh]	[kWh]
95 - 100	8	100%	704,000.00	578.08	495.15
90 - 95	41	78%	547,555.56	2,304.30	1,973.71
85 - 90	105	56%	391,111.11	4,215.18	3,610.44
80 - 85	255	33%	234,666.67	6,142.11	5,260.93
75 - 80	278	11%	78,222.22	2,232.04	1,911.82
70 - 75	314	0%	-	-	-
65 - 70	467	0%	-	-	-
60 - 65	716	0%	-	-	-
55 - 60	761	0%	-	-	-
50 - 55	843	0%	-	-	-
45 - 50	680	0%	-	-	-
40 - 45	863	0%	-	-	-
35 - 40	1166	0%	-	-	-
30 - 35	979	0%	-	-	-
25 - 30	614	0%	-	-	-
20 - 25	393	0%	-	-	-
15 - 20	176	0%	-	-	-
10 - 15	65	0%	-	-	-
5 - 10	26	0%	-	-	-
0 - 5	10	0%	-	-	-
Totals	**8760**			**15,472**	**13,252**

Assumptions:

- TMY3 Weather Data
- 60°F Building Balance Point
- Max Cooling load equal to two AHUs running at 80% of max cooling capacity
- Dx Cooling begins at 75F OAT
- CU Efficiencies based on kW per Ton of Cooling (using nominal cooling tonnage)

Baseline Use	Proposed Use	kWh Savings
15,472 kWh	13,252 kWh	**2,220 kWh**

City of Spokane Waste Water Treatment Plant

02.01-WWTP Chilled Water Upgrades

Energy Engineer: Ethan Durbano
Date: 3/20/2025
FIM: 02.01-WWTP Chilled Water Upgrades
Weather Station: Spokane, WA 727850TY.xls

HVAC Schedule: Occupied 24/7

							Baseline		Proposed	
OSAT Bins	Bin Hrs	Building Clg Load	Baseline CT Fan %	VFD CT Fan Speed	CV Pump Speed	VFD Pump Speed	CT Fan Power	Pump Power	CT Fan Power	Pump Power
[°F]	[Hours]	[%]	[%]	[%]	[%]	[%]	[kWh]	[kWh]	[kWh]	[kWh]
95 - 100	8	100%	100%	93%	100%	100%	136	218	112	181
90 - 95	41	89%	100%	81%	100%	92%	695	1,117	403	856
85 - 90	105	78%	100%	68%	100%	84%	1,780	2,862	675	2,027
80 - 85	255	67%	50%	57%	100%	76%	2,161	6,950	1,016	4,577
75 - 80	278	56%	50%	46%	100%	68%	2,356	7,577	647	4,669
70 - 75	314	44%	50%	35%	100%	59%	2,661	8,558	384	4,971
65 - 70	467	33%	50%	30%	100%	51%	3,957	12,728	381	7,027
60 - 65	716	22%	50%	30%	100%	43%	6,067	19,515	585	10,332
55 - 60	761	11%	50%	30%	100%	35%	6,449	20,741	622	10,627
50 - 55	843	0%	0%	0%	0%	0%	-	-	-	-
45 - 50	680	0%	0%	0%	0%	0%	-	-	-	-
40 - 45	863	0%	0%	0%	0%	0%	-	-	-	-
35 - 40	1166	0%	0%	0%	0%	0%	-	-	-	-
30 - 35	979	0%	0%	0%	0%	0%	-	-	-	-
25 - 30	614	0%	0%	0%	0%	0%	-	-	-	-
20 - 25	393	0%	0%	0%	0%	0%	-	-	-	-
15 - 20	176	0%	0%	0%	0%	0%	-	-	-	-
10 - 15	65	0%	0%	0%	0%	0%	-	-	-	-
5 - 10	26	0%	0%	0%	0%	0%	-	-	-	-
0 - 5	10	0%	0%	0%	0%	0%	-	-	-	-
Totals	**8760**						**26,261**	**80,266**	**4,825**	**45,268**

Baseline Use	Proposed Use	kWh Savings
106,527 kWh	50,093 kWh	**56,434 kWh**

City of Spokane Waste Water Treatment Plant

02.01-WWTP Chilled Water Upgrades

CT Design Approach	10	°F
Max CT Fan Power	100%	
Min CT Fan Power	30%	
Max Pump Power	100%	
Min Pump Power	35%	
CT Fan Motor HP	20	hp
Design WB Temp	67	°F
Clg Lockout OSAT	55	°F
VFD Exponent	2.5	
Baseline Fan Eff.	88%	
Proposed Fan Eff.	90%	

Assumptions:

- TMY3 Weather Data
- 60 °F Building Balance Point
- Existing Cooling Tower (CT) has 2-speed fans (50% and 100% fan speed)
- Cooling Lockout set at 55 °F OSAT
- Min Fan and CHW Pump Power (i.e. VFD turndown) is 30% and 35%, respectively
- CDPs run at 100% (VFDs only used for balancing)
- Max Clg Load and CHW power corresponds to highest DB temp bin
- Baseline and Proposed fan motor Eff.
- VFD exponent of 2.5 (affinity laws)

Baseline Pumps

tag	gpm	head	hp	min eff.	95% of min eff.
PB-CWP-1	360	70	10	0.75	0.7125
PB-CWP-2	360	70	10	0.75	0.7125
PB-CDP-1	450	68	15	0.7	0.665
PB-CDP-2	450	68	15	0.7	0.665

Proposed Pumps

tag	gpm	head	hp	Duty Point BHP	Duty Point Eff.
PB-CWP-1	360	70	10	8.19	79.5%
PB-CWP-2	360	70	10	8.19	79.5%
PB-CDP-1	450	68	15	9.35	84.2%
PB-CDP-2	450	68	15	9.35	84.2%

y = 0.0029x^2 + 0.445x + 34.373

CDS Temp [°F]	Available Approach	WB Approach Factor
74.86	10.70	0.93
73.78	10.95	0.91
72.10	11.36	0.88
70.47	11.79	0.85
69.09	12.18	0.82
67.66	12.61	0.79
66.30	13.04	0.77
64.71	13.58	0.74
62.79	14.27	0.70
60.60	15.14	0.66
58.53	16.02	0.62
56.31	17.06	0.59
53.49	18.51	0.54
50.74	20.08	0.50
47.98	21.85	0.46
45.61	23.54	0.42
42.50	26.01	0.38
39.72	28.52	0.35
37.56	30.71	0.33
35.68	32.80	0.30

Baseline Pump Eff. Sub Calc

Baseline	HP	% HP	Eff
PB-CWP-1	10	40%	71%
PB-CDP-1	15	60%	67%
Baseline Eff. (hp weighted)	68%		

UTILITY DATA ANALYSIS
CITY OF SPOKANE - SPOKANE WASTE WATER TREATMENT PLANT

Building Information			
Project	City of Spokane	Building Area	00 ft²
Building	Spokane Waste Water Treatment Plant		
Service Add.	4401 N. Aubrey L. White Pkwy, Spokane, WA, 99205		
Primary Space Type	Other - Public Service		
Electric	Avista: 8970099313-E		
Natural Gas	Avista: 5838442667-NG		

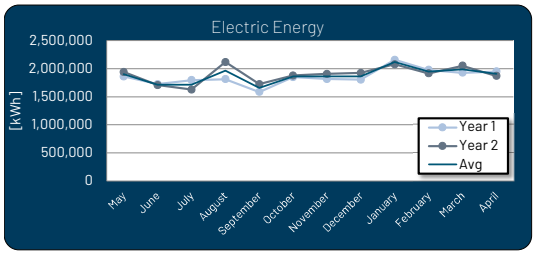
Historical Utility Data

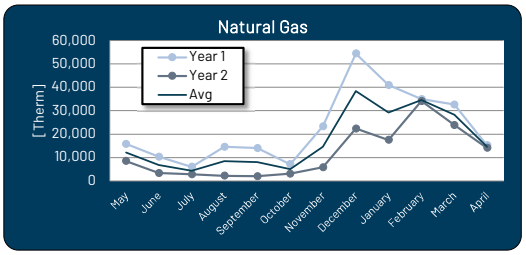
Period	Electric Energy [kWh]	Non-WN Demand [kVA]	Total Electric Cost [$$$]	Natural Gas [Therm]	Natural Gas Cost [$$$]	Total Energy [kBTU]	Total Cost [$$$]	Energy Use Index [kBTU / ft²]	Cost Index [$$$ / ft²]
May-22	1,863,126	5,227	$125,030.68	15,828	$11,260.56	7,939,816	$136,291.24		
Jun-22	1,725,980	5,076	$166,747.51	10,315	$7,485.67	6,920,595	$174,233.18		
Jul-22	1,796,585	4,847	$169,611.64	6,034	$4,728.54	6,733,317	$174,340.18		
Aug-22	1,812,156	4,765	$169,812.48	14,601	$12,100.71	7,643,177	$181,913.19		
Sep-22	1,586,288	5,103	$154,576.91	14,057	$11,779.31	6,818,117	$166,356.22		
Oct-22	1,849,544	5,116	$178,547.16	7,138	$6,166.01	7,024,432	$184,713.17		
Nov-22	1,815,516	4,662	$169,296.25	23,348	$20,381.99	8,529,379	$189,678.23		
Dec-22	1,805,777	5,059	$167,300.05	54,433	$50,486.85	11,604,652	$217,786.89		
Jan-23	2,156,885	5,185	$196,863.06	40,935	$38,218.43	11,452,750	$235,081.49		
Feb-23	1,978,290	4,998	$186,156.16	34,914	$32,949.03	10,241,304	$219,105.19		
Mar-23	1,927,336	5,691	$182,132.64	32,595	$31,166.31	9,835,580	$213,298.95		
Apr-23	1,949,742	5,328	$187,150.23	15,182	$15,059.11	8,170,686	$202,209.34		
May-23	1,940,958	5,223	$182,471.73	8,481	$8,595.29	7,470,675	$191,067.02		
Jun-23	1,708,608	5,277	$164,094.19	3,360	$3,495.24	6,165,736	$167,589.43		
Jul-23	1,628,658	4,775	$152,838.31	2,795	$2,931.60	5,836,450	$155,769.91		
Aug-23	2,119,335	5,466	$204,045.34	2,209	$2,346.47	7,452,048	$206,391.81		
Sep-23	1,724,632	5,231	$166,909.18	2,021	$2,180.48	6,086,571	$169,089.66		
Oct-23	1,880,426	4,649	$175,131.94	3,078	$3,269.73	6,723,814	$178,401.67		
Nov-23	1,907,831	5,032	$178,282.80	5,868	$6,166.79	7,096,293	$184,449.59		
Dec-23	1,923,016	5,475	$164,714.79	22,380	$24,634.98	8,799,288	$189,349.77		
Jan-24	2,078,621	4,876	$171,288.74	17,509	$19,366.22	8,843,136	$190,654.96		
Feb-24	1,916,610	4,874	$160,228.87	34,146	$36,683.11	9,954,078	$196,911.98		
Mar-24	2,051,836	5,588	$174,121.42	23,890	$26,396.17	9,389,834	$200,517.59		
Apr-24	1,869,958	4,906	$158,077.04	14,112	$16,588.13	7,791,502	$174,665.17		

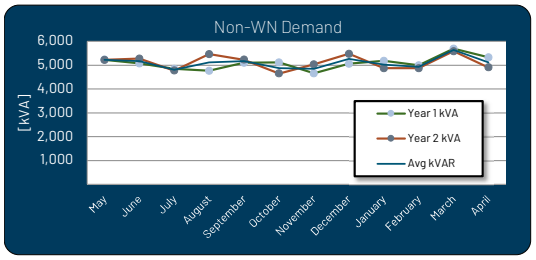
Annual Average Consumption and Cost									
Year	Electric Energy [kWh]	Total Electric Cost [$$$]	Blended Rate [$$$ / kWh]	Natural Gas [Therm]	Natural Gas Cost [$$$]	Total Energy [MMBTU]	Total Cost [$$$]	Energy Use Index [kBTU / ft^2]	Cost Index [$$$ / ft^2]
Year 1	22,267,225	$2,053,225	$0.0922	269,380	$241,783	102,914	$2,295,007		
Year 2	22,750,487	$2,052,204	$0.0902	139,848	$152,654	91,609	$2,204,859		
Average	**22,508,856**	**$2,052,715**	**$0.0912**	**204,614**	**$197,218**	**97,262**	**2,249,933**		

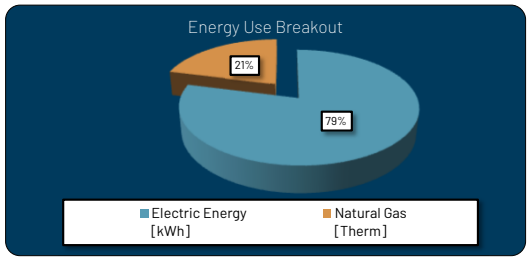
Average Monthly Utility Cost and Weather Data					
Month	Electric Energy [$$$]	Natural Gas [$$$]	Total [$$$]	Heating Degree Days	Cooling Degree Days
January	$184,076	$28,792	$212,868	956	0
February	$173,193	$34,816	$208,009	751	0
March	$178,127	$28,781	$206,908	660	0
April	$172,614	$15,824	$188,437	394	7
May	$153,751	$9,928	$163,679	172	76
June	$165,421	$5,490	$170,911	41	152
July	$161,225	$3,830	$165,055	0	425
August	$186,929	$7,224	$194,153	2	422
September	$160,743	$6,980	$167,723	41	135
October	$176,840	$4,718	$181,557	247	21
November	$173,790	$13,274	$187,064	836	0
December	$166,007	$37,561	$203,568	971	0
Total	**$2,052,715**	**$197,218**	**$2,249,933**	**5,068**	**1,237**

Pct. of Total	91%	9%

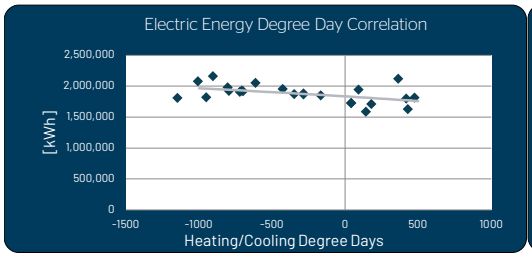


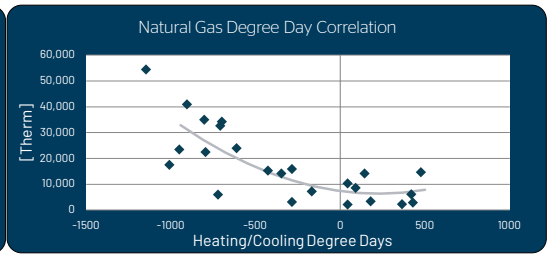


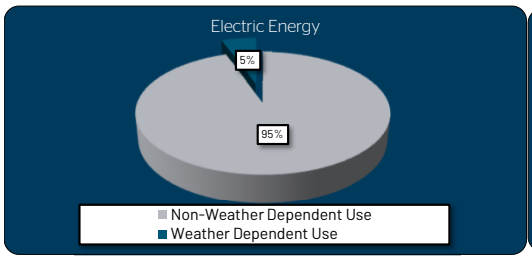


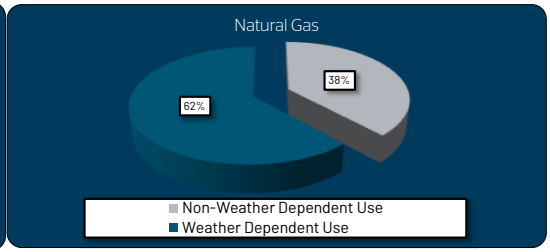


Weather Dependency Analysis					
Energy Type	Best Fit Strategy	Trendline Formula	Intercept vs. CDD / HDD	R^2	Explanation
Electric Energy [kWh]	2° Polynomial	$y = -0.01x^2 + -143.86x + 1,834,718$	1,774,053	0.318	$R^2 < 0.50$: Suggest monthly Electric Energy cannot be reasonably predicted based on weather severity, i.e. no correlation between weather and Electric Energy.
Natural Gas [Therm]	2° Polynomial	$y = 0.02x^2 + -8.82x + 7,392$	6,507	0.645	$R^2 < 0.75$: Suggest monthly Natural Gas cannot be significantly be predicted based on weather severity, i.e. low correlation between weather and Natural Gas.









Utility Analysis by Ethan Durbano version INW 24.01.03

License Information:

New search Back to results

Entity name:	MCKINSTRY ESSENTION, LLC
Business name:	MCKINSTRY ESSENTION LLC
Entity type:	Limited Liability Company
UBI #:	603-259-907
Business ID:	001
Location ID:	0001
Location:	Active
Location address:	5005 3RD AVE S SEATTLE WA 98134-2423
Mailing address:	PO BOX 24567 SEATTLE WA 98124-0567
Excise tax and reseller permit status:	Click here
Secretary of State information:	Click here

Page 3 of 4

Endorsements

Filter

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance dat
Richland General Business - Non-Resident				Active	Dec-31-2025	Jun-16-2023
Royal City General Business - Non-Resident				Active	Dec-31-2025	Dec-07-2021
Sammamish General Business - Non-Resident				Active	Dec-31-2025	Jan-02-2025
SeaTac General Business - Non-Resident				Active	Dec-31-2025	Jun-12-2019
Sedro Woolley General Business - Non-Resident				Active	Dec-31-2025	Feb-01-2013
Sequim General Business - Non-Resident				Active	Dec-31-2025	Jun-20-2018
Shelton General Business - Non-Resident	0053230			Active	Dec-31-2025	Sep-12-2018
Snoqualmie General Business - Non-Resident				Active	Dec-31-2025	Sep-18-2023
Spokane General Business - Non-Resident				Active	Dec-31-2025	Jan-31-2013
Sprague General Business - Non-Resident				Active	Dec-31-2025	Jan-06-2025
Stanwood General Business - Non-Resident	272			Active	Dec-31-2025	Mar-30-2017
Sumner General Business - Non-				Active	Dec-31-2025	Jul-22-2015

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance dat
Resident						
Tukwila General Business - Non-Resident				Active	Dec-31-2025	Mar-27-2019
Tumwater General Business - Non-Resident	R-011732			Active	Dec-31-2025	Feb-05-2013
University Place General Business - Non-Resident				Active	Dec-31-2025	Feb-01-2013

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ALLEN, DEAN	
AWAD, ASH	
FRANK, MICHAEL	
HAGAR, JOSEPH	
PEDERSEN, JAMIE	

Registered Trade Names

Registered trade names	Status	First issued
MCKINSTRY ESSENTION LLC	Active	Jan-31-2013

The Business Lookup information is updated nightly. Search date and time: 5/22/2025 12:53:42 PM

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MCKICO.-01 KGIRIDHARRAO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 1/31/2025

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

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

PRODUCER	CONTACT NAME:	
Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	PHONE (A/C, No, Ext): (425) 489-4500	FAX (A/C, No): (425) 485-8489
	E-MAIL ADDRESS: now.info@hubinternational.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
McKinstry Co. LLC PO Box 24567 Seattle, WA 98124-0567	INSURER A : The Travelers Indemnity Company	25658
	INSURER B : Travelers Property Casualty Company of America	25674
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X WA Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	VTC2K-CO-5643B901-IND-25	1/31/2025	3/1/2026	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 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			VTC2J-CAP-5643B913-TIL-25	1/31/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		VTC2K-CO-5643B901-IND-25	1/31/2025	3/1/2026	PER STATUTE [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: MCK Job #124151 Spokane WWTP Modine Heater Replacements
City of Spokane is included as Additional Insured, coverage is primary and non-contributory and waiver of subrogation applies per the attached forms/endorsements.

CERTIFICATE HOLDER

City of Spokane
4401 N Aubrey L White Pkwy
Spokane, WA 99205

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

Eric Schach

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Any person or organization that:

a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and

b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. Only as described in Paragraph **(1)**, **(2)** or **(3)** below, whichever applies:

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

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

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

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

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

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

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

(3) If neither Paragraph **(1)** nor **(2)** above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

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

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

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

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

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

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

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

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

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

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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

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

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

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

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

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE OF DESIGNATED ADDITIONAL INSUREDS

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

a. Specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis; and

b. Was signed and executed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed

PROVISIONS

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

The insurance afforded under this Coverage Part to any additional insured shown in the Schedule Of Designated Additional Insureds is primary to any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

A. Who Is An Insured – Unnamed Subsidiaries

B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

C. Incidental Medical Malpractice

D. Blanket Waiver Of Subrogation

E. Contractual Liability – Railroads

F. Damage To Premises Rented To You

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

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

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

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

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

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

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

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

b. A trust;

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

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

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

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

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

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

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C. INCIDENTAL MEDICAL MALPRACTICE

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

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

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

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

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

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

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

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

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

   Sale Of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

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

   "Incidental medical services" means:

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

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

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

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

D. BLANKET WAIVER OF SUBROGATION

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

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

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

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

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

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

   c. Any easement or license agreement;

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

F. DAMAGE TO PREMISES RENTED TO YOU

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

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS

LIMITS OF INSURANCE

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

Designated Projects:

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

Designated Locations:

Each premises owned by or rented to you

PROVISIONS

1. The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.
2. The following replaces Paragraph **1.** of **SECTION III – LIMITS OF INSURANCE**:

1. The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought;

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

d. "Projects" or "locations".

3. The following replaces Paragraph **2.** of **SECTION III – LIMITS OF INSURANCE**:

2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:

(1) Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

(2) Damages under Coverage **B**; and

(3) Medical expenses under Coverage **C**.

b. The Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

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

(a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences"; and

(b) Medical expenses under Coverage **C** for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "project".

(2) The Designated Project Aggregate Limit applies separately to each "project".

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

(4) The Designated Project Aggregate Limit does not apply to damages under Coverage **B**. Instead, the General Aggregate Limit described in Paragraph **2.d.** below applies to such damages.

(5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce the Designated Project Aggregate Limit for the applicable "project". Such payments will not reduce the Total Aggregate Limit, the General Aggregate Limit described in Paragraph **2.d.** below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.

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

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

(a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences"; and

(b) Medical expenses under Coverage **C** for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "location".

(2) The Designated Location Aggregate Limit applies separately to each "location".

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

(4) The Designated Location Aggregate Limit does not apply to damages ssunder Coverage **B**. Instead, the General Aggregate Limit described in

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

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

(a) The Total Aggregate Limit; and

(b) The Designated Location Aggregate Limit for the applicable "location".

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

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

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

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

(b) Damages under Coverage **B**.

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

(3) Any payments made for damages or medical expenses to which the General Aggregate Limit applies will reduce:

(a) The Total Aggregate Limit; and

(b) The General Aggregate Limit.

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

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

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

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

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

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

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MCKICO.-01 KGIRIDHARRAO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 1/31/2025

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

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

PRODUCER	CONTACT NAME:	
Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	PHONE (A/C, No, Ext): (425) 489-4500	FAX (A/C, No): (425) 485-8489
	E-MAIL ADDRESS: now.info@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Travelers Indemnity Company	25658
INSURED	INSURER B : Travelers Property Casualty Company of America	25674
McKinstry Co. LLC PO Box 24567 Seattle, WA 98124-0567	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X	X	VTC2K-CO-5643B901-IND-25	1/31/2025	3/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X WA Stop Gap						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:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			VTC2J-CAP-5643B913-TIL-25	1/31/2025	3/1/2026	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		VTC2K-CO-5643B901-IND-25	1/31/2025	3/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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: MCK Job #123996 Spokane WWTP Gas Compressor Room Controls

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

CERTIFICATE HOLDER

City of Spokane
4401 N Aubrey L White Pkwy
Spokane, WA 99205

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Any person or organization that:

a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and

b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. Only as described in Paragraph **(1)**, **(2)** or **(3)** below, whichever applies:

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

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

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

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

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

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

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

(3) If neither Paragraph **(1)** nor **(2)** above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

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

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

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

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

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

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

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

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

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

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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

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

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

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

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

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE OF DESIGNATED ADDITIONAL INSUREDS

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

a. Specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis; and

b. Was signed and executed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed

PROVISIONS

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

The insurance afforded under this Coverage Part to any additional insured shown in the Schedule Of Designated Additional Insureds is primary to any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

A. Who Is An Insured – Unnamed Subsidiaries

B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

C. Incidental Medical Malpractice

D. Blanket Waiver Of Subrogation

E. Contractual Liability – Railroads

F. Damage To Premises Rented To You

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

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

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

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

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

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

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

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

b. A trust;

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

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

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

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

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

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

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C. INCIDENTAL MEDICAL MALPRACTICE

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

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

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

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

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

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

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

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

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

   Sale Of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

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

   "Incidental medical services" means:

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

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

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

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

D. BLANKET WAIVER OF SUBROGATION

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

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

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

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

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

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

   c. Any easement or license agreement;

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

F. DAMAGE TO PREMISES RENTED TO YOU

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

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS

LIMITS OF INSURANCE

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

Designated Projects:

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

Designated Locations:

Each premises owned by or rented to you

PROVISIONS

1. The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.
2. The following replaces Paragraph **1.** of **SECTION III – LIMITS OF INSURANCE**:

1. The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:
   - **a.** Insureds;
   - **b.** Claims made or "suits" brought;

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

d. "Projects" or "locations".

3. The following replaces Paragraph **2.** of **SECTION III – LIMITS OF INSURANCE**:

2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:

(1) Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

(2) Damages under Coverage **B**; and

(3) Medical expenses under Coverage **C**.

b. The Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

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

(a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences"; and

(b) Medical expenses under Coverage **C** for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "project".

(2) The Designated Project Aggregate Limit applies separately to each "project".

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

(4) The Designated Project Aggregate Limit does not apply to damages under Coverage **B**. Instead, the General Aggregate Limit described in Paragraph **2.d.** below applies to such damages.

(5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce the Designated Project Aggregate Limit for the applicable "project". Such payments will not reduce the Total Aggregate Limit, the General Aggregate Limit described in Paragraph **2.d.** below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.

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

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

(a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences"; and

(b) Medical expenses under Coverage **C** for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "location".

(2) The Designated Location Aggregate Limit applies separately to each "location".

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

(4) The Designated Location Aggregate Limit does not apply to damages ssunder Coverage **B**. Instead, the General Aggregate Limit described in

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

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

(a) The Total Aggregate Limit; and

(b) The Designated Location Aggregate Limit for the applicable "location".

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

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

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

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

(b) Damages under Coverage **B**.

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

(3) Any payments made for damages or medical expenses to which the General Aggregate Limit applies will reduce:

(a) The Total Aggregate Limit; and

(b) The General Aggregate Limit.

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

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

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

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

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

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

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Agenda Sheet for City Council:

Committee: PIES **Date:** 06/16/2025

Committee Agenda type: Discussion

Council Meeting Date: 07/14/2025

Date Rec'd	6/10/2025		
Clerk's File #	OPR 2025-0469		
Cross Ref #			
Project #			
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Bid #**	
Contact Name/Phone	RAYLENE (509) 625 - 7901	**Requisition #**	
Contact E-Mail	RGENNETT@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE JBINGLE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	4100-DEPARTMENT OF COMMERCE CLEAN ENERGY COMMUNITY GRANT		

Agenda Wording

Agreement with Department of Commerce Clean Energy Community Grant award in the amount of $2,806,700.

Summary (Background)

In March of 2025, the City of Spokane (COS) applied for and was award funds from the Dept. of Commerce's (Commerce) Clean Energy Community Grant program. The grant funds will help pay for the construction and installation of solar energy and battery storage technology at the Water Dept. (Water). The energy generated from the solar panels will be stored onsite and used to power Water's fleet of electric vehicles. COS provided matching grant funds in the amount of $192,600 to fund the project design; the $2,806,700 award from Commerce will be used for the construction/implementation phase of the project. The total project cost is $2,999,300. The project is expected to begin with design in October of 2025 and is expected to be completed in the late summer of 2026.

What impacts would the proposal have on historically excluded communities?

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

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

n/a

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

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

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

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

Council Subcommittee Review

n/a

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 2,999,300
Current Year Cost	$ 192,600
Subsequent Year(s) Cost	$ 2,806,700

Narrative

The city will receive $2,806,700 in grant funds from the Dept. of Commerce. A $192,600 match was offered as part of the grant application to fund project design.

Amount		Budget Account
Revenue	$ 2,999,300.00	# 4100-98864-99999-33442-11013
Expense	$ 2,999,300.00	# 4100-98864-94340-56501-11013
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

n/a

Expense Occurrence	N/A

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

A match of $192,600 was offered as part of the grant application. This is addressed as a separate SBO.

Approvals		Additional Approvals	
Dept Head	GENNETT, RAYLENE	ACCOUNTING -	BROWN, SKYLER
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

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Interagency Agreement with

City of Spokane

through

Clean Energy Community Grants

Contract Number:
25-9221A-030

For

City of Spokane Water Department Solar Installation

Dated: Tuesday, July 1, 2025

Washington State Department of Commerce

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Washington State Department of Commerce

Face Sheet

Contract Number: 25-9221A-030

Washington State Department of Commerce
Energy Division – Energy Programs in Communities
Clean Energy Community Grants

1. Contractor City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99210		**2. Contractor Doing Business As (as applicable)** N/A	
3. Contractor Representative Nate Sulya Program Professional 509-625-6988 nsulya@spokanecity.org		**4. COMMERCE Representative** Michele Lefebvre Program Manager 360-725-5011 epicgrants@commerce.wa.gov	1011 Plum Street SE P.O. Box 42525 Olympia, WA 98504-2525
5. Contract Amount $2,806,700	**6. Funding Source** **Federal:** ☐ **State:** ☒ **Other:** ☐ **N/A:** ☐	**7. Start Date** July 1, 2025	**8. End Date** March 31, 2027
9. Federal Funds (as applicable) N/A	**Federal Agency:** N/A	**ALN** N/A	
10. Tax ID # 91-6001280	**11. SWV #** SWV0003387	**12. UBI #** 328-013-0877	**13. UEI #** PDNCLY8MYJN3

14. Contract Purpose
Install two 150-200kW solar arrays, two 500kWh BESS, and 12 Level 2 EV charging stations at the City of Spokane's Water Department facility.

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" –Reporting, Attachment "D" - Proviso

FOR CONTRACTOR	**FOR COMMERCE**
_____ Marlene Feist, Public Works Director	_____ Jennifer Grove, Assistant Director, Energy Division
_____ Date	_____ Date
	APPROVED AS TO FORM ONLY **BY ASSISTANT ATTORNEY GENERAL** **APPROVAL ON FILE**

DECLARATIONS

The Washington State Department of Commerce (Commerce) has been appropriated funds by the Washington State Legislature to provide grants to promote Washington's commitment to equitable, clean energy development.

CLIENT INFORMATION	
Legal Name:	City of Spokane
Agreement Number**:**	25-9221A-030
Award Year:	**2025**
State Wide Vendor Number:	SWV0003387

PROJECT INFORMATION	
Project Title:	Spokane Water Department Solar Installation
Project Address:	914 E North Foothills Dr
Project City:	Spokane
Project State:	WA
Project Zip Code:	99207

GRANT INFORMATION	
Grant Amount:	$2,806,700
Non-State Match	**$192,000**
Type of Match Accepted:	**Cash**
Earliest Date for Reimbursement:	July 1, 2025
Time of Performance:	July 1, 2025 – March 31, 2027

Washington State Department of Commerce

Program Specific Terms and Conditions

As identified herein, notwithstanding General & Specific Terms and Conditions SECTIONs, the following Program Specific Terms and Conditions take precedence over any similarly referenced Special or General Terms and Conditions:

1. BILLING AND COMPENSATION FOR PERFORMANCE BASED CONTRACT (Replaces Special Terms and Conditions #4 Billing Procedures and Payment)

COMMERCE will pay Contractor not more often than monthly upon acceptance of services provided and receipt of properly completed invoices for completed milestones, which shall be submitted to the Representative for COMMERCE.

The Contractor shall provide the Representative of COMMERCE a signed electronic Invoice A19 form that includes the contract number referenced on the declarations page.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed and the milestone number(s) achieved.

The Contractor is required to maintain documentation to support invoiced costs and cost share obligations. The Contractor shall make these documents available to COMMERCE if requested.

COMMERCE will pay Contractor the amounts set forth in Attachment B upon full completion of each milestone. Upon full completion of each Milestone, Contractor will provide an invoice and any required supporting documentation to the Representative of COMMERCE. Except as may be agreed by COMMERCE in its discretion, COMMERCE shall only be obligated to make payments upon demonstration of completion of all Deliverables within a given Milestone.

However, it is acknowledged that in the event one or two Deliverables of a Milestone is unduly delayed (more than 3 months) due to circumstances outside Contractor's control, COMMERCE may, in its sole discretion, reasonably negotiate with Contractor regarding paying for those Deliverables of such Milestones that are completed.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year
Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

2. SUBCONTRACTING (Replaces General Terms and Conditions #15 Subcontracting)

The Contractor may only subcontract work contemplated under this Contract if it provides written notification to COMMERCE of any subcontractors who will be performing work under this Grant Agreement. The written notice must provide the names and address of the subcontractor with a brief description of which tasks within the Contractor Scope of Work (Attachment A) that will be undertaken by the subcontractor(s).

The Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract.

In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.
Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

All reference to the Contractor under this clause shall also include Contractor's employees, agents or subcontractors.

3. PREVAILING WAGE LAW

The contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this Agreement, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request

4. HISTORICAL OR CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, Contractor shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable.

Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 21-02 coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement

immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contractor shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permit.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Contractor finds it necessary to amend the Scope of Work the Contractor may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act

5. ACKNOWLEDGMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."
The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at CCA brand toolkit, including:

A. Any project related website or webpage that includes logos from other funding partners;
B. Any publication materials that include logos from other funding partners;
C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
D. Any equipment purchased with CAA funding through a generally visible decal.

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed $2,806,700, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

EXPENSES
Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed $0, which amount is included in the Contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

4. BILLING PROCEDURES AND PAYMENT (Replaced by Program Specific Terms and Conditions #1 Billing and Compensation for Performance Based Contract)

~~COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.~~

~~The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number _____. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of $50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.~~

~~COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.~~

~~No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.~~

~~Invoices and End of Fiscal Year~~

~~Invoices are due on the 20th of the month following the provision of services.~~

~~Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date. The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.~~

~~Duplication of Billed Costs~~

~~The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.~~

~~Disallowed Costs~~

~~The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.~~

~~COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).~~

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Attachment D – Proviso
- Program Specific Terms and Conditions
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting
- Materials submitted as part of the CECG 2025 project proposal

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "COMMERCE" shall mean the Washington Department of Commerce.

C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.

D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.

E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

F. "State" shall mean the state of Washington.

G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;

ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law.

The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures.

The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered “works for hire” under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The

Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING (Replaced by Program Specific Terms and Conditions #2 Subcontracting)

~~The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.~~

~~If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.~~

~~Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.~~

~~Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.~~

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or

acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

A. Stop work under the contract on the date, and to the extent specified, in the notice;

B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;

C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.

B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.

E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

The City of Spokane will install two solar arrays, two battery energy storage systems (BESS), and 12 electric vehicle (EV) charging stations at the Water Department (Water) facility. The renewable energy generated by the arrays and stored in the BESS will be used to power Water's fleet of electric EVs. This project creates a resilient and sustainable renewable energy system and is expected to reduce Spokane's Green House Gas (GHG) emissions by more than 100 metric tons (MT) annually.

The City plans to incorporate the solar arrays into parking canopies as part of ongoing renovations at the Water facility. The City will fund the design phase of the project, and this grant will fund the equipment, installation, and construction of the solar arrays, BESS, and EV charging stations. The planned project timeline is as follows:

Project Timeline	
Design begins	October 2025
Design ends	January 2026
Construction of canopies	March 2026
Installation of solar panels and batteries	May 2026
Construction completed	August 2026
Solar operational	September 2026

Project benefits - This project directly meets community-established goals and objectives – as outlined in the City's publicly informed Sustainability Action Plan (Plan) – to lower GHG emissions and increase the utilization of renewable energies. Additionally, this project will reduce operating costs. This has a direct effect on ratepayers throughout the city; longer-term impacts include the City reinvesting those cost savings in other GHG reduction measures, such as the purchase of additional EVs. This project creates a resilient and sustainable system that improves the City's ability to produce, store, and use renewable energy, which reduces external energy purchases. This directly correlates to lowering the amount of energy the local utility company will need to produce, consequently lowering emissions that contribute to Particulate Matter (PM) 2.5 concentrations, a net positive effect on the surrounding community.

This grant will further help GHG reduction at the project location and in the vicinity by allowing the City to expand its fleet of EVs at Water. This project will install 12 charging stations, allowing Water to acquire an additional 40 EVs. The estimated GHG avoidance range as a result of this installation is a minimum of 107 MT to a maximum of 139 MT avoided annually. The expected avoidance of GHG emissions of charging additional EVs is 110 MT annually.

This project will help Water reduce its operating costs. The estimated annual cost savings from this project is approximately $29,000. Lower operating costs helps the city to maintain affordable and reliable utility rates for residents. This is particularly beneficial to those living in vulnerable communities who may have low or fixed incomes. As detailed throughout its Sustainability Action Plan, Spokane is committed to working with vulnerable populations in the community to promote shared goals of health and well-being. The cost savings associated with this project will allow the City to make other additional clean energy investments, such as purchasing additional EVs, creating even greater positive impacts in the health and well-being of the community.

Project Milestones:

A. Project Development and Design:

During the master planning of the Water Department Campus updates, lightweight covered parking was identified as a cost effective and easily maintainable alternative to rooftop mounted solar installations for the development of large-scale solar harvesting and battery storage. This concept works hand in hand with the significant fleet of light duty EV vehicles utilized by the Water Department. This solar project will be completed as part of already planned and ongoing renovations at the City's Water Department located at 914 E North Foothills Dr Spokane, WA 99207. Following the design and development work, the City will solicit qualified contractors via competitive solicitation with experience in solar installation to secure the materials and install the canopy structures, solar arrays, and battery energy storage systems. The canopy system would be constructed over an existing light duty vehicle paved parking lot.

B. Contracting and Permitting:

The City will solicit a qualified consultant via RFQu to complete the design portion of the project. The selected consultant shall provide A&E services to complete the design, specification bid package, and bid assistance, as needed, for the two-canopy integrated Solar PV array EV charging system to be installed at the Water Department. The City expects to select the consultant by mid-June, evaluate the proposals, negotiate the scope, and award the contract by the end of August, with contract work to begin in October. Construction will begin in Spring/Summer of 2026; the contractor will be selected via competitive contract. The necessary permits will be secured as needed, by the contractor.

C. Equipment Delivery, Installation, Construction: Two 150-200kW solar arrays (500-600 panels), two 500kWh BESS, and 12 Level 2 EV charging stations will be installed at the Water facility. Electrical infrastructure upgrades will be completed to accommodate this installation.

D. Measurement and Verification: The City will provide a final report to Commerce that includes a minimum of 6 months of data for the solar array, BESS, and chargers. Data may include kWh generated and stored, and unique charging cases. A final fact sheet will be submitted that provides a project summary, photos of the finished project, adjustments that were made, or lessons learned. Commerce will provide an optional template for the fact sheet.

Washington State Department of Commerce

Attachment B: Budget

All funding is subject to continued legislative authorization and re-appropriation where applicable.

Milestone	Project Activity & Task	Deliverable(s)	Activity Period	Match Amount	Grant Amount
A	Project Development & Design				
		Project design	January-26	$192,600	$ -
			Activity A Subtotal	**$192,600**	**$ -**
B	Contracting and Permitting				
		Permits	March-26		$ 12,900
		Contractor agreement for installation and construction of project	September-26		$ 381,800
			Activity B Subtotal	**$ -**	**$ 394,700**
C	Equipment Delivery, Installation, Construction				
		PV and canopy (500-600 panels)	May-26		$ 675,000
		Parking lot and canopy lighting	May-26		$ 175,000
		BESS (2 units)	May-26		$ 550,000
		12 Level 2 EV chargers	May-26		$ 130,000
		Electrical equipment	September-26		$ 225,000
		Electrical infrastructure	September-26		$ 50,000
		Utility costs (transformer, meter)	September-26		$ 116,000
		Sales tax			$ 241,000
			Activity C Subtotal	**$ -**	**$ 2,162,000**

D	Measurement & Verification				
		Final report: 6 months of system and charging data			$ 250,000
		Fact sheet			
			Activity D Subtotal	**$ -**	**$ 250,000**
			Budget Totals	**$ 192,600**	**$ 2,806,700**

Attachment C: Reporting

The Contractor must provide quarterly written reports and/or host a regular quarterly video and/or phone call with COMMERCE for project update purposes. Phone contact should cover current status of the project and any barriers that are potentially affecting the project schedule.

The Contractor shall provide a quarterly report to COMMERCE, no later than 15 days after the end of each quarter. The report form will be provided by Commerce. The report should describe the project activity that occurred during the quarter, including but not limited to:

1. A narrative summarizing project activities, risks and issues mitigated, and lessons learned;

2. The project milestones met to date and anticipated in the subsequent quarter (such as through a project Gantt Chart schedule provided quarterly in Microsoft Project format showing actual progress to date along with the baseline schedule developed at project kickoff etc.); and,

3. Any additional metrics required from the capital budget proviso, legislature, governor's office, or COMMERCE.

4. Quarterly updated invoice projection sheet for grant expenditures. Commerce will provide the invoice projection sheet;

A final report and fact sheet will be submitted to Commerce. Commerce will provide the fact sheet template and may request the fact sheet be updated as conditions warrant.

Attachment D: Proviso

2023 – 2025 State Biennial Budget

Clean Energy Community Grants - $42,388,000
NEW SECTION. Sec. 1017. A new section is added to 2023 c 474

Clean Energy Community Grants (40000606)

The appropriation in this section is subject to the following conditions and limitations:

Grants
(1)(a) $42,388,000 of the appropriation in this section is provided solely for the department to administer noncompetitive grants to nonprofit organizations, local governments, federally recognized tribal governments and tribal entities, state agencies, housing authorities, ports, transit agencies, research organizations, and eligible third-party administrators for planning, design, and implementation of capital projects and clean energy technologies that reduce greenhouse gas emissions in vulnerable, overburdened, and tribal communities identified by the department. The department must prioritize grants providing meaningful benefit to vulnerable populations in overburdened communities as defined under RCW 70A.02.010.

(b) Eligible uses of grant funds include, but are not limited to, planning for sustainable communities and predesign work, energy efficiency improvements, renewable energy generation, increasing the supply of affordable, energy efficient housing, developing resilient and sustainable infrastructure systems, zero-emission, active mobility, and micromobility transportation infrastructure, education and engagement, and workforce development.

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/23/2025

Committee Agenda type: Consent

Council Meeting Date: 07/14/2025

Date Rec'd	6/12/2025		
Clerk's File #	OPR 2025-0499		
Cross Ref #			
Project #			
Submitting Dept	INFORMATION TECHNOLOGY	**Bid #**	
Contact Name/Phone	CYLAS X6494	**Requisition #**	
Contact E-Mail	CENGELAND@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON		
Sponsoring at Administrators Request	NO		
Lease? YES	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5300 - DATA CENTER USE AGREEMENT		

Agenda Wording

Revenue Lease Agreement with City of Seattle City for a monthly lease payment of $2,200 (plus applicable sales tax) per server rack cabinet placed in the City of Spokane Information Technology Dept. Data Center. Lease Agreement term begins July 1, 2025, through June 30, 2030, The monthly per-cabinet charge will increase 3% annually, beginning on the first anniversary of the Effective Date of this Agreement. Expected total revenue of $1,086,089.48 over the five-year contract.

Summary (Background)

The City of Seattle is set to enter into a strategic lease agreement with the City of Spokane, leveraging Spokane's data center space. This collaboration is a key component of Seattle's comprehensive strategy to enhance data redundancy and disaster recovery capabilities by securing backup data center resources outside of Seattle. The City of Spokane will benefit financially by generating revenue through the leasing of its available data center space. The agreement meticulously outlines the terms for Seattle's utilization of Spokane's data center facilities, including provisions for access, fee structures, responsibilities, and termination clauses. The IT Department's expertise plays a crucial role in ensuring seamless integration and operational efficiency, thereby adding significant value to this partnership. The City of Seattle intends to locate eight server rack cabinets in Spokane's Data Center by early September 2025. The contract was reviewed and approved by Legal (Tim Szambelan). Cylas Engeland is the SME.

What impacts would the proposal have on historically excluded communities?

Not applicable – IT Data Center lease

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 – IT Data Center lease

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

Not applicable – IT Data Center lease

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

The agreement aligns with the Sustainable Resources strategic initiative on sound financial objectives. This agreement is revenue-generating for City of Spokane IT Department.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ NA
Current Year Cost	$ NA
Subsequent Year(s) Cost	$ NA

Narrative

Revenue Lease. This contract will enable the City of Seattle to place server rack cabinets in the City of Spokane's Data Center, thereby generating revenue for the City of Spokane's Information Technology Department.

Amount		Budget Account
Revenue	$ 176,000.00	# 5300-30210-99999-36250
Revenue	$ 217,536.00	# 5300-30210-99999-36250
Revenue	$ 224,062.08	# 5300-30210-99999-36250
Revenue	$ 230,783.94	# 5300-30210-99999-36250
Revenue	$ 237,707.46	# 5300-30210-99999-36250
Select	$	#

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	Recurring

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

Revenue Generating

Approvals		Additional Approvals	
Dept Head	MARTINEZ, LAZ	**ACCOUNTING -**	ZOLLINGER, NICHOLAS
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Tracye Cantrell; tracye.cantrell@seattle.gov	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	cbaird@spokanecity.org

DATA CENTER USE AGREEMENT

THIS DATA CENTER USE AGREEMENT (this "Agreement") is entered into as of the ___ day of _____, 2025 (the "Effective Date"), between **The City of Seattle**, a municipal corporation (the "Grantee"), and **City of Spokane, Washington** a municipal corporation ("Grantor").

WHEREAS, Grantor owns or controls a certain Data Center (the "Data Center"); and

WHEREAS, Grantor will permit Grantee to use space within Data Center (the "Space") in accordance with the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. RIGHT TO ACCESS TO THE SPACE

Pursuant to the terms and conditions of this Agreement, Grantor will grant to Grantee a right to use the Space. The right to use the Space is a nontransferable right to occupy and utilize the Space, which is described in Exhibit A.

2. TERM OF AGREEMENT; FEES

2.1. TERM OF AGREEMENT

This Agreement shall become effective upon the parties' signature and shall be for no more than a (5) five-year term. The parties may agree to negotiate a one-time (5) five-year renewal term. Upon mutual agreement, the number of Grantee-owned server cabinets placed in the Data Center may be increased subject to the availability of space and data center resources, or decreased, as needed, during the term of the Agreement.

2.2. FEES

Grantor will charge the Grantee $2,200.00 per server cabinet, per month for each server cabinet placed in the Grantor's Data Center. The monthly per-cabinet charge will increase 3% annually, beginning on the first anniversary of the Effective Date of this Agreement.

Following the Effective Date, Grantee shall be granted access to the Data Center for the purpose of build-out and installation activities. This build-out phase shall not exceed sixty (60) days unless otherwise agreed in writing. Charges shall commence on the earlier of (i) the date Grantee begins operational use of the Space or (ii) the end of the build-out phase.

Separate from per server cabinet charges, the use of remote-hands shall be paid on an as needed basis and at a standard rate of $120 /hour during normal business hours of operations, which includes M-F 8AM to 5PM, except for Grantor recognized holidays. Remote-hands support requests during normal business hours shall be billed in 15-minute increments. Planned and unplanned remote-hands support provided

outside of normal business hours will be billed at 1.5 times the standard rate. A minimum of two (2) hours will be billed for each remote-hands support request outside of normal business hours, with additional time billed in 15-minute increments thereafter. The standard rate will increase 3% annually, beginning on the first anniversary of the Effective Date of this Agreement.

3. RESPONSIBILITIES AND ACKNOWLEDGMENTS

3.1. Grantee retains ownership and complete authority over the equipment Grantee locates in the Data Center.

3.2. Grantee is solely responsible for the IT operations of their equipment, including monitoring, maintenance, repairs, and replacement of hardware.

3.3. Placement of all equipment within the Data Center will be by mutual agreement. Due to load and space limitations, Grantor may limit the type and the amount of equipment that Grantee places in the Data Center. Grantee shall notify Grantor in advance of any plans to add or remove equipment.

3.4. Grantee agrees to cover all empty rack units with filler plates to ensure proper airflow within the Data Center.

3.5. Grantor will access Grantee's equipment only when requested by Grantee via use of remote-hands request.

3.6. Grantor shall notify Grantee within one (1) hour of becoming aware of any event that could damage equipment or jeopardize system stability. Each party shall provide the other party with a list of contacts, including methods for reaching the other party 24 hours a day, 7 days a week.

3.7. Grantor may lease space in the Data Center to other grantees; however, if Grantor is considering leasing available space to another entity, Grantee shall have the first right of refusal to rent that space for the placement of additional server cabinets, subject to mutual agreement and availability of space and resources.

3.8. Grantee is responsible for determining, communicating, and funding their own Disaster Recovery Plan. No disaster recovery infrastructure, space, or services are inherently provided by Grantor as part of the Agreement. Notwithstanding the foregoing, Grantor shall provide all accommodations related to Grantee's operation of Grantee's equipment within the Data Center, including access to the Data Center, as described in this Agreement, security of the Data Center, electricity, connectivity between the Data Center and Grantee's switch, redundant power back-up, environmental control, 24/7 fire and emergency alarm monitoring, and basic "remote-hands" assistance.

3.9. Grantor will provide Grantee personnel with 24/7 key-card access to the Data Center upon proof of successful completion of a criminal background check and Criminal Justice Information Services (CJIS) training. Proof of both the background check and CJIS training must be submitted to Grantor prior to access being issued. This access allows Grantee personnel to perform unescorted IT operational tasks on their equipment. Any visitors or individuals without key-card access must wear a visitor badge and be accompanied at all times by authorized personnel.

Grantee personnel shall enter and exit only through designated access points and shall restrict their movement within the facility to approved areas—specifically, the hallways, rooms, and floors necessary for performing data center-related operations. For any party with unescorted access (Grantor or any leasees), Grantor will provide all Grantees proof of a successful completion of a criminal background check and Criminal Justice Information Services (CJIS) training. Proof of both the background check and CJIS training must be submitted to Grantor prior to access being issued. Grantor will also provide proof of regular renewal of criminal background checks for any parties allowed unescorted access.

4. GRANTEE RIGHTS / USE OF FACILITIES

4.1. Grantee shall use the Data Center for providing information technology services to Grantee operations. The Grantee cannot sell, lease, or sublease Data Center space to another entity.

4.2. Grantee shall not use the Data Center in violation of this Agreement, any law, rule, regulation or order of any governmental authority having jurisdiction over the Data Center.

4.3. Grantee shall have the right to install and maintain server cabinets and related equipment in the Data Center based on pre-approved availability of space.

5. TITLE

All right, title, and interest in the Data Center and any other equipment or facility of Grantor shall, at all times, remain exclusively with Grantor. All right, title, and interest in the equipment placed within the Data Center by Grantee and any other equipment or facility of Grantee shall, at all times, remain exclusively with Grantee.

6. LIENS AND ENCUMBRANCES

Neither party, directly or indirectly, shall create or impose any lien on the property of the other party, or on the rights or title relating thereto, or any interest therein, or in this Agreement. Each party will promptly, at its own expense, take such action as may be necessary to duly discharge any lien created by it on the property of the other.

7. INDEMNIFICATION; LIMITATIONS OF LIABILITY

7.1. Each Party shall indemnify and hold harmless the other Party and its respective officers, agents and employees from and against all third-party claims, damages, losses, liabilities, and costs arising from its acts or omissions pursuant to this Agreement including without limitation attorney fees and cost.

7.2. Grantee shall indemnify and hold harmless Grantor and its respective officers, agents and employees from and against all claims, damages, losses, liabilities and costs arising from Grantor's failure to obtain and maintain required private rights respecting the Grantor's Data Center.

7.3. Grantee's sole and exclusive remedies for breach or non-performance of this Agreement by Grantor shall be re-performance and/or repair or replacement by Grantor of any defective

services, or of any defective equipment provided in connection with the services. Neither Party will in any event be liable for special, exemplary, punitive, indirect, consequential or incidental damages, including but not limited to, damages for loss of use, lost profit, loss of business or goodwill, or other financial injury arising out of or in connection with the maintenance, use, performance or failure of the Grantor's Data Center. Each party's liability for damages, from any cause whatsoever and regardless of the form of the action, whether in contract, in tort (including negligence or strict liability) or by statute, shall be limited to direct damages. The Grantor shall not be liable for any damages involving the repair or replacement by Grantor's Data Center to all of Grantee's customers.

8. GRANTEE RESPONSIBILITIES

Grantee shall be responsible for obtaining and maintaining any government authorizations, approvals and other required rights required for Grantee's use of the Data Center provided that Grantor shall cooperate with Grantee in such efforts as reasonably required. Grantee shall be solely responsible for the purchase, installation and maintenance of all Data Center Interconnect (DCI) technology and other equipment required by Grantee to interconnect with the Data Center.

9. NOTICES

All notices, demands, requests or other communications given under this Agreement shall be (i) in writing, (ii) effective on the first business day following the date of receipt, and (iii) be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service or by computer email (followed by confirmation on the same or following day by overnight delivery or by mail as aforesaid) to the address set forth below or as may subsequently in writing be requested.

If to Grantor:
City of Spokane
City IT Director
808 West Spokane Falls Blvd
Spokane, WA 99201-3326

If to the Grantee:
City of Seattle
Chief Technology Officer
700 5th Avenue
Seattle, WA 98104

10. DEFAULT AND TERMINATION

10.1. Event of Default

Any of the following shall constitute an event of default: (a) Grantee fails to pay any undisputed amount owed to Grantor within sixty (60) days after its due date; (b) Grantor fails to perform or observe any other representation, warranty, covenant, condition or term within this Agreement and fails to cure such breach within thirty (30) days after written notice from Grantee; (c) any representation or warranty made by Grantor hereunder or in any other instrument provided to Grantee by Grantor proves to be incorrect in any material respect when made; (d) a proceeding under any bankruptcy, reorganization, arrangement of

debts, insolvency or receivership law or assignment of benefit of creditors is made by or against Grantee; (e) Grantee becomes insolvent or fails generally to pay its debts as they become due; (f) Grantee voluntarily or involuntarily dissolves or is dissolved or terminates or is terminated; or (g) Grantor fails to observe or perform any of its representations, warranties, and/or obligations with Grantee and fails to cure such breach within thirty (30) days after written notice.

10.1.1. Remedies.

In the event of a default by either Party, the non-defaulting party shall have the right to exercise any or all of the following remedies to the extent applicable: (a) terminate this Agreement; (b) declare all amounts under this Agreement immediately due and payable; (c) proceed to enforce the remedies of a secured party under Washington law; (d) proceed by court action to enforce performance of this Agreement and any remedy provided for herein and/or recover all damages of any default or exercise any other right or remedy available at law or in equity; and (e) disconnect and/or remove the Data Center cabinets and equipment.

10.2. Termination

10.2.1. For Cause

Either party may terminate this Agreement if the other party is in material breach of any of the terms of this Agreement, and such breach has not been corrected to the aggrieved party's reasonable satisfaction in a timely manner.

10.2.2. For Grantee's Convenience

Grantee may terminate this Agreement at any time, without cause and for any reason including the Grantee's convenience, upon written notice to the Grantor.

10.2.3. Nonappropriation of Funds

Grantee may terminate this Agreement at any time without notice due to nonappropriation of funds, whether such funds are local, state or federal grants, and no such notice shall be required notwithstanding any notice requirements that may be agreed upon for other causes of termination.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

12. ASSIGNMENT

Neither party may, without the other parties' written notice, assign or otherwise transfer this Agreement or its rights or obligations hereunder to any other party, in whole or in part.

13. RELATIONSHIP OF THE PARTIES

The relationship between Grantee and Grantor shall not be that of partners, agents or joint ventures for one another and nothing contained in this Agreement shall be deemed to constitute a partnership,

agency, or joint venture agreement between them. Grantee and Grantor shall report and pay, or cause to be reported and paid, in a timely manner (i) all wages, salary, health and welfare benefits, social security, unemployment and workers' compensation to which its employees and agents are entitled and (ii) all applicable federal, state and local employment taxes required to be withheld or paid with respect to all compensation paid to its employees and agents. Grantee may not use the name, logo, or emblem of Grantor's, or any of its schools or affiliates in any brochure, publication, or advertisement, without first obtaining Grantor's prior written consent in each instance. Grantor acknowledges that immediate, extensive, and irreparable damage will result if this provision is not specifically enforced. Therefore, in addition to, and not in limitation of, any other remedy available to Grantee, Grantor may enforce the foregoing provision in judicial proceedings by a decree of specific performance and appropriate injunctive relief as may be applied for and granted in connection with such enforcement.

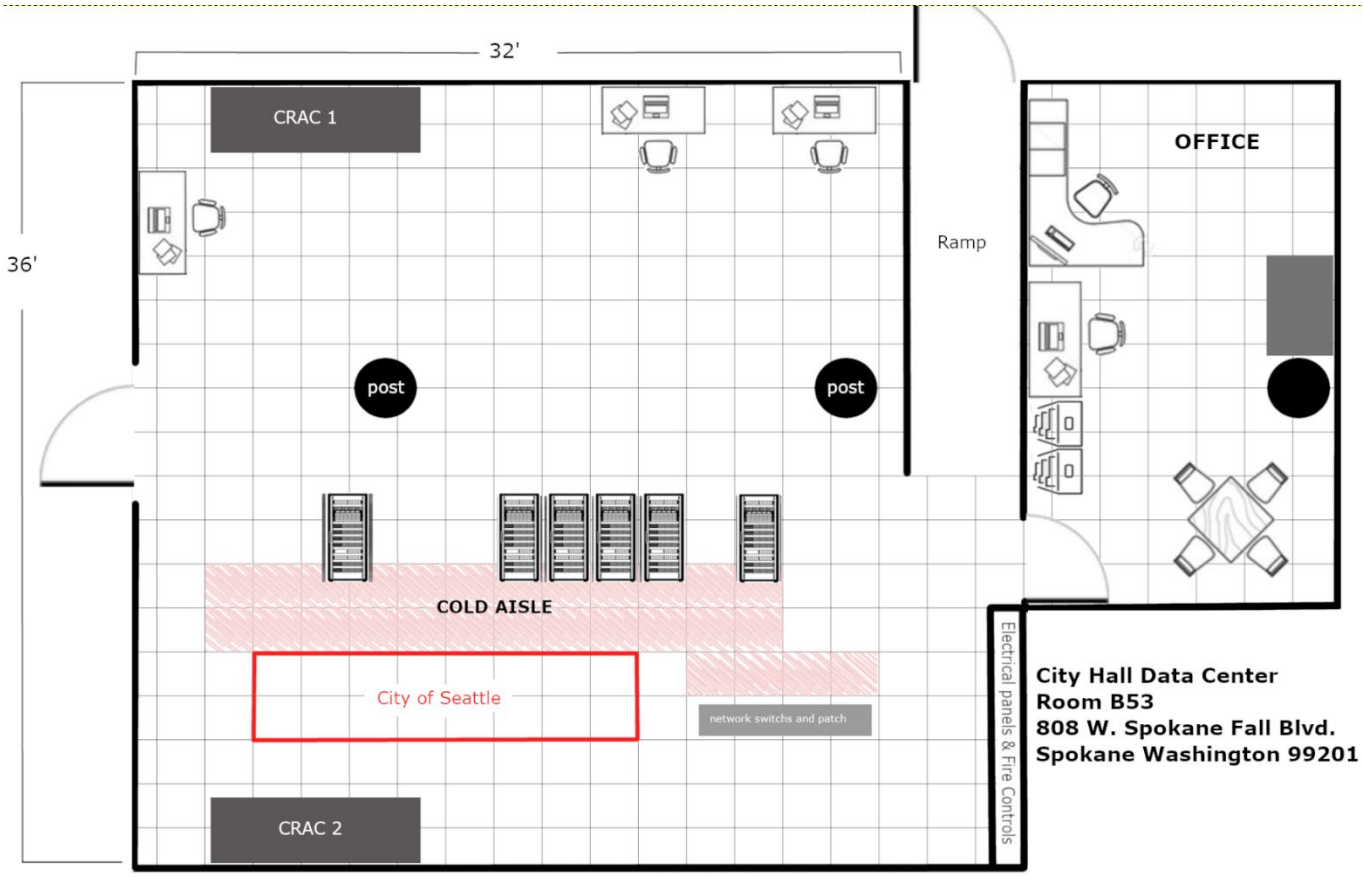
14. FORCE MAJEURE

Neither party shall be deemed to be in breach of this Agreement during any period of time in which it is unable to perform its obligations as a result of the occurrence of an event of force majeure, which shall include, but not be limited to, acts of God, act or order of government, strikes, lockouts, denial or access to or loss of utility service or facilities or any other circumstance beyond the reasonable control and not caused by the fault or negligence of the party claiming force majeure. The required time for performance hereunder by the party claiming force majeure shall be extended to account for any such force majeure event and the party claiming force majeure shall use diligence/best efforts to resume or remedy, as the case may be, the performance of its obligations hereunder as soon as practicable.

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

The City of Seattle	**City of Spokane, Washington**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A



Approximately 1,152 square foot secured data center with raised floor, up to 30 Tons of cooling capacity, 208V power, clean agent fire suppression system, and Liebert EXM UPS.

Agenda Sheet for City Council: **Committee: Date:** N/A **Committee Agenda type:**		**Date Rec'd**	6/30/2025
		Clerk's File #	CPR 2025-0002
		Cross Ref #	
Council Meeting Date: 07/14/2025		**Project #**	
Submitting Dept	ACCOUNTING & GRANTS	**Bid #**	
Contact Name/Phone	REBECCA 625-6005	**Requisition #**	
Contact E-Mail	RGRAYBEAL@SPOKANECITY.ORG		
Agenda Item Type	Claim Item		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5600-CLAIMS THRU 6-27-2025		

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 06/27/2025. Total $15,021,957.24 with Parks & Library Claims being approved by their respective boards. Claims excluding Parks & Library Total $14,543,142.04.

Summary (Background)

Pages 1-54 Check numbers: 611970 - 612191 Credit Card numbers: 001689 - 001726 ACH payment numbers: 142116 - 142390 On file for review in City Clerks Office: 54 Page listing of Claims

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

Amount		**Budget Account**
Expense	**$** 14,543,142.04	**#** Various
Select	**$**	**#**
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	BAIRD, CHRISTI		
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	793,369.52
1100	STREET FUND	604,772.14
1200	CODE ENFORCEMENT FUND	20,526.12
1300	LIBRARY FUND	84,456.94
1360	MISCELLANEOUS GRANTS FUND	1,675.98
1380	TRAFFIC CALMING MEASURES	104,555.54
1390	URBAN FORESTRY FUND	618.24
1400	PARKS AND RECREATION FUND	121,199.87
1425	AMERICAN RESCUE PLAN	82,364.16
1440	FIRE GRANTS MISCELLANEOUS	2,097.39
1460	PARKING METER REVENUE FUND	63,376.16
1500	PATHS AND TRAILS RESERVE FUND	465.28
1560	FORFEITURES & CONTRIBUTION FND	2,073.33
1620	PUBLIC SAFETY & JUDICIAL GRANT	58,636.03
1640	COMMUNICATIONS BLDG M&O FUND	5,645.18
1680	CD/HS OPERATIONS	15,815.46
1940	CHANNEL FIVE EQUIPMENT RESERVE	821.77
1950	PARK CUMULATIVE RESERVE FUND	1,488.42
1970	FIRE/EMS FUND	400,485.01
3200	ARTERIAL STREET FUND	44,934.18
4100	WATER DIVISION	275,947.28
4250	INTEGRATED CAPITAL MANAGEMENT	469,575.08
4300	SEWER FUND	705,107.97
4480	SOLID WASTE FUND	1,531,822.53
4600	GOLF FUND	25,102.77
4700	DEVELOPMENT SVCS CENTER	57,462.74
5100	FLEET SERVICES FUND	666,350.81
5200	PUBLIC WORKS AND UTILITIES	18,569.07
5300	IT FUND	59,376.97
5310	IT CAPITAL REPLACEMENT FUND	9,971.68
5400	REPROGRAPHICS FUND	544.45
5500	PURCHASING & STORES FUND	7,563.06
5600	ACCOUNTING SERVICES	26,885.68
5700	MY SPOKANE	7,236.55
5750	OFFICE OF PERFORMANCE MGMT	18,622.29
5800	RISK MANAGEMENT FUND	1,709.25
5810	WORKERS' COMPENSATION FUND	27,937.82
5820	UNEMPLOYMENT COMPENSATION FUND	80.56
5830	EMPLOYEES BENEFITS FUND	1,888,741.68
5900	FACILITIES MANAGEMENT FUND OPS	30,565.24
5902	PROPERTY ACQUISITION POLICE	87,195.53
5903	PROPERTY ACQUISITION FIRE	1,426.84
5904	FACILITIES CAPITAL	39,805.96
6060	EMPLOYEES' RETIREMENT FUND	2,822.82
6070	FIREFIGHTERS' PENSION FUND	38,494.59
6080	POLICE PENSION FUND	27,764.87
6230	BUILDING CODE RECORDS MGMT	4,415.00
6250	MUNICIPAL COURT	68,959.58
6255	LAW ENFORCEMENT RECORDS MGMT	5,979.00
6730	PARKING & BUSINESS IMPROV DIST	170,263.30
6960	SALARY CLEARING FUND NEW	3,619,627.30

FUND	FUND NAME	AMOUNT
	TOTAL:	12,305,304.99

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	4,103.44	56.98	10.59
00611970	AT&T MOBILITY	6,641.93		
00611971	CENTURYLINK	991.55		
00611972	COMCAST	194.47		
00611973	CRANETECH INC	2,153.50		
00611974	WATERCO OF THE PACIFIC NORTH	103.75		
00611975	YP AUTOMOTIVE INC	775.69		
00611976	INDUSTRIAL WELDING CO INC	10,277.22		
00611977	JENNA DEGEN INTERIORS LLC	141.00		
00611978	CHAMPION CONCRETE PUMPING IN	10.00		
00611979	VALLEY EMPIRE COLLECTION	25.18		
00611980	ANDREW BERKE	17,707.22		
00611981	ANDREW BERKE	17,036.72		
00611982	ANDREW BERKE	17,463.47		
00611983	GEORGE JOHN AND SUSAN GAIL	55.00		
00611984	KARYN KYLLO	250.00		
00611985	REYNALINDA CARDOZA	10.00		
00611986	RICK AND SANDRA OLSEN	8,000.00		
00611987	LEAVITT MACHINERY USA INC	2,372.23		
00611988	CHARLES A BERNHARD	32,730.00		
00611989	MICRONICS ENGINEERED	19,501.12		
00611990	SPOKANE CITY TREASURER	4,388.11		
00611991	T-MOBILE	1,664.63		
00611992	WHITWORTH WATER DISTRICT NO	94.42		
00611993	CENTER POINT PUBLISHING INC		342.78	
00611994	PETER BACHO		150.00	
00611995	PAT MUNTS		200.00	
00611996	SARAH ROONEY		100.00	
00611997	WASHINGTON TRUST BANK		2,238.76	
00611998	BLUE MOON GARDEN & NURSERY L			304.39
00611999	CENTURYLINK			118.55
00612000	FLASHPARKING, INC.			273.11
00612001	MATTHEW JOSEPH HUGHES			2,500.00
00612002	NEALTON INC			172.38
00612003	SPOKANE PUMP INC			103.65
00612004	BRYAN BRISCOE	129.00		
00612005	BERYL FREDRICKSON	162.93		
00612006	GONZAGA UNIVERSITY	4,880.00		
00612007	JACKSON DEESE	700.00		
00612008	MOLLY NAVE	576.80		
00612009	WA STATE TREASURER	73,374.58		
00612010	WASTE MANAGEMENT OF WA DBA	76,398.07		
00612011	WM RECYCLE AMERICA LLC	110,379.99		
00612012	ATLAS SAND AND ROCK INC			1,878.37
00612013	BASELINE INC			955.72
00612014	WATERCO OF THE PACIFIC NORTH			9.82
00612015	DOUGLAS WOMACH			16.00
00612016	MINDY CURRY			14.50
00612017	MINDY CURRY			12.00
00612018	MINDY CURRY			12.00
00612019	PAUL KNOWLES			4.00
00612020	LINDSAY SALTSGIVER			150.00
00612021	EMILY WARREN			7.25

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00612022	EMILY WARREN			7.25
00612023	ASHLEY BEE			7.25
00612024	TERALEE AARON			85.00
00612025	KEVIN BOND			2.60
00612026	KEVIN BOND			6.42
00612027	HARUMI BURNS			84.00
00612028	CYNTHIA BECKLUND			59.00
00612029	DEREK DEAN			21.00
00612030	JILL DOORNINK			50.75
00612031	JILL DOORNINK			50.75
00612032	ROBIN ISHERWOOD			104.00
00612033	MARIANNE NINOS			49.00
00612034	SHARON PIPER			2.00
00612035	SHARON PIPER			7.00
00612036	JERRY ROSENBERGER JR			50.00
00612037	JERRY ROSENBERGER			4.10
00612038	JILL THIBAULT			49.00
00612039	ANGELA VALLEE			7.25
00612040	ANGELA VALLEE			7.25
00612041	ANGELA VALLEE			7.25
00612042	CSWW INC			101.23
00612043	NW SEED & PET INC			134.13
00612044	ZIEGLER LUMBER COMPANY			1,430.13
00612110	ADVANCED HEARING LLC	143.94		
00612111	JAMES T BURKE	171.04		
00612112	WATERCO OF THE PACIFIC NORTH	225.45		
00612113	CARLIN LIVING TRUST	137.97		
00612114	ESTATE OF GLOY M CONNIE WHIT	120.94		
00612115	DANIEL AND CHARLENE BIEBER	122.02		
00612116	HOMERIVER GROUP	121.98		
00612117	HOMERIVER GROUP	156.96		
00612118	HOMERIVER GROUP	122.00		
00612119	MC2 PROPERTIES LLC	141.63		
00612120	MEADOWLANE GREENS LLC	31.70		
00612121	NICHOLAUS J HERR	1,490.67		
00612122	NUKEY REALTY	56.39		
00612123	PETER UNGARO	262.16		
00612124	PROVIDENCE HEALTH AND SERVIC	4,646.31		
00612125	SARAH LOUVIER	112.23		
00612126	SARAH LOUVIER	277.72		
00612127	SPRINKLERS NORTHWEST	500.00		
00612128	STRAHAN REVOCABLE LIVING TRU	29.16		
00612129	TYLER HUFFMAN	180.75		
00612130	WALTER TOBEY	317.53		
00612131	WILLIAM D JOHNSON	640.11		
00612132	WINDERMERE PROPERTY MANAGEME	262.78		
00612133	CATHERINE RAMSEY	86.52		
00612134	CHRIS FIAMENGO	127.62		
00612135	ELLIOT VAN SLYKE	208.17		
00612136	ESTATE OF HAROLD REPLOGLE	94.49		
00612137	HAYDEN HOMES LLC	69.11		
00612138	HAYDEN HOMES LLC	32.90		
00612139	HAYDEN HOMES LLC	121.27		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00612140	HAYDEN HOMES LLC	71.65		

00612141	HAYDEN HOMES LLC	71.21			
00612142	HAYDEN HOMES LLC	32.82			
00612143	HAYDEN HOMES LLC	32.96			
00612144	JODY HOLMES	118.40			
00612145	LYUDMILA NOVAK	137.16			
00612146	RICK AND CLAIRE ROENING	98.56			
00612147	TRAVIS BAIN	365.46			
00612148	URBAN SETTLEMENTS	187.99			
00612149	WINDERMERE LEASE SOURCE	115.41			
00612150	PACIFIC CUSTOM SPORTSWEAR LL	1,548.10			
00612151	PENSER NORTH AMERICA	27,175.00			
00612152	MARTIN PITTMAN	171.41			
00612153	POINTE PEST CONTROL	1,467.40			
00612154	JAMES F POWELL	55.00			
00612155	SPOKANE COUNTY CLERK	246.00			
00612156	SPOKANE POLICE DEPARTMENT	29.45			
00612157	TERRY CARE GROUP LLC	10,221.81			
00612158	WA STATE PATROL	5,979.00			
00612159	OVERHEAD DOOR CORPORATION	6,793.66			
00612160	WELLTOWER PEGASUS TENNANT LL	9,308.00			
00612161	WHITE BLOCK COMPANY INC	1,012.45			
00612162	CENTER FOR NATIVE PLANTS				116.40
00612163	CENTURYLINK				109.83
00612164	CENTURYLINK COMMUNICATIONS I				490.27
00612165	THE ENGRAVER INC				38.19
00612166	NEALTON INC				156.07
00612167	WALTER E NELSON CO				530.49
00612168	ABC LEGAL HOLDINGS LLC	120.31			
00612169	ALCOBRA METALS INC	154.28			
00612170	AT&T MOBILITY	8.68			
00612171	CHILD SUPPORT SERVICES	765.88			
00612172	HUMAN RESOURCES	893.00			
00612173	ICMA RETIREMENT TRUST 457	530,379.11			
00612174	ICMA RETIREMENT TRUST 457 LO	59,516.74			
00612175	ING LIFE INSURANCE & ANNUITY	162,666.92			
00612176	PEOPLE QUALIFIED COMMITTEE	5.00			
00612177	PRE-PAID LEGAL SERVICES INC	319.28			
00612178	SPOKANE COUNTY PROSECUTING	996.65			
00612179	STATE DISBURSMENT UNIT	862.58			
00612180	UNITED STATES TREASURY	12.50			
00612181	US BANK OR CITY TREASURER	2,088,867.72			
00612182	VOYA FINANCIAL LOAN REPAYMEN	3,413.65			
00612183	WA GET PROGRAM	375.00			
00612184	WA STATE SUPPORT REGISTRY OR	16,795.65			
00612185	WASHINGTON LEOFF	1,157,911.27			
00612186	WESTERN STATES POLICE MEDICA	3,250.00			
00612187	REMELISA CULLITAN		96.95		
00612188	JOHN KLINT		3,960.00		
00612189	YOGA BY DACIA		75.00		
00612190	RENEE RAIDT		175.00		
00612191	ATLAS SAND AND ROCK INC				3,772.32
70001689	ALASKA RUBBER GROUP INC	155.60			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
70001690	ANATEK LABS INC	70.00		
70001691	CDW GOVERNMENT INC	68,447.96		
70001692	CINTAS CORPORATION	1,502.89	76.58	
70001693	GALLS LLC	22,071.17		
70001694	HORIZON DISTRIBUTORS			3,664.91

70001695	KERSHAWS INC	728.24			
70001696	NORCO INC	1,321.64			
70001697	OXARC LLC	10,637.60			
70001698	SOLID WASTE SYSTEMS INC	7,480.66			
70001699	PEROVICH PARTNERS INC				866.23
70001700	SPOKANE HOUSE OF HOSE INC	1,496.59			
70001701	TRAFFIC SAFETY SUPPLY INC	1,246.47			
70001702	ANATEK LABS INC	9,798.00			
70001703	ARROW CONCRETE & ASPHALT	40,034.76			
70001704	BIG SKY INDUSTRIAL/DIV OF	5,259.98			
70001705	CINTAS CORPORATION				87.76
70001706	FOSTER GARVEY PC	5,110.84			
70001707	HYDRAULICS PLUS INC	2,191.19			
70001708	KELLER SUPPLY COMPANY				409.58
70001709	GENUINE PARTS COMPANY	348,847.18			
70001710	TITAN TRUCK EQUIPMENT				320.08
70001711	WOODLAND RESOURCE SERVICES I	10,920.91			
70001712	CINTAS CORPORATION	1,487.81			95.75
70001713	DEERE & COMPANY	274,611.28			
70001714	GALLS LLC	277.22			112.36
70001715	HORIZON DISTRIBUTORS				122.15
70001716	PLANET TURF				54.05
70001717	PEROVICH PARTNERS INC				62.78
70001718	SPOKANE HOUSE OF HOSE INC	51.79			
70001719	THOMSON WEST	1,305.99			
70001720	TRAFFIC SAFETY SUPPLY INC	927.35			
70001721	WSF LLC	3,654.28			
70001722	NORTHWEST INDUSTRIAL SERVICE	122.19			
70001723	ARROW CONCRETE & ASPHALT	2,476.56			
70001724	CINTAS CORPORATION		38.39		
70001725	HORIZON DISTRIBUTORS				1,996.53
70001726	PLANET TURF				1,006.45
80142116	ACTION MATERIALS	721.57			73.92
80142117	ALS LABORATORY GROUP	130.00			
80142118	ALSCO DIVISION OF ALSCO INC	18.82			
80142119	AMERIGAS PROPANE LP	705.41			
80142120	APOLLO SHEET METAL INC DBA	3,311.19			
80142121	APPLIED CONTROL EQUIPMENT LL	11,717.62			
80142122	ASSETWORKS INC	295.70			
80142123	ATS INLAND NW LLC	49,583.26			
80142124	AVISTA UTILITIES	23,127.66	7,373.65		
80142125	BACON CONCRETE INC	92,202.97			
80142126	BAKER & TAYLOR BOOKS		154.32		
80142127	BATTERY SYSTEMS INC		283.38		
80142128	BRODART CO		6,604.35		
80142130	BUDINGER & ASSOCIATES INC	8,742.68			
80142131	CAMTEK INC	396.03			
80142132	CATHOLIC CHARITIES	123,791.53			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80142133	CPM DEVELOPMENT CORP DBA	2,604.24		
80142134	COAXSHER INC	1,124.09		
80142135	COLEMAN OIL COMPANY LLC	159,710.45		2,721.52
80142136	CONNELL OIL INC	657.16		
80142137	CONTROL SOLUTIONS NW INC	1,186.06		
80142138	COPIERS NORTHWEST INC	1,392.34		
80142139	CORWIN OF SPOKANE LLC	6,184.79		
80142140	COSCO FIRE PROTECTION INC	1,131.37		
80142141	L N CURTIS & SONS	976.48		

80142142	DE NORA HOLDINGS US INC DBA	67,285.46			
80142143	DELL MARKETING LP	5,123.69			
80142144	DEVRIES INFORMATION MANAGEME	25.84			
80142145	GWP HOLDINGS LLC	912.65			
80142146	DOWL LLC	974.95			
80142147	ENVIRONMENT CONTROL OF SPOKA	240.02			
80142148	EUROFINS ENVIRONMENT TESTING	1,619.50			
80142149	EVERGREEN STATE TOWING LLC	2,196.33			
80142150	SHELLEY FAIRWEATHER-VEGA		180.01		
80142151	FASTENAL CO	4,870.06			
80142152	FEDERAL EXPRESS CORP/DBA FED	58.60			
80142153	FERGUSON ENTERPRISES INC				696.23
80142154	GORLEY LOGISTICS LLC	83.25			
80142155	FISHER CONSTRUCTION GROUP IN	556.41			
80142156	FISHER SCIENTIFIC	3,931.71			
80142157	FLUID CONTROLS & COMPONENTS	5,354.67			
80142158	FRANCIS AVENUE HARDWARE				82.35
80142159	W W GRAINGER INC	18,849.16			
80142160	GUNARAMA WHOLESALE INC	1,035.33			
80142161	HASA INC	15,311.06			
80142162	HOME DEPOT USA INC		1,776.15		
80142163	HISPANIC BUSINESS ASSOCIATIO	31,858.70			
80142164	KATHERINE MACKENZIE STUART D		100.00		
80142165	INGRAM LIBRARY SERVICES LLC		11,947.91		
80142166	CPM DEVELOPMENT CORP DBA	246,501.89			
80142167	INLAND ENVIRONMENTAL RESOURC	7,718.08			
80142168	INLAND PACIFIC TRAILER	3,072.70			
80142169	INLAND POWER & LIGHT CO	222.76			
80142170	INSOURCE INC	7,500.00			
80142171	KEMIRA WATER SOLUTIONS INC	80,243.72			
80142172	KEYSTONE LAWN & TREE CARE	2,727.50			
80142173	KPFF CONSULTING ENGINEERS	16,383.89			
80142174	LIFE ASSIST INC	305.19			
80142175	SCP DISTRIBUTORS LLC				7,496.16
80142176	LONG BUSINESS FORMS LLC	703.70			
80142177	LSB CONSULTING ENGINEERS PLL	476.25			
80142178	MACKAY METERS INC	53,484.32			
80142179	MANZANITA HOUSE	9,557.94			
80142180	MCGUIRE BEARING CO				107.08
80142181	MEGA WASH LLC	4,983.62			
80142182	MIDWEST TAPE		2,111.81		
80142183	CAR WASH PARTNERS LLC	256.00			
80142184	MUNICIPAL EMERGENCY SERVICES	4,520.39			
80142185	NAPA AUTO PARTS	1,685.49			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80142186	NORFOLK BEARINGS & SUPPLY CO	9,800.00		
80142187	NORTH DIVISION MUFFLER CLINI	69.76		
80142188	NORTHSTAR CHEMICAL INC	4,430.33		
80142189	NOVUS AUTO GLASS	65.35		
80142190	NW HANDLING SYSTEMS INC	8,911.93		
80142191	OVERDRIVE INC		29,915.34	
80142192	PACIFIC POWER GROUP LLC	2,968.58		
80142193	PAPE MACHINERY INC	148.49		
80142194	PARAMETRIX INC	18,410.95		
80142195	PETE LIEN & SONS INC	10,850.45		
80142196	POMP'S TIRE SERVICE INC	23,897.54		
80142198	RAY TURF FARMS INC	149.19		
80142199	RENCORP REALTY LLC	15,046.00		

80142200	RIDGELINE UTILITIES LLC	7,369.72			
80142201	RIVER PARK SQUARE LLC	3,000.00			
80142202	MARY F ROE				598.50
80142203	SALISH SCHOOL OF SPOKANE	34,181.32			
80142204	SERPENTIX CONVEYOR CORP	2,762.33			
80142205	SHAMROCK MANUFACTURING INC	148.78			
80142206	SIMPLIFILE LC	5,305.32			
80142207	SITEONE LANDSCAPE SUPPLY LLC	812.89			4,636.45
80142208	SPECIALTY MOBILE MIX INC	529.14			
80142209	SPECIALTY MACHINING & MFG CO	4,582.20			
80142210	JONATHAN KIP SPILKER	5,205.00			
80142211	HESTON HARDWARE				379.33
80142212	DAVID GILBERT				1,200.00
80142213	TRANSITIONS	4,391.68			
80142214	TWO RIVERS TERMINAL LLC	8,932.80			
80142215	URM STORES INC				638.45
80142216	US BANK TRAVEL CARD	1,955.20			
80142217	VALMONT INDUSTRIES INC	10,777.99			
80142218	VERIZON WIRELESS	1,877.99	80.02		
80142219	VESTIS GROUP INC	2,468.01			
80142220	VOLUNTEERS OF AMERICA OF	545,164.56			
80142221	VWR INTERNATIONAL	1,053.65			
80142222	WA STATE DEPT OF ECOLOGY	4,800.00			
80142223	WALT'S MAILING SERVICE				5,187.60
80142224	WASHINGTON EQUIPMENT	2,264.65			
80142225	WESTERN EQUIPMENT DISTRIBUTO				79.93
80142226	WESTERN GLOVE INC				784.84
80142227	WESTSIDE MOTORSPORTS	3,570.77			
80142228	WILBUR ELLIS COMPANY				454.29
80142229	WILDROSE LTD dba				188.20
80142230	LEON HOPKINS	193.00			
80142231	LOREN MICHAEL MCDEID	180.00			
80142232	NEIL, MASON		76.65		
80142233	JAMES SAKAMOTO	943.58			
80142234	SHARMA SHIELDS		136.00		
80142235	KAREN STRATTON	105.00			
80142236	ADVANCED CHEMICAL TRANSPORT	2,366.00			
80142237	BARR-TECH LLC	283,341.36			
80142238	THE FA BARTLETT TREE EXPERT				2,291.10
80142239	INDUSTRIAL SERVICES SOLUTION	80,798.60			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80142240	THE BLUE DOOR THEATRE	1,000.00		
80142241	CATHOLIC CHARITIES	47,919.03		
80142242	COLEMAN OIL COMPANY LLC			3,294.90
80142243	COLUMBIA ELECTRIC SUPPLY/DIV	7,188.60		
80142244	COMMUNITY FRAMEWORKS	11,336.52		
80142245	CUMMINS INC	18,595.84		
80142246	DW EXCAVATING INC	198,700.35		
80142247	ECOCHEM ANALYTICS INC	11,958.17		
80142248	EMPIRE HEALTH FOUNDATION	1,000,212.59		
80142249	ENVIRONMENTAL RESOURCE	404.02		
80142250	EVERGREEN STATE TOWING LLC	738.61		
80142251	FAMILY PROMISE OF SPOKANE	7,629.59		
80142252	FASTENAL CO			394.66
80142253	FINLEY BUTTES LIMITED	343,142.76		
80142254	FIRE CONTROL SPRINKLER SYSTE	1,215.00		
80142255	FRANCIS AVENUE HARDWARE			42.53
80142256	FULCRUM ENVIRONMENTAL	5,980.00		

80142257	GLOVER MANSION EVENTS LLC			3,503.96
80142258	MARUBENI AMERICA CORPORATION			390.88
80142259	HELFRICH BROTHERS BOILER WOR	1,953.95		
80142260	HRA VEBA TRUST	20,600.00		
80142261	JACOBS ENGINEERING GROUP INC	22,820.00		
80142262	KAISER FOUNDATION HEALTH PLA	110,342.14		
80142263	SCP DISTRIBUTORS LLC			10,992.95
80142264	MCCOY POWER CONSULTANTS INC	7,800.00		
80142265	NALCO CO	3,899.45		
80142266	NOVUS AUTO GLASS	1,747.92		
80142267	PERFORMANCE SYSTEMS			714.16
80142268	POMP'S TIRE SERVICE INC	5,189.77		
80142269	PREMERA BLUE CROSS OR	487,711.26		
80142270	BRANDSAFWAY SERVICES INC	263,391.95		
80142271	SENSKE PEST CONTROL	2,312.92		
80142272	SHERWIN WILLIAMS CO			101.44
80142273	SITEONE LANDSCAPE SUPPLY LLC			122.88
80142274	SPOKANE NEIGHBORHOOD ACTION	66,066.07		
80142275	HESTON HARDWARE			1,148.21
80142276	SPOKANE FIRE FIGHTERS BENEFI	16,500.00		
80142277	SPOKANE POWER TOOL & HDWE			127.60
80142278	SPOKANE PRO CARE INC	449.49		
80142279	SPRING ENVIRONMENTAL INC	440.00		
80142280	STAR RENTALS & SALES			1,030.93
80142281	TOBY'S BODY & FENDER INC	4,888.15		
80142282	CHESTER JOHN CASKEY			200.00
80142283	UNITED STATES ELECTRIC CORP	9,879.01		
80142284	VERIZON WIRELESS LERT B	299.67		
80142285	VOLUNTEERS OF AMERICA OF	41,650.12		
80142286	WILBUR ELLIS COMPANY			14,146.78
80142287	WILDROSE LTD dba			2,504.99
80142288	YWCA	68,612.17		
80142289	HOWARD F DELANEY	529.40		
80142290	JACOB P JONES	630.00		
80142291	KATIE KOSANKE	298.80		
80142292	MICHAEL L THOMAS	54.86		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80142293	ACTION MATERIALS	197.05		
80142294	ALLIANT INSURANCE SERVICES I	9,050.00		
80142295	AVISTA UTILITIES	235,092.58		79,592.75
80142296	BUD CLARY CHEVROLET JEEP EAG	62,545.72		
80142297	DOWNTOWN SPOKANE PARTNERSHIP	145,749.49		
80142298	COLEMAN OIL COMPANY LLC	5,499.24		
80142299	COMMUNITY FRAMEWORKS	2,887.46		
80142300	STEVE CONNER			46,760.51
80142301	CORWIN OF SPOKANE LLC	7,197.32		
80142302	CREEK AT QUALCHAN GOLF COURS			43,906.58
80142303	CUES INC	5,356.26		
80142304	DEER OAKS EAP SERVICES LLC	4,972.00		
80142305	CHARLES R DELGADO	224.25		
80142306	DELL MARKETING LP	12,636.85		
80142307	EAST SPOKANE BUSINESS	24,513.81		
80142308	EDEN ADVANCED PEST			272.75
80142309	EUROFINS ENVIRONMENT TESTING	147.00		
80142310	EXCELSIOR WELLNESS	220,944.49		
80142311	FAHLO LLC			615.00
80142312	FASTENAL CO			4.33
80142313	FRANCIS AVENUE HARDWARE			49.27

80142314	GRANITE TELECOMMUNICATIONS L	57,819.38			
80142315	GROUNDWATER SOLUTIONS INC	31,780.52			
80142316	HDR ENGINEERING INC	3,080.57			
80142317	INLAND PACIFIC TRAILER	193.45			
80142318	INLAND POWER & LIGHT CO	120.00			
80142319	K & L GATES LLP	7,585.65			
80142320	MARTIN LUTHER KING JR FAMILY	37,534.56			
80142321	MUTUAL MATERIALS CO INC				32.94
80142322	NE COMMUNITY CENTER ASSN	19,618.91			
80142323	PAR WEST TURF SERVICES, INC				928.00
80142324	PATRIOT FIRE PROTECTION INC	474.59			
80142325	REXEL INC				36.48
80142326	PMTECH INC	7,700.00			
80142327	POMP'S TIRE SERVICE INC	7,172.16			
80142328	POWER CITY ELECTRIC INC	7,352.25			
80142329	POWERCOM.INC	3,979.97			
80142330	PROVOST PROFESSIONAL	462.60			
80142331	GIANNA INC dba				418.03
80142332	MATTHEW ROSE	2,498.00			
80142333	SANDBAGGERS CLUB LLC				32,541.50
80142334	SPECIALTY MOBILE MIX INC				621.87
80142335	HESTON HARDWARE				209.81
80142336	SPOKANE COUNTY TREASURER	65,710.75			
80142337	SPOKANE POLICE CHAPLAINCY	2,201.45			
80142338	T & T GOLF MANAGEMENT INC				55,011.59
80142339	TENANTS UNION OF WASHINGTON	1,940.00			
80142340	TRANSITIONS	10,642.34			
80142341	URM STORES INC				511.92
80142342	US BANK P CARD PAYMENTS	134,154.68			
80142343	VERIZON WIRELESS	513.72			4,162.66
80142344	VESTIS GROUP INC	290.04			
80142345	VOLT MANAGEMENT CORP	12,672.00			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80142346	WA STATE DEPT OF ECOLOGY	222,529.05		
80142347	WILBUR ELLIS COMPANY			70.84
80142348	WILDROSE LTD dba			714.77
80142349	YWCA	24,184.66		
80142350	JERRY W SWANSON	97.23		
80142351	JOHN TYLER	5,175.00		
80142352	ROBERT WALKER	405.00		
80142353	AFLAC/AMERICAN FAMILY LIFE	13,900.30		
80142354	ALSCO DIVISION OF ALSCO INC	188.41		
80142355	AVISTA UTILITIES	48,619.86	10,075.67	
80142356	JOHN MENETTO	3,575.00		
80142357	CAMTEK INC			589.14
80142358	COLEMAN OIL COMPANY LLC			4,484.83
80142359	DELTA DENTAL OF WASHINGTON	68,465.98		
80142360	DIGNITARY PROTECTION TEAM FU	240.00		
80142361	EDU MEMBERSHIP FUND	32.50		
80142362	POLICE GUILD LEGAL DEFENSE	612.00		
80142363	MARUBENI AMERICA CORPORATION			1,745.60
80142364	HRA VEBA TRUST	81,895.05		
80142365	KAISER FOUNDATION HEALTH PLA	231,729.39		
80142366	LT & CAPT ASSOCIATION - LTD	715.00		
80142367	LTS & CPTS LEGAL DEFENSE FUN	44.00		
80142368	M & P ASSOCIATION	3,594.70		
80142369	WORKSPACE DEVELOPMENT LLC		26,652.98	
80142370	PERFORMANCE SYSTEMS			1,391.95

80142371	PREMERA BLUE CROSS	76,283.20			
80142372	REHN & ASSOCIATES	26,856.81			
80142373	SPOKANE POLICE BENEFIT ASSOC	397.50			
80142374	SPOKANE POLICE CHAPLAIN	3,850.00			
80142375	SPOKANE POLICE K-9 MEMBERSHI	175.00			
80142376	SPOKANE POLICE GUILD LONG	19,955.00			
80142377	SPOKANE FIRE FIGHTERS BENEFI	74,505.66			
80142378	SPOKANE FIRE FIGHTERS BENEFI	679.30			
80142379	SPOKANE FIRE FIGHTERS BENEFI	862,268.83			
80142380	SPOKANE POLICE GUILD FRATERN	829.83			
80142381	STANDARD INSURANCE COMPANY	13,130.50			
80142382	SPOKANE POLICE SWAT TEAM	670.00			
80142383	SPOKANE POLICE TACTICAL TEAM	503.00			
80142384	TOBY'S BODY & FENDER INC	11,988.31			
80142385	US BANK TRUST NA	1,221,741.68			
80142386	WA ST COUNCIL OF CITY & COUN	33,073.53			
80142387	WESTERN EQUIPMENT DISTRIBUTO				9,916.11
80142388	WSCCCE, AFSCME, AFL-CIO	366.30			
80142389	AMANDA DONOVAN			22.68	
80142390	VANESSA C STRANGE			10.90	
		14,543,142.04	105,012.26		373,802.94
	CITYWIDE TOTAL:				15,021,957.24

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

JENNA DEGEN INTERIORS LLC 3203 NE 45TH AVE	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00611977	141.00
K & L GATES LLP	LEGAL SERVICES ACH PMT NO. - 80142319	6,754.05
TOTAL FOR 0020 - NONDEPARTMENTAL		6,895.05

0030 - POLICE OMBUDSMAN

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	275.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	1,081.25
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80142342	39.61
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80142342	30.00
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80142342	400.00
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80142342	350.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	1,502.95
TOTAL FOR 0030 - POLICE OMBUDSMAN		3,678.81

0100 - GENERAL FUND

ANDREW BERKE COGWHEEL PROPERTY DEVELOPMENT	PERMIT REFUNDS PAYABLE CHECK NO. - 00611982	44,897.03
CHARLES A BERNHARD DBA MAJESTIC VIEW FORESTRY LLC	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00611988	32,730.00
INSOURCE INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80142170	7,500.00
SIMPLIFILE LC	DUE TO OTHER GOVERNMENTAL UNIT ACH PMT NO. - 80142206	303.50
SPOKANE COUNTY PROSECUTING ATTORNEY	COUNTY CRIME VICTIM & WITNESS CHECK NO. - 00612178	996.65
US BANK P CARD PAYMENTS	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80142342	2,868.84

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	PCARD ADVANCE PYMT REC ACH PMT NO. - 80142342	219,862.45-

US BANK P CARD PAYMENTS	TRAVEL CARD ADVANCE PYMT ACH PMT NO. - 80142342	2,073.83-
US BANK TRAVEL CARD	TRAVEL CARD ADVANCE PYMT ACH PMT NO. - 80142216	1,955.20
TOTAL FOR 0100 - GENERAL FUND		130,685.06-

0230 - CIVIL SERVICE

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	795.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	MERIT SYSTEM ANALYST III CHECK NO. - 00612173	75.00
KAREN STRATTON	OTHER MISC CHARGES ACH PMT NO. - 80142235	105.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	3,675.77
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80142342	1,358.25
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80142342	1,313.96
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80142342	116.40
US BANK P CARD PAYMENTS	PROFESSIONAL SERVICES ACH PMT NO. - 80142342	160.00
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80142342	3,225.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	5,381.05
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	293.48
TOTAL FOR 0230 - CIVIL SERVICE		16,498.91

0260 - CITY CLERK

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	310.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	1,935.19

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80142342	200.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	2,792.33

TOTAL FOR 0260 - CITY CLERK		5,237.52

0320 - COUNCIL

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	1,110.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	LEGISLATIVE ASSISTANT I & II CHECK NO. - 00612173	100.00
JACKSON DEESE	REGISTRATION/SCHOOLING CHECK NO. - 00612007	700.00
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80142201	1,400.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	4,982.23
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80142342	426.25
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80142342	31.62
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80142342	32.77
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80142342	481.48
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80142342	51.80
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	6,643.58
WA STATE DEPT OF REVENUE	PRINTING/BINDING/REPRO -	40.54
TOTAL FOR 0320 - COUNCIL		16,000.27

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	470.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	2,605.18

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES ACH PMT NO. - 80142342	6,276.38
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80142342	183.29
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80142342	2,690.94
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80142342	2.15

US BANK P CARD PAYMENTS	SMART PHONES, IPAD, TABLETS ACH PMT NO. - 80142342	17.44
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80142342	409.11
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	3,624.56
VESTIS GROUP INC DBA VESTIS SERVICES INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80142344	259.48
WA STATE DEPT OF REVENUE	CONTRACTUAL SERVICES -	123.76
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	16.68
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	5.65
TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS		16,684.62

0370 - ENGINEERING SERVICES

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80142138	211.08
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	3,308.11
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	PUBLIC WORKS JOURNEY LEVEL INS CHECK NO. - 00612173	20.00
PMTECH INC DBA PMWEB	CONTRACTUAL SERVICES ACH PMT NO. - 80142326	5,133.33
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80142201	200.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	16,620.49
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80142342	246.34

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80142342	637.59
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80142342	377.49
US BANK P CARD PAYMENTS	POWER TOOLS/EQUIPMENT ACH PMT NO. - 80142342	794.48
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80142342	550.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	23,846.38

TOTAL FOR 0370 - ENGINEERING SERVICES		51,945.29

0410 - FINANCE

CDW GOVERNMENT INC	OFFICE SUPPLIES CREDIT CARD PMT NO. - 70001691	320.18
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	960.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	TAXES & LICENSES SPECIALIST CHECK NO. - 00612173	15.00
SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80142336	64,518.17
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	3,955.92
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80142342	22.69
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80142342	2.17
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80142342	235.17
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80142342	100.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	5,621.00
TOTAL FOR 0410 - FINANCE		75,750.30

0450 - NEIGHBHD HOUSING HUMAN SVCS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	175.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	807.07
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	1,159.48
TOTAL FOR 0450 - NEIGHBHD HOUSING HUMAN SVCS		2,141.55

0470 - HISTORIC PRESERVATION

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	160.00
SIMPLIFILE LC	LEGAL SERVICES ACH PMT NO. - 80142206	937.34
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS (CITY)	CHECK NO. - 00612181	527.78
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80142385	764.12
TOTAL FOR 0470 - HISTORIC PRESERVATION		2,389.24

0480 - OFFICE OF CIVIL RIGHTS

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00612181	401.66
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80142385	558.54
TOTAL FOR 0480 - OFFICE OF CIVIL RIGHTS		960.20

0500 - LEGAL

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80142355	838.38
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80142355	119.91
DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80142306	2,382.44
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00612173	1,975.00
ICMA RETIREMENT TRUST 457	SPL APPTD ASST CITY PROSECUTOR	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00612173	60.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00612181	11,736.26

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	CLE TRAVEL	
	ACH PMT NO. - 80142342	315.00
US BANK P CARD PAYMENTS	JUDGEMENTS/DAMAGES	
	ACH PMT NO. - 80142342	405.00
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80142342	214.41
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80142385	16,595.04
VESTIS GROUP INC	OPERATING SUPPLIES	
DBA VESTIS SERVICES INC	ACH PMT NO. - 80142344	30.56
TOTAL FOR 0500 - LEGAL		34,672.00

0520 - MAYOR

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00612173	550.00

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DIRECTOR-EMERGENCY MANAGEMENT CHECK NO. - 00612173	100.00
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80142201	400.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	4,302.08
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80142342	123.79
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80142342	4,000.00
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80142342	81.02
US BANK P CARD PAYMENTS	PROMOTIONAL SUPPLIES ACH PMT NO. - 80142342	445.50
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80142342	2,287.95
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	4,567.87
WA STATE DEPT OF REVENUE	PRINTING/BINDING/REPRO -	7.37
WA STATE DEPT OF REVENUE	PROMOTIONAL SUPPLIES -	40.54
TOTAL FOR 0520 - MAYOR		16,906.12

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0550 - NEIGHBORHOOD SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	250.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	1,243.69
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80142342	168.99
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	1,765.28
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		3,427.96

0560 - MUNICIPAL COURT

CHAMPION CONCRETE PUMPING INC 26769 W HWY 53	CASH OVER/SHORT CHECK NO. - 00611978	10.00
DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80142143	4,837.27
HOWARD F DELANEY	OTHER TRANSPORTATION EXPENSES	

	ACH PMT NO. - 80142289	309.40
HOWARD F DELANEY	PER DIEM	
	ACH PMT NO. - 80142289	220.00
ICMA RETIREMENT TRUST 457	COURT CLERK I	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00612173	30.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00612173	2,295.00
MOLLY NAVE	OTHER TRANSPORTATION EXPENSES	
	CHECK NO. - 00612008	401.80
MOLLY NAVE	PER DIEM	
	CHECK NO. - 00612008	175.00
SPOKANE COUNTY TREASURER	SPOKANE COUNTY	
	ACH PMT NO. - 80142336	1,192.58
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00612181	10,796.12
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80142342	56.28
US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80142342	291.62
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80142342	307.34

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80142342	312.07
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80142342	8.71-
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80142342	39.00
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80142385	15,737.70
VALLEY EMPIRE COLLECTION	CASH OVER/SHORT	
8817 E MISSION SUITE 101	CHECK NO. - 00611979	25.18
	TOTAL FOR 0560 - MUNICIPAL COURT	37,027.65

0570 - OFFICE OF HEARING EXAMINER

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00612173	160.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00612181	572.71
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80142385	814.88

TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER		1,547.59

0620 - HUMAN RESOURCES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	667.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	3,228.97
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80142342	1,002.42
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	4,651.51
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	48.18
TOTAL FOR 0620 - HUMAN RESOURCES		9,598.58

0650 - PLANNING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	885.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	3,917.64
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80142342	265.63
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80142342	387.10
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80142342	322.85
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80142342	402.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	5,742.37
TOTAL FOR 0650 - PLANNING SERVICES		11,922.59

0680 - POLICE

AT&T MOBILITY	CELL PHONE CHECK NO. - 00611970	6,641.93
AVISTA UTILITIES	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80142124	2,581.97
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80142124	6,396.98
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80142124	1,627.61

CENTURYLINK	ALARM/SECURITY SERVICES CHECK NO. - 00611971	152.88
CENTURYLINK	TELEPHONE CHECK NO. - 00611971	433.85
COMCAST	IT/DATA SERVICES CHECK NO. - 00611972	194.47
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80142149	2,030.50
GALLS LLC	CLOTHING CREDIT CARD PMT NO. - 70001693	11,125.00
GALLS LLC	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70001693	1,121.55
GALLS LLC	PROTECTIVE GEAR/CLOTHING CREDIT CARD PMT NO. - 70001693	9,824.62
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80142154	83.25

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GRANITE TELECOMMUNICATIONS LLC	ALARM/SECURITY SERVICES ACH PMT NO. - 80142314	2,130.28
GRANITE TELECOMMUNICATIONS LLC	TELEPHONE ACH PMT NO. - 80142314	4,491.74
GUNARAMA WHOLESALE INC	OPERATING SUPPLIES ACH PMT NO. - 80142160	1,035.33
HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS	HRA-POST EMPLOYMENT ACH PMT NO. - 80142260	20,600.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	97,142.60
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DETECTIVE CHECK NO. - 00612173	2,076.74
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	POLICE CORPORAL CHECK NO. - 00612173	358.79
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	POLICE OFFICER CHECK NO. - 00612173	318.93
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	POLICE RECORDS SPECIALIST CHECK NO. - 00612173	10.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	POLICE SERGEANT CHECK NO. - 00612173	477.53
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	SENIOR POLICE OFFICER CHECK NO. - 00612173	1,099.03
JACOB P JONES	LODGING ACH PMT NO. - 80142290	630.00
JERRY W SWANSON	LOCAL MILEAGE ACH PMT NO. - 80142350	97.23

JOHN TYLER	TUITION REIMBURSEMENT ACH PMT NO. - 80142351	5,175.00
KERSHAWS INC	OFFICE SUPPLIES CREDIT CARD PMT NO. - 70001695	728.24
MATTHEW ROSE	TUITION REIMBURSEMENT ACH PMT NO. - 80142332	2,498.00
MICHAEL L THOMAS	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80142292	54.86
RENCORP REALTY LLC	OPERATING RENTALS/LEASES ACH PMT NO. - 80142199	15,046.00
SPOKANE POLICE CHAPLAINCY BOARD	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80142337	2,201.45
SPOKANE POLICE DEPARTMENT IMPREST FUND	PROMOTIONAL SUPPLIES CHECK NO. - 00612156	29.45

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	64,743.57
US BANK P CARD PAYMENTS	BACKGROUND CHECKS ACH PMT NO. - 80142342	298.49
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80142342	221.08
US BANK P CARD PAYMENTS	IT/DATA SERVICES ACH PMT NO. - 80142342	427.71
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80142342	2,503.58
US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES ACH PMT NO. - 80142342	1,350.08
US BANK P CARD PAYMENTS	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80142342	56.52
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80142342	512.09
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80142342	6,432.85
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80142342	819.44
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80142342	235.83
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80142342	185.38
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80142342	4,300.67
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142342	191.30
US BANK P CARD PAYMENTS	TVS/AUDIO VISUAL EQUIPMENT	

	ACH PMT NO. - 80142342	709.58
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	39,619.26
VESTIS GROUP INC DBA VESTIS SERVICES INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80142219	2,468.01
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	170.62
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	1.45
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00612185	238,957.84

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WESTERN STATES POLICE MEDICAL TRUST	VEBA MEDICAL SAVINGS-POLICE CHECK NO. - 00612186	2,275.00
TOTAL FOR 0680 - POLICE		564,896.16

0690 - COMMUNITY JUSTICE SERVICES

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80142138	204.67
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	1,185.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	6,233.74
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80142342	145.10
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	9,211.81
TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES		16,980.32

0700 - PUBLIC DEFENDER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80142355	838.38
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80142355	119.91
CHARLES R DELGADO DBA DELGADO INVESTIGATIONS LLC	LEGAL SERVICES ACH PMT NO. - 80142305	224.25
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	1,310.00
PROVOST PROFESSIONAL INVESTIGATIONS	LEGAL SERVICES ACH PMT NO. - 80142330	462.60
THOMSON WEST WEST PUBLISHING PAYMENT CTR	PUBLICATIONS CREDIT CARD PMT NO. - 70001719	1,305.99

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	7,883.82
US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES ACH PMT NO. - 80142342	68.96
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80142342	454.66
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	10,958.56

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0700 - PUBLIC DEFENDER	23,627.13

0750 - COMMUNITY/ECONOMIC DEV SVC

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	250.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	1,211.45
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80142342	132.67
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80142342	1,420.00
US BANK P CARD PAYMENTS	PUBLICATIONS ACH PMT NO. - 80142342	58.45
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80142342	446.08
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	1,742.75
WA STATE DEPT OF REVENUE	PUBLICATIONS -	5.32
TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV SVC		5,266.72

1100 - STREET FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80142355	279,258.96
CENTURYLINK	TELEPHONE CHECK NO. - 00611971	153.74
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80142138	589.15
CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142166	246,501.89
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80142151	907.08

GRANITE TELECOMMUNICATIONS LLC	TELEPHONE ACH PMT NO. - 80142314	1,501.48
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	4,961.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	STREET MAINTENANCE OPERATOR II CHECK NO. - 00612173	60.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80142318	120.00
SHAMROCK MANUFACTURING INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142205	148.78
SPECIALTY MOBILE MIX INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142208	529.14
TRAFFIC SAFETY SUPPLY INC	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70001720	927.35
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	22,765.77
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80142342	387.73
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80142342	196.27
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80142342	7,975.37
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142342	3,549.58
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80142342	517.13
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	32,366.10
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80142218	702.84
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80142218	519.14
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	39.22
WHITWORTH WATER DISTRICT NO 2	PUBLIC UTILITY SERVICE CHECK NO. - 00611992	94.42
TOTAL FOR 1100 - STREET FUND		604,772.14

1200 - CODE ENFORCEMENT FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	1,430.00
ICMA RETIREMENT TRUST 457	NEIGHBORHOOD HOUSING SPEC	

% FIRST NATIONAL BANK OF MD	CHECK NO. - 00612173	50.00
NORTHWEST INDUSTRIAL SERVICES	OPERATING RENTALS/LEASES	
DBA AMERICAN ON SITE SERVICES	CREDIT CARD PMT NO. - 70001722	122.19

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SIMPLIFILE LC	LEGAL SERVICES	
	ACH PMT NO. - 80142206	2,807.64
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00612181	5,940.21
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80142342	75.69
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80142342	381.56
US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT	
	ACH PMT NO. - 80142342	447.88
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO	
	ACH PMT NO. - 80142342	15.70
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80142385	9,133.55
WATERCO OF THE PACIFIC NORTH	NON-TRAVEL MEALS/LGHT RFRSHMT	
WEST, INC	CHECK NO. - 00612112	121.70
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		20,526.12

1300 - LIBRARY FUND

ICMA RETIREMENT TRUST 457	COMMUNICATIONS COORDINATOR	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00612173	1.58
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00612173	3,128.42
ICMA RETIREMENT TRUST 457	LIBRARIAN	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00612173	60.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00612181	20,905.37
US BANK P CARD PAYMENTS	ADVERTISING	
	ACH PMT NO. - 80142342	3,542.68
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80142342	811.62
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80142342	84.55
US BANK P CARD PAYMENTS	DUE FROM OTHER GOVT UNIT - SPS	
	ACH PMT NO. - 80142342	237.75
US BANK P CARD PAYMENTS	IT/DATA SERVICES	
	ACH PMT NO. - 80142342	3,171.64
US BANK P CARD PAYMENTS	LIBRARY BOOKS/OTHER MATERIALS	
	ACH PMT NO. - 80142342	7,939.67

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	MACHINERY/EQUIPMENT ACH PMT NO. - 80142342	2,656.08
US BANK P CARD PAYMENTS	MISC REPAIRS/MAINTENANCE ACH PMT NO. - 80142342	879.19
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80142342	4,434.85
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80142342	14.18
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80142342	248.00
US BANK P CARD PAYMENTS	PROMOTIONAL SUPPLIES ACH PMT NO. - 80142342	2,250.00
US BANK P CARD PAYMENTS	RECREATIONAL SUPPLIES ACH PMT NO. - 80142342	2,752.87
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80142342	47.40
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142342	3,105.32
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80142342	34.89
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	28,104.26
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	41.85
WA STATE DEPT OF REVENUE	RECREATIONAL SUPPLIES -	4.77
TOTAL FOR 1300 - LIBRARY FUND		84,456.94

1360 - MISCELLANEOUS GRANTS FUND

US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80142342	1,584.92
US BANK P CARD PAYMENTS	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80142342	2,868.84-
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80142342	110.84
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80142342	91.06
US BANK P CARD PAYMENTS	OPERATIONAL TRAVEL ACH PMT NO. - 80142342	2,655.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	PROFESSIONAL SERVICES ACH PMT NO. - 80142342	103.00
TOTAL FOR 1360 - MISCELLANEOUS GRANTS FUND		1,675.98

1380 - TRAFFIC CALMING MEASURES

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80142355	211.88
BACON CONCRETE INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80142125	92,202.97
DOWL LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80142146	377.50
GEORGE JOHN AND SUSAN GAIL HOTCHKO	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00611983	55.00
KARYN KYLLO 707 W 5TH AVE APT 1108	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00611984	250.00
REYNALINDA CARDOZA 1740 W RIVERSIDE AVE APT 3	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00611985	10.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	274.73
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	395.47
VALMONT INDUSTRIES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80142217	10,777.99
TOTAL FOR 1380 - TRAFFIC CALMING MEASURES		104,555.54

1390 - URBAN FORESTRY FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	50.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	232.43
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	335.81
TOTAL FOR 1390 - URBAN FORESTRY FUND		618.24

1400 - PARKS AND RECREATION FUND

GRANITE TELECOMMUNICATIONS LLC	OPERATING RENTALS/LEASES ACH PMT NO. - 80142314	322.09

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GRANITE TELECOMMUNICATIONS LLC	TELEPHONE

	ACH PMT NO. - 80142314	3,343.19
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	CASH ACCOUNTING CLERK II CHECK NO. - 00612173	5.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	4,820.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	RECREATION ASSISTANT CHECK NO. - 00612173	60.00
KATIE KOSANKE	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80142291	205.80
KATIE KOSANKE	PER DIEM ACH PMT NO. - 80142291	93.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	40,319.21
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80142342	1,379.91
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES ACH PMT NO. - 80142342	1,414.34
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80142342	1,409.39
US BANK P CARD PAYMENTS	GENERAL REPAIRS/MAINT ACH PMT NO. - 80142342	1,260.13
US BANK P CARD PAYMENTS	LUBRICANTS ACH PMT NO. - 80142342	34.76
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80142342	636.31
US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES ACH PMT NO. - 80142342	35.00
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80142342	605.03
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80142342	7,222.13
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80142342	874.99
US BANK P CARD PAYMENTS	OTHER MISC CHARGES ACH PMT NO. - 80142342	621.27
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80142342	2,154.37
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80142342	2,803.38

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	RECREATIONAL SUPPLIES ACH PMT NO. - 80142342	14,839.37
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80142342	554.67

US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE ACH PMT NO. - 80142342	513.33
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80142342	310.78
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80142342	599.76
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	33,227.65
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	11.83
WA STATE DEPT OF REVENUE	GENERAL REPAIRS/MAINT -	87.54
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	4.10
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	19.85
WA STATE DEPT OF REVENUE	OTH DUES/SUBSCRIPTNS/MEMBERSHP -	35.95
WA STATE DEPT OF REVENUE	PRINTING/BINDING/REPRO -	255.11
WA STATE DEPT OF REVENUE	RECREATIONAL SUPPLIES -	1,105.83
WA STATE DEPT OF REVENUE	REPAIRS/MAINTENANCE -	14.80
TOTAL FOR 1400 - PARKS AND RECREATION FUND		121,199.87

1425 - AMERICAN RESCUE PLAN

ATS INLAND NW LLC	OTHER IMPROVEMENTS ACH PMT NO. - 80142123	9,777.30
HISPANIC BUSINESS ASSOCIATION FOUNDATION OF THE INLAND	CONTRACTUAL SERVICES ACH PMT NO. - 80142163	28,847.60
MANZANITA HOUSE	CONTRACTUAL SERVICES ACH PMT NO. - 80142179	9,557.94
SALISH SCHOOL OF SPOKANE	CONTRACTUAL SERVICES ACH PMT NO. - 80142203	34,181.32

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1425 - AMERICAN RESCUE PLAN	82,364.16

1440 - FIRE GRANTS MISCELLANEOUS

CHARLES A BERNHARD DBA MAJESTIC VIEW FORESTRY LLC	CONTRACTUAL SERVICES CHECK NO. - 00611988	32,730.00

CHARLES A BERNHARD DBA MAJESTIC VIEW FORESTRY LLC	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00611988	32,730.00-
INSOURCE INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80142170	7,500.00-
INSOURCE INC	REGISTRATION/SCHOOLING ACH PMT NO. - 80142170	7,500.00
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80142342	2,097.39
	TOTAL FOR 1440 - FIRE GRANTS MISCELLANEOUS	2,097.39

1460 - PARKING METER REVENUE FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	725.00
MACKAY METERS INC	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80142178	53,484.32
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	3,303.28
US BANK P CARD PAYMENTS	LEGAL SERVICES ACH PMT NO. - 80142342	27.68
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80142342	142.27
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80142342	389.05
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80142342	79.99
US BANK P CARD PAYMENTS	OTHER MISC CHARGES ACH PMT NO. - 80142342	7.60-
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80142342	323.35
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142342	147.41
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	4,761.41

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1460 - PARKING METER REVENUE FUND	63,376.16

1500 - PATHS AND TRAILS RESERVE FUND

US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80142342	465.28
	TOTAL FOR 1500 - PATHS AND TRAILS RESERVE FUND	465.28

1560 - FORFEITURES & CONTRIBUTION FND

ABC LEGAL HOLDINGS LLC DBA ABC LEGAL SERVICES LLC	LEGAL SERVICES CHECK NO. - 00612168	120.31
SIMPLIFILE LC	LEGAL SERVICES ACH PMT NO. - 80142206	933.88
SPOKANE COUNTY CLERK	LEGAL SERVICES CHECK NO. - 00612155	246.00
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80142342	388.91
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80142342	384.23
TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND		2,073.33

1620 - PUBLIC SAFETY & JUDICIAL GRANT

CDW GOVERNMENT INC	TV'S/AUDIO VISUAL EQUIPMENT CREDIT CARD PMT NO. - 70001691	46,750.73
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	738.23
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	POLICE CORPORAL CHECK NO. - 00612173	52.91
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	POLICE OFFICER CHECK NO. - 00612173	4.36
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	309.38
US BANK P CARD PAYMENTS	CAMERAS AND PROJECTION EQUIPMT ACH PMT NO. - 80142342	3,600.14
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80142342	1,715.69
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80142342	1,800.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	14.78
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00612185	3,649.81
TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT		58,636.03

1640 - COMMUNICATIONS BLDG M&O FUND

CENTURYLINK	TELEPHONE CHECK NO. - 00611971	251.08
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80142137	531.86

CONTROL SOLUTIONS NW INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142137	654.20
JOHN MENETTO DBA BACKFLOW JOHNNY	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80142356	325.00
KEYSTONE LAWN & TREE CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80142172	1,200.10
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00611990	2,630.42
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80142342	37.26
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142342	15.26
TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		5,645.18

1680 - CD/HS OPERATIONS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	1,224.75
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	6,254.46
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80142342	91.12-
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	8,427.37
TOTAL FOR 1680 - CD/HS OPERATIONS		15,815.46

1940 - CHANNEL FIVE EQUIPMENT RESERVE

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80142342	701.34
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80142342	119.88
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	0.55
TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE		821.77

1950 - PARK CUMULATIVE RESERVE FUND

US BANK P CARD PAYMENTS	OTHER IMPROVEMENTS ACH PMT NO. - 80142342	1,488.42
TOTAL FOR 1950 - PARK CUMULATIVE RESERVE FUND		1,488.42

1970 - FIRE/EMS FUND

ALASKA RUBBER GROUP INC DBA ARG INDUSTRIAL	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70001689	18.68
ALASKA RUBBER GROUP INC DBA ARG INDUSTRIAL	VEHICLE REPAIR & MAINT SUPPLY CREDIT CARD PMT NO. - 70001689	136.92
ALCOBRA METALS INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00612169	154.28
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80142354	207.23
APOLLO SHEET METAL INC DBA APOLLO MECHANICAL CONTRACTORS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80142120	3,311.19
AT&T MOBILITY	CELL PHONE CHECK NO. - 00612170	8.68
CAMTEK INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80142131	396.03
CAR WASH PARTNERS LLC DBA MR CAR WASH	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80142183	256.00
COAXSHER INC	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80142134	461.50
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80142135	8,205.59
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80142144	25.84
ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80142147	240.02

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80142152	13.24
GALLS LLC	CLOTHING CREDIT CARD PMT NO. - 70001714	277.22
GRANITE TELECOMMUNICATIONS LLC	TELEPHONE ACH PMT NO. - 80142314	8,944.71
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	CMMTY RISK REDUCTION SPECIALST CHECK NO. - 00612173	75.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	9,755.83
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	FIREFIGHTER CHECK NO. - 00612173	230.33
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612175	60,017.58
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	FIRE CAPTAIN CHECK NO. - 00612175	30.33
ING LIFE INSURANCE & ANNUITY	FIRE EQUIPMENT OPERATOR	

OR CITY OF SPOKANE TREAURER	CHECK NO. - 00612175	40.55
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	FIRE LIEUTENANT CHECK NO. - 00612175	16.03
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	FIREFIGHTER CHECK NO. - 00612175	19.78
JOHN MENETTO DBA BACKFLOW JOHNNY	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80142356	3,250.00
KEYSTONE LAWN & TREE CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80142172	1,527.40
L N CURTIS & SONS	CLOTHING ALTERATIONS & REPAIRS ACH PMT NO. - 80142141	212.23
LIFE ASSIST INC	SAFETY SUPPLIES ACH PMT NO. - 80142174	305.19
MUNICIPAL EMERGENCY SERVICES INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142184	4,520.39
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80142185	1,685.49
NORCO INC	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70001696	1,033.24
NORCO INC	SAFETY SUPPLIES CREDIT CARD PMT NO. - 70001696	235.53
OVERHEAD DOOR CORPORATION DBA WAYNE DALTON SALES &	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00612159	1,571.04

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

OVERHEAD DOOR CORPORATION DBA WAYNE DALTON SALES &	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00612159	5,222.62
PACIFIC CUSTOM SPORTSWEAR LLC	CLOTHING CHECK NO. - 00612150	1,548.10
PATRIOT FIRE PROTECTION INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80142324	474.59
POWER CITY ELECTRIC INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80142328	7,352.25
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00611990	1,757.69
SPOKANE FIRE FIGHTERS BENEFIT TRUST	VEBA POST EMPLOYMENT ACH PMT NO. - 80142276	16,500.00
TRAFFIC SAFETY SUPPLY INC	MINOR EQUIPMENT CREDIT CARD PMT NO. - 70001701	319.12
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	32,785.78
US BANK P CARD PAYMENTS	BANK FEES ACH PMT NO. - 80142342	68.50
US BANK P CARD PAYMENTS	CELL PHONE ACH PMT NO. - 80142342	554.35

US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80142342	689.30
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80142342	1,227.45
US BANK P CARD PAYMENTS	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80142342	2,209.93
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80142342	1,174.75
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80142342	2,014.54
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80142342	367.80
US BANK P CARD PAYMENTS	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80142342	16.73
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80142342	12.60
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80142342	455.67
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142342	2,778.75

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	SOFTWARE MAINTENANCE ACH PMT NO. - 80142342	10.43
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80142342	545.50
US BANK P CARD PAYMENTS	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80142342	662.14
US BANK P CARD PAYMENTS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80142342	1,198.07
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	9,916.18
W W GRAINGER INC DBA GRAINGER	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80142159	473.65
WA STATE DEPT OF REVENUE	CLOTHING -	6.90
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	14.01
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	4.53
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00612185	202,164.32
YP AUTOMOTIVE INC DBA GMC OF RIVERFRONT PARK	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00611975	393.84

YP AUTOMOTIVE INC DBA GMC OF RIVERFRONT PARK	VEHICLE REPAIRS/MAINT CHECK NO. - 00611975	381.85
TOTAL FOR 1970 - FIRE/EMS FUND		400,485.01

3200 - ARTERIAL STREET FUND

BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80142130	8,742.68
DOWL LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80142146	597.45
KPFF CONSULTING ENGINEERS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80142173	16,383.89
LSB CONSULTING ENGINEERS PLLC	CONTRACTUAL SERVICES ACH PMT NO. - 80142177	476.25
PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80142194	18,410.95
SIMPLIFILE LC	CONTRACTUAL SERVICES ACH PMT NO. - 80142206	322.96

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 3200 - ARTERIAL STREET FUND		44,934.18

4100 - WATER DIVISION

ANATEK LABS INC	CONTRACTUAL SERVICES CREDIT CARD PMT NO. - 70001702	4,530.00
CARLIN LIVING TRUST 40012 BLUFF CT	REFUNDS CHECK NO. - 00612113	137.97
CATHERINE RAMSEY 5401 S REGAL ST APT 345	REFUNDS CHECK NO. - 00612133	86.52
CHRIS FIAMENGO 20204 36TH AVE W	REFUNDS CHECK NO. - 00612134	127.62
CPM DEVELOPMENT CORP DBA CENTRAL PRE-MIX CONCRETE CO	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80142133	2,604.24
DANIEL AND CHARLENE BIEBER 14007 N ALPINE LN	REFUNDS CHECK NO. - 00612115	122.02
DE NORA HOLDINGS US INC DBA DE NORA WATER TECHNOLOGIES LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80142142	67,285.46
ELLIOT VAN SLYKE 2448 YOUNGMANN LOOP	REFUNDS CHECK NO. - 00612135	208.17
ENVIRONMENTAL RESOURCE ASSOCIATES dba ERA	CONTRACTUAL SERVICES ACH PMT NO. - 80142249	404.02
ESTATE OF GLOY M CONNIE WHITE GARY HOAGLAND	REFUNDS CHECK NO. - 00612114	120.94
ESTATE OF HAROLD REPLOGLE	REFUNDS	

JEANNE BALDASSARRE	CHECK NO. - 00612136	94.49
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142151	3,962.98
GRANITE TELECOMMUNICATIONS LLC	TELEPHONE ACH PMT NO. - 80142314	1,542.14
HAYDEN HOMES LLC 2464 SW GLACIER PL STE 110	REFUNDS CHECK NO. - 00612143	431.92
HOMERIVER GROUP 1330 N WASHINGTON ST STE 3100	REFUNDS CHECK NO. - 00612118	400.94
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	8,290.00
JAMES SAKAMOTO	LODGING ACH PMT NO. - 80142233	821.28
JAMES SAKAMOTO	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80142233	122.30

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JODY HOLMES 12924 N PALOMINO LN	REFUNDS CHECK NO. - 00612144	118.40
JONATHAN KIP SPILKER DBA SPILKER CONTRACTING LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80142210	5,205.00
LEON HOPKINS	PERMITS/OTHER FEES ACH PMT NO. - 80142230	193.00
LYUDMILA NOVAK 10409 E PEONE LANDING LN	REFUNDS CHECK NO. - 00612145	137.16
MC2 PROPERTIES LLC PO BOX 1326	REFUNDS CHECK NO. - 00612119	141.63
MEADOWLANE GREENS LLC 603 N HAVANA ST	REFUNDS CHECK NO. - 00612120	31.70
NICHOLAUS J HERR 61 BURLINGTON PATH RD	REFUNDS CHECK NO. - 00612121	1,490.67
NORCO INC	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70001696	52.87
NUKEY REALTY 6419 N MONROE ST	REFUNDS CHECK NO. - 00612122	56.39
OXARC LLC	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70001697	9,949.46
PETER UNGARO 2021 S LIBERTY DR	REFUNDS CHECK NO. - 00612123	262.16
PROVIDENCE HEALTH AND SERVICES 4400 NE HALSEY ST BLDG 2	REFUNDS CHECK NO. - 00612124	4,646.31
RAY TURF FARMS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142198	149.19
RICK AND CLAIRE ROENING 18102 N DAY MT SPOKANE RD	REFUNDS CHECK NO. - 00612146	98.56

RICK AND SANDRA OLSEN 405 E SIERRA CT	REFUNDS CHECK NO. - 00611986	8,000.00
RIDGELINE UTILITIES LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80142200	7,369.72
SARAH LOUVIER 908 W WESTERA CT	REFUNDS CHECK NO. - 00612126	389.95
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142207	812.89
SPRINKLERS NORTHWEST PO BOX 1359	REFUNDS CHECK NO. - 00612127	500.00
STRAHAN REVOCABLE LIVING TRUST 110 S CEDAR ST	REFUNDS CHECK NO. - 00612128	29.16

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TRAVIS BAIN 1037 NE 65TH ST STE 256	REFUNDS CHECK NO. - 00612147	365.46
TYLER HUFFMAN 8136 W PILOT DR	REFUNDS CHECK NO. - 00612129	180.75
T-MOBILE	TELEPHONE CHECK NO. - 00611991	1,664.63
URBAN SETTLEMENTS PO BOX 14901	REFUNDS CHECK NO. - 00612148	187.99
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	41,180.02
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80142342	1,338.86
US BANK P CARD PAYMENTS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80142342	3,115.12
US BANK P CARD PAYMENTS	IF REPROGRAPHICS ACH PMT NO. - 80142342	952.28
US BANK P CARD PAYMENTS	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80142342	3,411.27
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80142342	4,239.92
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80142342	2,166.70
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80142342	4,459.81
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80142342	103.82
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80142342	1,276.50
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142342	21,193.64

US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE ACH PMT NO. - 80142342	78.48
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	57,617.02
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	10.10
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	10.22
WA STATE DEPT OF REVENUE	PRINTING/BINDING/REPRO -	9.45

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	122.18
WALTER TOBEY 22008 SE 272ND PL	REFUNDS CHECK NO. - 00612130	317.53
WILLIAM D JOHNSON 28310 N RIVER ESTATES DR	REFUNDS CHECK NO. - 00612131	640.11
WINDERMERE LEASE SOURCE 102 E BALDWIN AVE	REFUNDS CHECK NO. - 00612149	115.41
WINDERMERE PROPERTY MANAGEMENT 2127 N MONROE ST	REFUNDS CHECK NO. - 00612132	262.78
TOTAL FOR 4100 - WATER DIVISION		275,947.28

4250 - INTEGRATED CAPITAL MANAGEMENT

AVISTA UTILITIES	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80142124	6,176.94
BERYL FREDRICKSON	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00612005	62.93
BERYL FREDRICKSON	PER DIEM CHECK NO. - 00612005	100.00
DW EXCAVATING INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80142246	198,700.35
GROUNDWATER SOLUTIONS INC dba GSI WATER SOLUTIONS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80142315	31,780.52
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	1,055.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	SENIOR ENGINEER I-II CHECK NO. - 00612173	75.00
PMTECH INC DBA PMWEB	CONTRACTUAL SERVICES ACH PMT NO. - 80142326	2,566.67
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	6,283.36
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	

	ACH PMT NO. - 80142342	924.40
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80142342	520.00
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80142385	8,680.21
WA STATE DEPT OF ECOLOGY	INTEREST ON LONG TERM DEBT	
	ACH PMT NO. - 80142346	64,822.49

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF ECOLOGY	INTERGOVERNMENTAL LOANS	
	ACH PMT NO. - 80142346	147,827.21
	TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT	469,575.08

4310 - SEWER MAINTENANCE DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80142293	918.62
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80142355	1,828.13
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80142355	173.32
BRYAN BRISCOE	PER DIEM	
	CHECK NO. - 00612004	129.00
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80142298	5,499.24
CUES INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80142303	5,356.26
GRANITE TELECOMMUNICATIONS LLC	TELEPHONE	
	ACH PMT NO. - 80142314	1,609.40
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00612173	2,505.00
ICMA RETIREMENT TRUST 457	WASTEWATER SUPERVISOR	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00612173	75.00
SPOKANE HOUSE OF HOSE INC	REPAIR & MAINTENANCE SUPPLIES	
	CREDIT CARD PMT NO. - 70001718	51.79
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00612181	11,712.41
US BANK P CARD PAYMENTS	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80142342	352.03
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80142342	2,620.93
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80142342	2,849.68
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80142342	10,758.77

US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80142342	895.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142342	2,530.97

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80142342	954.99
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	17,080.16
WHITE BLOCK COMPANY INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00612161	1,012.45
WSF LLC dba WESTERN SYSTEMS &	EQUIPMENT REPAIRS/MAINTENANCE CREDIT CARD PMT NO. - 70001721	3,654.28
TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		72,567.43

4320 - RIVERSIDE PARK RECLAMATION FAC

ALS LABORATORY GROUP	TESTING SERVICES ACH PMT NO. - 80142117	130.00
ANATEK LABS INC	TESTING SERVICES CREDIT CARD PMT NO. - 70001690	70.00
APPLIED CONTROL EQUIPMENT LLLP	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142121	11,717.62
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80142124	17.25
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80142135	2,752.57
DEERE & COMPANY	VEHICLES CREDIT CARD PMT NO. - 70001713	274,611.28
EUROFINS ENVIRONMENT TESTING NORTHWEST LLC	TESTING SERVICES ACH PMT NO. - 80142309	1,766.50
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80142152	45.36
FISHER SCIENTIFIC	OPERATING SUPPLIES ACH PMT NO. - 80142156	3,931.71
GRANITE TELECOMMUNICATIONS LLC	TELEPHONE ACH PMT NO. - 80142314	7,620.63
HASA INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80142161	15,311.06
HDR ENGINEERING INC	CONTRACTUAL SERVICES ACH PMT NO. - 80142316	3,080.57
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	6,631.01

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	SENIOR INSTRUMENT TECHNICIAN CHECK NO. - 00612173	60.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80142167	7,718.08
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80142169	222.76
K & L GATES LLP	LEGAL SERVICES ACH PMT NO. - 80142319	831.60
KEMIRA WATER SOLUTIONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80142171	80,243.72
LOREN MICHAEL MCDEID	MINOR SAFETY EQUIPMENT ACH PMT NO. - 80142231	180.00
MICRONICS ENGINEERED FILTRATION GROUP INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00611989	19,501.12
OXARC LLC	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70001697	688.14
PACIFIC POWER GROUP LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80142192	2,968.58
POINTE PEST CONTROL	CONTRACTUAL SERVICES CHECK NO. - 00612153	1,467.40
SERPENTIX CONVEYOR CORP	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142204	2,762.33
TRAFFIC SAFETY SUPPLY INC	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70001701	927.35
TWO RIVERS TERMINAL LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80142214	8,932.80
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	34,184.52
US BANK P CARD PAYMENTS	MINOR SAFETY EQUIPMENT ACH PMT NO. - 80142342	1,275.17
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80142342	993.34
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80142342	20,350.26
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80142342	51.50
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80142342	467.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142342	4,994.00
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80142342	313.18

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80142342	934.14
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	49,786.13
VWR INTERNATIONAL	OPERATING SUPPLIES ACH PMT NO. - 80142221	1,053.65
W W GRAINGER INC DBA GRAINGER	SAFETY SUPPLIES ACH PMT NO. - 80142159	18,375.51
WA STATE DEPT OF ECOLOGY CASHERING UNIT	PERMITS/OTHER FEES ACH PMT NO. - 80142222	4,800.00
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	9.05
	TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC	591,776.89

4330 - STORMWATER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80142355	2,146.12
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80142355	48.89
GRANITE TELECOMMUNICATIONS LLC	TELEPHONE ACH PMT NO. - 80142314	6,925.54
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	1,485.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	5,998.53
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80142342	1,856.96
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142342	3,730.90
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	8,572.97
WA STATE DEPT OF REVENUE	PRINTING/BINDING/REPRO -	119.39
	TOTAL FOR 4330 - STORMWATER	30,884.30

4370 - SEWER CONSTRUCTION FUND

WA STATE DEPT OF ECOLOGY	INTEREST ON LONG TERM DEBT ACH PMT NO. - 80142346	1,576.02

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF ECOLOGY	INTERGOVERNMENTAL LOANS ACH PMT NO. - 80142346	8,303.33
TOTAL FOR 4370 - SEWER CONSTRUCTION FUND		9,879.35

4490 - SOLID WASTE DISPOSAL

ADVANCED CHEMICAL TRANSPORT DBA ACTENVIRO	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80142236	2,366.00
ARROW CONCRETE & ASPHALT SPECIALTIES LLC	REPAIRS/MAINTENANCE CREDIT CARD PMT NO. - 70001723	42,511.32
BARR-TECH LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80142237	32,858.72
BIG SKY INDUSTRIAL/DIV OF ROCHELLE CONSTRUCTION SERVICES	EQUIPMENT REPAIRS/MAINTENANCE CREDIT CARD PMT NO. - 70001704	5,259.98
BRANDSAFWAY SERVICES INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80142270	263,391.95
COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL	PROFESSIONAL SERVICES ACH PMT NO. - 80142243	7,188.60
ECOCHEM ANALYTICS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80142247	8,478.17
ECOCHEM ANALYTICS INC	PROFESSIONAL SERVICES ACH PMT NO. - 80142247	3,480.00
FINLEY BUTTES LIMITED PARTNERSHIP DBA FINLEY BUTTES	CONTRACTUAL SERVICES ACH PMT NO. - 80142253	343,142.76
FIRE CONTROL SPRINKLER SYSTEMS COMPANY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80142254	1,215.00
FLUID CONTROLS & COMPONENTS INC DBA DUPILL GROUP	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142157	5,354.67
FOSTER GARVEY PC	PROFESSIONAL SERVICES CREDIT CARD PMT NO. - 70001706	5,110.84
FULCRUM ENVIRONMENTAL CONSULTING INC	MEDICAL SERVICES ACH PMT NO. - 80142256	5,980.00
GRANITE TELECOMMUNICATIONS LLC	TELEPHONE ACH PMT NO. - 80142314	1,050.67
HELFRICH BROTHERS BOILER WORKS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80142259	1,953.95
HYDRAULICS PLUS INC	EQUIPMENT REPAIRS/MAINTENANCE CREDIT CARD PMT NO. - 70001707	2,191.19
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	3,495.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	WTE MAINTENANCE SPECIALIST CHECK NO. - 00612173	120.00

INDUSTRIAL SERVICES SOLUTIONS LLC DBA BAY VALVE SERVICE &	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80142239	80,798.60
LONG BUSINESS FORMS LLC	PRINTING/BINDING/REPRO ACH PMT NO. - 80142176	703.70
MCCOY POWER CONSULTANTS INC	PROFESSIONAL SERVICES ACH PMT NO. - 80142264	7,800.00
NALCO CO	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80142265	3,899.45
NORFOLK BEARINGS & SUPPLY CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142186	9,800.00
NORTHSTAR CHEMICAL INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80142188	4,430.33
PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80142195	10,850.45
SENSKE PEST CONTROL SENSKE LAWN & TREE CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80142271	392.76
SPECIALTY MACHINING & MFG CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142209	4,582.20
SPOKANE HOUSE OF HOSE INC	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70001700	1,496.59
SPRING ENVIRONMENTAL INC	REGISTRATION/SCHOOLING ACH PMT NO. - 80142279	440.00
THE BLUE DOOR THEATRE	CONTRACTUAL SERVICES ACH PMT NO. - 80142240	1,000.00
UNITED STATES ELECTRIC CORP OF WA	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80142283	9,879.01
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	22,913.01
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80142342	93.19
US BANK P CARD PAYMENTS	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80142342	220.00
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80142342	2,232.72
US BANK P CARD PAYMENTS	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80142342	460.84
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80142342	342.68

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80142342	9,697.93
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80142342	4.00
US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT	

	ACH PMT NO. - 80142342	506.98
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142342	26,156.11
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80142342	1,400.79
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80142342	217.53
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	32,415.12
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	21.25
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	1,283.87
WASHINGTON EQUIPMENT MANUFACTURING CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142224	2,264.65
WASTE MANAGEMENT OF WA DBA GRAHAM ROAD LANDFILL	CONTRACTUAL SERVICES CHECK NO. - 00612010	76,398.07
WM RECYCLE AMERICA LLC	CONTRACTUAL SERVICES CHECK NO. - 00612011	1,233.87
TOTAL FOR 4490 - SOLID WASTE DISPOSAL		1,049,084.52

4500 - SOLID WASTE COLLECTION

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80142124	2,057.22
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80142124	1,343.89
BARR-TECH LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80142237	250,482.64
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	4,810.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	REFUSE COLLECTOR I CHECK NO. - 00612173	10.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	REFUSE COLLECTOR II CHECK NO. - 00612173	35.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	REFUSE COLLECTOR III CHECK NO. - 00612173	10.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	REFUSE DISTRICT SUPERVISOR CHECK NO. - 00612173	60.00
SENSKE PEST CONTROL SENSKE LAWN & TREE CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80142271	1,920.16
SPOKANE PRO CARE INC	CONTRACTUAL SERVICES ACH PMT NO. - 80142278	449.49

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	29,056.92
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80142342	96.90
US BANK P CARD PAYMENTS	MISC REPAIRS/MAINTENANCE ACH PMT NO. - 80142342	201.65
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80142342	740.94
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80142342	1,609.65
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142342	62.21
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80142342	343.28
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	40,157.49
WM RECYCLE AMERICA LLC	CONTRACTUAL SERVICES CHECK NO. - 00612011	192,532.93
WM RECYCLE AMERICA LLC	SALE OF RECYCLING MATERIALS CHECK NO. - 00612011	83,386.81-
TOTAL FOR 4500 - SOLID WASTE COLLECTION		442,593.56

4530 - SOLID WASTE LANDFILLS

ANATEK LABS INC	CONTRACTUAL SERVICES CREDIT CARD PMT NO. - 70001702	5,268.00
GRANITE TELECOMMUNICATIONS LLC	TELEPHONE ACH PMT NO. - 80142314	402.47
JACOBS ENGINEERING GROUP INC	CONTRACTUAL SERVICES ACH PMT NO. - 80142261	22,820.00
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80142342	733.07

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WOODLAND RESOURCE SERVICES INC	LANDSCAPE/GROUNDS MAINT CREDIT CARD PMT NO. - 70001711	10,920.91
TOTAL FOR 4530 - SOLID WASTE LANDFILLS		40,144.45

4600 - GOLF FUND

GRANITE TELECOMMUNICATIONS LLC	TELEPHONE ACH PMT NO. - 80142314	3,273.63
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	2ND ASST GOLF COURSE SUPT CHECK NO. - 00612173	20.00

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	751.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	6,620.43
US BANK P CARD PAYMENTS	GENERAL REPAIRS/MAINT ACH PMT NO. - 80142342	668.86
US BANK P CARD PAYMENTS	LUBRICANTS ACH PMT NO. - 80142342	901.80
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80142342	657.88
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80142342	2,724.03
US BANK P CARD PAYMENTS	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80142342	490.77
US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE ACH PMT NO. - 80142342	2,192.30
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80142342	1,800.62
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	4,919.74
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	19.38
WA STATE DEPT OF REVENUE	REPAIRS/MAINTENANCE -	62.33
TOTAL FOR 4600 - GOLF FUND		25,102.77

4700 - DEVELOPMENT SVCS CENTER

ANDREW BERKE COGWHEEL PROPERTY DEVELOPMENT	PERMIT REFUNDS PAYABLE CHECK NO. - 00611981	7,310.38

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80142306	282.73
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	3,114.38
POWERCOM.INC	MINOR EQUIPMENT ACH PMT NO. - 80142329	3,979.97
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	16,601.57
US BANK P CARD PAYMENTS	BANK FEES ACH PMT NO. - 80142342	210.85
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80142342	19.21
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	

	ACH PMT NO. - 80142342	464.60
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80142342	1,359.81
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL)	
	ACH PMT NO. - 80142342	283.14
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO	
	ACH PMT NO. - 80142342	15.70
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80142385	23,820.40
TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER		57,462.74

5100 - FLEET SERVICES FUND

AMERIGAS PROPANE LP	MOTOR FUEL-OUTSIDE VENDOR	
DBA NORTHERN ENERGY	ACH PMT NO. - 80142119	705.41
ASSETWORKS INC	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80142122	295.70
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80142355	1,017.45
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80142124	36.91
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES	
	CREDIT CARD PMT NO. - 70001712	2,990.70
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80142135	148,752.29
CONNELL OIL INC	LUBRICANTS	
DBA CO-ENERGY	ACH PMT NO. - 80142136	657.16

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80142138	387.44
CORWIN OF SPOKANE LLC	EQUIPMENT REPAIRS/MAINTENANCE	
CORWIN FORD SPOKANE	ACH PMT NO. - 80142301	13,382.11
CRANETECH INC	EQUIPMENT REPAIRS/MAINTENANCE	
	CHECK NO. - 00611973	2,153.50
CUMMINS INC	EQUIPMENT REPAIRS/MAINTENANCE	
DBA CUMMINS SALES & SERVICE	ACH PMT NO. - 80142245	18,595.84
EVERGREEN STATE TOWING LLC	TOWING EXPENSE	
DBA SPOKANE VALLEY TOWING	ACH PMT NO. - 80142250	904.44
GENUINE PARTS COMPANY	CONTRACTUAL SERVICES	
DBA NAPA AUTO PARTS	CREDIT CARD PMT NO. - 70001709	52,183.41
GENUINE PARTS COMPANY	VEHICLE REPAIR & MAINT SUPPLY	
DBA NAPA AUTO PARTS	CREDIT CARD PMT NO. - 70001709	296,663.77
GWP HOLDINGS LLC	EQUIPMENT REPAIRS/MAINTENANCE	
DBA DOBBS PETERBILT	ACH PMT NO. - 80142145	912.65

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	1,880.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	HEAVY EQUIPMENT MECHANIC CHECK NO. - 00612173	60.00
INDUSTRIAL WELDING CO INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00611976	10,277.22
INLAND PACIFIC TRAILER SERVICE & REPAIR LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80142317	3,266.15
LEAVITT MACHINERY USA INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00611987	2,372.23
MEGA WASH LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80142181	4,983.62
NORTH DIVISION MUFFLER CLINIC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80142187	69.76
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80142266	1,813.27
NW HANDLING SYSTEMS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80142190	8,911.93
PAPE MACHINERY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80142193	148.49
POMP'S TIRE SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80142268	8,762.80
POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80142327	27,496.67

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	EQUIPMENT REPAIRS/MAINTENANCE CREDIT CARD PMT NO. - 70001698	7,480.66
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80142384	16,876.46
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	10,355.34
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80142342	1,178.04
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80142342	545.50
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80142342	224.70
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80142342	1,241.98
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	14,988.94
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00612112	207.50

WESTSIDE MOTORSPORTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80142227	3,570.77
	TOTAL FOR 5100 - FLEET SERVICES FUND	666,350.81

5200 - PUBLIC WORKS AND UTILITIES

GONZAGA UNIVERSITY LEADERSHIP CONNECTION	CONTRACTUAL SERVICES CHECK NO. - 00612006	4,880.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	990.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	4,798.24
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80142342	465.00
US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES ACH PMT NO. - 80142342	25.68
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80142342	128.20
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80142342	89.94
US BANK P CARD PAYMENTS	PERIPHERAL EQUIPMENT ACH PMT NO. - 80142342	10.09

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80142342	170.21
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	7,011.71
	TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES	18,569.07

5300 - IT FUND

GRANITE TELECOMMUNICATIONS LLC	TELEPHONE ACH PMT NO. - 80142314	14,661.41
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	2,501.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	INFORMATION TECH ANALYST I-II CHECK NO. - 00612173	75.00
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80142201	1,000.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	15,746.64
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80142342	950.01
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	

	ACH PMT NO. - 80142342	190.55
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80142342	1,615.27
US BANK P CARD PAYMENTS	SUBSCRIPTION BASED IT ARNGMTS	
	ACH PMT NO. - 80142342	227.98
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80142385	22,409.11
TOTAL FOR 5300 - IT FUND		59,376.97

5310 - IT CAPITAL REPLACEMENT FUND

DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80142306	9,971.68
TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND		9,971.68

5400 - REPROGRAPHICS FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00612173	60.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00612181	188.59
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80142385	295.86
TOTAL FOR 5400 - REPROGRAPHICS FUND		544.45

5500 - PURCHASING & STORES FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00612173	550.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00612181	2,482.30
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80142342	116.19
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80142342	850.00
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80142385	3,564.57
TOTAL FOR 5500 - PURCHASING & STORES FUND		7,563.06

5600 - ACCOUNTING SERVICES

DELL MARKETING LP	OFFICE SUPPLIES	
%DELL USA LP	ACH PMT NO. - 80142143	286.42

ICMA RETIREMENT TRUST 457	ACCOUNTANT	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00612173	25.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00612173	2,216.25
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00612181	9,975.22
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80142342	205.64
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80142385	14,177.15
	TOTAL FOR 5600 - ACCOUNTING SERVICES	26,885.68

5700 - MY SPOKANE

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00612173	535.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00612181	2,711.99
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80142385	3,989.56
	TOTAL FOR 5700 - MY SPOKANE	7,236.55

5750 - OFFICE OF PERFORMANCE MGMT

ICMA RETIREMENT TRUST 457	CONTINUOUS IMPROVEMENT ANALYST	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00612173	76.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00612173	300.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00612181	2,190.18
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80142385	2,870.39
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80142343	513.72
VOLT MANAGEMENT CORP	CONTRACTUAL SERVICES	
DBA VOLT WORKFORCE SOLUTIONS	ACH PMT NO. - 80142345	12,672.00
	TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT	18,622.29

5800 - RISK MANAGEMENT FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00612173	135.00

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	812.25
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	762.00
TOTAL FOR 5800 - RISK MANAGEMENT FUND		1,709.25

5810 - WORKERS' COMPENSATION FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	75.00
PENSER NORTH AMERICA	PROFESSIONAL SERVICES CHECK NO. - 00612151	27,175.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	282.84

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	404.98
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		27,937.82

5820 - UNEMPLOYMENT COMPENSATION FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	7.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	29.73
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	43.33
TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND		80.56

5830 - EMPLOYEES BENEFITS FUND

ALLIANT INSURANCE SERVICES INC AIS TRUST ACCOUNT	CONTRACTUAL SERVICES ACH PMT NO. - 80142294	5,720.00
DEER OAKS EAP SERVICES LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80142304	4,972.00
DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80142359	15,626.38
DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80142359	42,663.22
HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS	DEPOSIT-HEALTH CARE ACCOUNT ACH PMT NO. - 80142364	81,895.05
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	170.00
KAISER FOUNDATION HEALTH PLAN	INSURANCE ADMINISTRATION	

OF WASHINGTON	ACH PMT NO. - 80142262	78,676.31
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80142365	231,729.39
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE PREMIUMS ACH PMT NO. - 80142262	31,665.83
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80142371	64,629.44
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80142269	467,088.14
SPOKANE FIRE FIGHTERS BENEFIT TRUST	DEPOSIT-HEALTH CARE ACCOUNT ACH PMT NO. - 80142379	26,043.83

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE FIRE FIGHTERS BENEFIT TRUST	INSURANCE PREMIUMS ACH PMT NO. - 80142379	836,225.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	608.14
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80142342	184.80
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	844.15
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		1,888,741.68

5900 - FACILITIES MANAGEMENT FUND OPS

COSCO FIRE PROTECTION INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142140	1,131.37
FISHER CONSTRUCTION GROUP INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80142155	556.41
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	552.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	3,442.38
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80142342	610.81
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80142342	523.57
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80142342	26.98
US BANK P CARD PAYMENTS	OPERATING RENTALS/LEASES ACH PMT NO. - 80142342	1,196.12
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80142342	353.83
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80142342	228.00

US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142342	16,241.53
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	5,009.94
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80142218	656.01
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	3.76

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	11.84
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	20.19
	TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS	30,565.24

5902 - PROPERTY ACQUISITION POLICE

BUD CLARY CHEVROLET JEEP EAGLE	VEHICLES ACH PMT NO. - 80142296	62,545.72
CDW GOVERNMENT INC	MINOR EQUIPMENT CREDIT CARD PMT NO. - 70001691	21,377.05
US BANK P CARD PAYMENTS	SMART PHONES, IPAD, TABLETS ACH PMT NO. - 80142342	3,272.76
	TOTAL FOR 5902 - PROPERTY ACQUISITION POLICE	87,195.53

5903 - PROPERTY ACQUISITION FIRE

COAXSHER INC	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80142134	662.59
L N CURTIS & SONS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80142141	764.25
	TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE	1,426.84

5904 - FACILITIES CAPITAL

ATS INLAND NW LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80142123	30,700.39
ATS INLAND NW LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142123	9,105.57
	TOTAL FOR 5904 - FACILITIES CAPITAL	39,805.96

6100 - RETIREMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00612173	295.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00612181	1,011.69
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80142342	63.08

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80142385	1,453.05
	TOTAL FOR 6100 - RETIREMENT	2,822.82

6200 - FIREFIGHTERS' PENSION FUND

ADVANCED HEARING LLC	SERVICE REIMBURSMENT CHECK NO. - 00612110	143.94
ALLIANT INSURANCE SERVICES INC AIS TRUST ACCOUNT	INSURANCE ADMINISTRATION ACH PMT NO. - 80142294	1,665.00
DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80142359	1,116.01
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80142359	4,113.00
JAMES T BURKE	SERVICE REIMBURSMENT CHECK NO. - 00612111	171.04
MARTIN PITTMAN	SERVICE REIMBURSEMENT CHECK NO. - 00612152	61.00
MARTIN PITTMAN	SERVICE REIMBURSMENT CHECK NO. - 00612152	110.41
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80142371	6,627.52
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80142269	15,178.67
WELLTOWER PEGASUS TENNANT LLC dba SOUTH HILL VILLAGE	SERVICE REIMBURSEMENT CHECK NO. - 00612160	9,308.00
	TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND	38,494.59

6230 - BUILDING CODE RECORDS MGMT

WA STATE TREASURER	CONTRACTUAL SERVICES CHECK NO. - 00612009	4,415.00
	TOTAL FOR 6230 - BUILDING CODE RECORDS MGMT	4,415.00

6250 - MUNICIPAL COURT

WA STATE TREASURER	CONTRACTUAL SERVICES	

	CHECK NO. - 00612009	68,959.58
TOTAL FOR 6250 - MUNICIPAL COURT		68,959.58

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

6255 - LAW ENFORCEMENT RECORDS MGMT

WA STATE PATROL	DEPOSIT-SPD STATE REMITTANCE CHECK NO. - 00612158	5,979.00
TOTAL FOR 6255 - LAW ENFORCEMENT RECORDS MGMT		5,979.00

6300 - POLICE PENSION

ALLIANT INSURANCE SERVICES INC AIS TRUST ACCOUNT	INSURANCE ADMINISTRATION ACH PMT NO. - 80142294	1,665.00
DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80142359	846.37
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80142359	4,101.00
JAMES F POWELL	SERVICE REIMBURSMENT CHECK NO. - 00612154	55.00
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80142371	5,026.24
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80142269	5,444.45
ROBERT WALKER	SERVICE REIMBURSMENT ACH PMT NO. - 80142352	405.00
TERRY CARE GROUP LLC dba MURANO SENIOR LIVING	SERVICE REIMBURSEMENT CHECK NO. - 00612157	10,221.81
TOTAL FOR 6300 - POLICE PENSION		27,764.87

6730 - PARKING & BUSINESS IMPROV DIST

DOWNTOWN SPOKANE PARTNERSHIP	DUE TO OTHER GOVERNMENTAL UNIT ACH PMT NO. - 80142297	145,749.49
EAST SPOKANE BUSINESS ASSOCIATION	OTHER MISC CHARGES ACH PMT NO. - 80142307	24,513.81
TOTAL FOR 6730 - PARKING & BUSINESS IMPROV DIST		170,263.30

6960 - SALARY CLEARING FUND NEW

AFLAC/AMERICAN FAMILY LIFE ASSURANCE CO OF COLUMBUS	AFLAC ACH PMT NO. - 80142353	13,900.30
CHILD SUPPORT SERVICES IDAHO CHILD SUPPORT RECEIPTING	IDAHO CHILD SUPPORT SERVICE CHECK NO. - 00612171	765.88

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U	DIGNITARY PROTECTION TEAM FUND ACH PMT NO. - 80142360	240.00
EDU MEMBERSHIP FUND % SPOKANE LAW ENFORCEMENT C U	EDU MEMBERSHIP FUND ACH PMT NO. - 80142361	32.50
HUMAN RESOURCES RE: PARKING FEES	HUMAN RESOURCES CHECK NO. - 00612172	893.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00612173	340,867.83
ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00612174	59,516.74
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00612175	102,542.65
LT & CAPT ASSOCIATION - LTD	LTD - LTS & CAPTS ACH PMT NO. - 80142366	715.00
LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80142367	44.00
M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80142368	3,594.70
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00612176	5.00
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80142362	612.00
PRE-PAID LEGAL SERVICES INC LEGALSHIELD	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00612177	319.28
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80142372	5,913.12
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80142372	20,943.69
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS INC EE ACH PMT NO. - 80142377	71,037.22
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS MEDSFO EE ACH PMT NO. - 80142377	2,566.28
SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE BENEFIT TRUST-VOL LIFE ACH PMT NO. - 80142378	679.30
SPOKANE FIRE FIGHTERS BENEFIT TRUST	MEDFCH (EE) ACH PMT NO. - 80142377	902.16
SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80142373	397.50
SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80142374	3,850.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80142380	829.83
SPOKANE POLICE GUILD LONG TERM DISABILITY	POLICE GUILD LTD ACH PMT NO. - 80142376	19,955.00
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80142375	175.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80142382	670.00
SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80142383	503.00
STANDARD INSURANCE COMPANY	STANDARD INSURANCE CO(VL/E) ACH PMT NO. - 80142381	10,619.90
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D CHILD ACH PMT NO. - 80142381	180.60
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D SPOUSE ACH PMT NO. - 80142381	2,330.00
STATE DISBURSMENT UNIT ATTN: EMPLOYER PAYMENTS	STATE DISBURSEMENT UNIT CHECK NO. - 00612179	862.58
UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS	UNITED STATES TREASURY CHECK NO. - 00612180	12.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FICA WITHHOLDING-CITY CHECK NO. - 00612181	366,621.30
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FIT WITHHOLDING-CITY CHECK NO. - 00612181	1,059,395.71
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	MEDI WITHHOLDING-CITY CHECK NO. - 00612181	148,111.20
US BANK TRUST NA OR CITY OF SPOKANE	CITY RETIREMENT SYSTEM ACH PMT NO. - 80142385	610,884.10
VOYA FINANCIAL LOAN REPAYMENT	VOYA LOANS CHECK NO. - 00612182	3,413.65
WA GET PROGRAM	WA GET PROGRAM CHECK NO. - 00612183	375.00
WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80142386	33,073.53
WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00612184	16,795.65
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	DEPT OF RET SYS-LEOFF 2 CHECK NO. - 00612185	713,139.30
WESTERN STATES POLICE MEDICAL TRUST	NW PUBLIC EMP MEDICAL TRUST CHECK NO. - 00612186	975.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO	

ACH PMT NO. - 80142388	366.30
TOTAL FOR 6960 - SALARY CLEARING FUND NEW	3,619,627.30
TOTAL CLAIMS	12,305,304.99

Agenda Sheet for City Council: **Committee: Date:** N/A **Committee Agenda type:**		**Date Rec'd**	6/30/2025
		Clerk's File #	CPR 2025-0002
		Cross Ref #	
Council Meeting Date: 07/14/2025		**Project #**	
Submitting Dept	ACCOUNTING & GRANTS	**Bid #**	
Contact Name/Phone	REBECCA 625-6005	**Requisition #**	
Contact E-Mail	RGRAYBEAL@SPOKANECITY.ORG		
Agenda Item Type	Claim Item		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5600-CLAIMS THRU 7-4-2025		

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 07/04/2025. Total $5,559,303.30 with Parks & Library Claims being approved by their respective boards. Claims excluding Parks & Library Total $5,098,712.70.

Summary (Background)

Pages 1-24 Check numbers: 612192 - 612327 Credit Card numbers: 001727 - 001752 ACH payment numbers: 142391 - 142596 On file for review in City Clerks Office: 24 Page listing of Claims

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

Amount		**Budget Account**
Expense	**$** 5,098,712.70	**#** Various
Select	**$**	**#**
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	BAIRD, CHRISTI		
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	319,146.73
1100	STREET FUND	174,873.38
1200	CODE ENFORCEMENT FUND	56,553.98
1360	MISCELLANEOUS GRANTS FUND	0.00
1400	PARKS AND RECREATION FUND	6,978.60
1425	AMERICAN RESCUE PLAN	56,492.99
1440	FIRE GRANTS MISCELLANEOUS	19,091.68
1460	PARKING METER REVENUE FUND	14,806.21
1560	FORFEITURES & CONTRIBUTION FND	2,731.38
1620	PUBLIC SAFETY & JUDICIAL GRANT	18,831.86
1640	COMMUNICATIONS BLDG M&O FUND	1,441.83
1680	CD/HS OPERATIONS	1,772.23
1910	CRIMINAL JUSTICE ASSISTANCE FD	4,730.00
1970	FIRE/EMS FUND	35,487.91
1990	TRANSPORTATION BENEFIT FUND	5,151.23
3200	ARTERIAL STREET FUND	278,844.12
4100	WATER DIVISION	101,671.69
4250	INTEGRATED CAPITAL MANAGEMENT	657,333.56
4300	SEWER FUND	87,273.67
4480	SOLID WASTE FUND	591,687.31
4600	GOLF FUND	1,170.00
4700	DEVELOPMENT SVCS CENTER	2,025.60
5100	FLEET SERVICES FUND	67,101.09
5200	PUBLIC WORKS AND UTILITIES	2,192.72
5500	PURCHASING & STORES FUND	285.41
5600	ACCOUNTING SERVICES	79.64
5700	MY SPOKANE	1,385.22
5800	RISK MANAGEMENT FUND	1,050.00
5830	EMPLOYEES BENEFITS FUND	1,182,719.05
5900	FACILITIES MANAGEMENT FUND OPS	38,883.10
5902	PROPERTY ACQUISITION POLICE	333.85
6060	EMPLOYEES' RETIREMENT FUND	45,775.23
6070	FIREFIGHTERS' PENSION FUND	131,121.81
6080	POLICE PENSION FUND	163,773.98
6255	LAW ENFORCEMENT RECORDS MGMT	25,323.50
	TOTAL:	4,098,120.56

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	186.41		75.91
00612192	ABADAN REPROGRAPHICS	4,573.46		
00612193	MELISSA BARCELLOS	360.00		
00612194	BASIN SOD INC	169.23		
00612195	CENTURYLINK	331.68		
00612196	COMCAST	180.48		
00612197	COMCAST	180.48		
00612198	FRED'S APPLIANCE INC	1,308.08		
00612199	JEFFREYS APPLIANCE SERVICE I	88.32		
00612200	BILLIE HJORT	61.75		
00612201	CONTRACT DESIGN	30.00		
00612202	ERIN NIKKI MADUNICH	360.00		
00612203	PET EMERGENCY CLINIC	629.79		
00612204	RAPCO INDUSTRIES INC	3,964.21		
00612205	SPOKANE COUNTY WATER DIST NO	259.58		
00612206	STALKER RADAR/DIV OF	178.92		
00612207	BRYTNEY STANLEY	148.50		
00612208	METROPOLITAN TRANSPORTATION	9,000.00		
00612209	TRAVIS W TERRY	360.00		
00612210	SARAH THOMPSON	409.38		
00612211	NICOLE A VANGRIMBERGEN	360.00		
00612212	WA STATE EMPLOYMENT SECURITY	9.50		
00612213	WALTER E NELSON CO	314.29		
00612214	BRIAN BRISENDINE JR	293.00		
00612215	CENTURYLINK			88.55
00612216	CIRCLE M CONSTRUCTION &			1,968.38
00612217	COMCAST			205.08
00612218	HERRES BACKFLOW & CONSTRUCTI			155.00
00612219	M & L SUPPLY CO INC			954.61
00612220	CSWW INC			55.29
00612221	NW SEED & PET INC			221.28
00612222	OREGON AQUATICS INC			834.16
00612223	PARK DEPT IMPREST FUND			548.53
00612224	PYRO SPECTACULARS NORTH INC			20,000.00
00612225	SUMMER RRH LLC			32.62
00612226	VERMEER MOUNTAIN WEST INC			724.09
00612227	PORAC LEGAL DEFENSE FUND	296.00		
00612228	CAREER PATH SERVICES	51,120.69		
00612229	YP AUTOMOTIVE INC	786.69		
00612230	COUVE FINANCIAL SERVICES 6 L	152.00		
00612231	MULTICARE HEALTH SYSTEMS	210.00		
00612232	LIBERTY LAKE POWERSPORTS LLC	19,091.68		
00612233	MEDLINE HOLDINGS LP	5,054.17		
00612234	PET EMERGENCY CLINIC	158.14		
00612235	POINTE PEST CONTROL	147.29		
00612236	LOYAL 9 MFG LLC	8,000.00		
00612237	SPOKANE COUNTY CLERK	70,000.00		
00612238	ROBERT E STOFFREGEN MA PS	6,000.00		
00612239	T-MOBILE	685.92		
00612240	T-MOBILE USA INC	150.00		
00612241	WA STATE DEPT OF LICENSING	108.00		
00612242	WA STATE DEPT OF LICENSING	15,990.00		
00612243	WA STATE PATROL	4,476.00		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00612244	WALTER E NELSON CO			1,167.20
00612245	FIRST AMERICAN TITLE INS CO	900.00		
00612246	PIONEER TITLE COMPANY OF	477.81		
00612247	SPOKANE COUNTY TITLE CO	460.00		
00612248	ABADAN REPROGRAPHICS	11,593.42		
00612249	AT&T MOBILITY	14.26		
00612250	POLLYANNE F BIRGE	61.04		
00612251	CENTURYLINK	146.57		
00612252	COMCAST	204.51		
00612253	DGT ENTERPRISES LLC	13,125.00		
00612254	EVERGREEN FOUNTAINS LLC	12,370.00		
00612255	FAIRWINDS SPOKANE LLC	72,786.00		
00612256	INLAND TOWING	1,300.61		
00612257	SPOKANE COUNTY CLERK	6.00		
00612258	SPOKANE LIFELINE INC	31.61		
00612259	HOWARD R VARNER	2,091.71		
00612260	WESTLAND RESOURCES INC	1,375.20		
00612261	BEN CARPENTER			6.00
00612262	GRETA GILMAN			6.00
00612263	BRIGID HENDERSON			6.00
00612264	LINDSAY KNIGHT			56.00
00612265	DANIELLE MCCULLOCH			6.00
00612266	LISA HAFFEY			56.00
00612267	MAKENNA KLINGEL			56.00
00612268	ERIN MEDINA			56.00
00612269	MICHELE PASMA			56.00
00612270	OLENA RAZUMNA			56.00
00612271	LAUREN TAYLOR			56.00
00612272	BRIANNA HAWKINS			56.00
00612273	ALLISON MAKADIA			56.00
00612274	LISA REPP			56.00
00612298	DUSTIN H CHENEY	15.00		
00612299	BRENDAN HAIGHT	136.00		
00612300	ALAN GLENN HIBBS	136.00		
00612301	ACORN STAIRLIFTS INC	115.00		
00612302	ADVANCED TECHNOLOGY	451.00		
00612303	BOONE ELECTRIC	58.43		
00612304	DESPAIN CONSTRUCTION	130.50		
00612305	INLAND TRENCHLESS SWANSON	150.00		
00612306	LUMEN	147.50		
00612307	PIPELINE PLUMBING	0.38		
00612308	QUALITY ELECTRIC LLC	20.13		
00612309	SCOTT WETZEL	15.00		
00612310	VADIM EKKERT	307.50		
00612311	VICTOR & MARY BETH BERTIS	15.00		
00612312	THINK TANK ESCAPE ROOMS	537.89		
00612313	DEVON BROWN	630.80		
00612314	JASON MAZZIOTTI	110.00		
00612315	SHERI BREBNER	25.68		
00612316	ADAM RHOADES	44.40		
00612317	WASTEQUIP WASHINGTON	41,960.00		
00612318	ADAMS TRACTOR CO INC			15.68
00612319	CENTURYLINK			76.44

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00612320	WATERCO OF THE PACIFIC NORTH			147.78

00612321	INLAND EMPIRE FIRE PROTECTIO			927.50
00612322	LIMA GREENHOUSES INC			2,605.31
00612323	CSWW INC			498.12
00612324	SPOKANE REGIONAL HEALTH DIST			500.00
00612325	SHAUN SPRINGER			215.00
00612326	AMANDA M MARTINEZ ALMEIDA	1,002.72		
00612327	US TREASURY	431.14		
70001727	ALASKA RUBBER GROUP INC			172.99
70001728	NORTHWEST INDUSTRIAL SERVICE	117.00		190.00
70001729	CDW GOVERNMENT INC	763.33		
70001730	CINTAS CORPORATION	1,846.09		
70001731	GALLS LLC	1,256.66		110.59
70001732	HARRINGTON INDUSTRIAL PLASTI			498.04
70001733	HASA INC	15,514.84		
70001734	HORIZON DISTRIBUTORS			5,498.91
70001735	O'REILLY AUTOMOTIVE STORES I			150.33
70001736	OXARC LLC	1,639.12		
70001737	PLANET TURF			930.62
70001738	PEROVICH PARTNERS INC			1,364.91
70001739	TRAFFIC SAFETY SUPPLY INC	4,347.64		
70001740	GALLS LLC	521.90		
70001741	GORDON TRUCK CENTERS INC DBA	2,525.79		
70001742	HORIZON DISTRIBUTORS			1,372.30
70001743	KERSHAWS INC	2,678.22		
70001744	OXARC LLC	4,121.60		
70001745	NORTHWEST INDUSTRIAL SERVICE			1,247.52
70001746	ANATEK LABS INC	2,329.00		
70001747	ARROW CONCRETE & ASPHALT	16,774.63		
70001748	GALLS LLC	6,568.92		
70001749	HYDRAULICS PLUS INC	8,160.66		
70001750	TRAFFIC SAFETY SUPPLY INC	50.19		
70001751	PLANET TURF			699.84
70001752	PEROVICH PARTNERS INC			247.97
80142391	ACRANET CBS BRANCH/DIV OF	378.00		
80142392	ACTION MATERIALS	197.17		
80142393	SPOKANE ENVELOPE LLC	399.72		
80142394	ALSCO DIVISION OF ALSCO INC	36.55		146.07
80142395	AVISTA CORPORATION	21,010.77		
80142396	AVISTA UTILITIES	10,723.19		
80142397	BATTERIES PLUS			269.97
80142398	BATTERY SYSTEMS INC			119.74
80142399	BERK CONSULTING INC	21,858.63		
80142400	CLARK'S CONTAINERS LLC	100.10		
80142401	COLEMAN OIL COMPANY LLC	10,741.59		
80142402	CONNELL OIL INC	1,935.42		
80142403	CONSOLIDATED ELECTRICAL	14,196.64		
80142404	CORE & MAIN LP	4,217.64		
80142405	CORWIN OF SPOKANE LLC	864.50		
80142406	CUESTA SPRINGS ICE COMPANY O	116.68		
80142407	DEVRIES INFORMATION MANAGEME	73.84		
80142408	ELECTRONIC DATA COLLECTION	14,695.19		
80142409	EUROFINS ENVIRONMENT TESTING	99.00		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80142410	FAMILY PROMISE OF SPOKANE	135,632.38		
80142411	FASTENAL CO	1,749.21		
80142412	FEDERAL EXPRESS CORP/DBA FED	18.22		
80142413	GORLEY LOGISTICS LLC	8.32		
80142414	GOODWILL INDUSTRIES OF THE	280,944.04		

80142415	W W GRAINGER INC	306.60		765.26
80142416	H D FOWLER COMPANY	4,315.42		
80142417	HISPANIC BUSINESS ASSOCIATIO	72,679.23		
80142418	INDUSTRIAL BOLT & SUPPLY INC			363.02
80142419	INLAND ENVIRONMENTAL RESOURC	8,240.42		
80142420	INLAND POWER & LIGHT CO	1,067.50		
80142421	THE LANDS COUNCIL			2,556.51
80142422	LEADERSHIP SPOKANE	3,550.00		
80142423	MOORE IACOFANO GOLTSMAN INC	13,727.55		
80142424	NAPA AUTO PARTS	760.14		342.84
80142425	NEPTUNE TECHNOLOGY GROUP INC	8,324.25		
80142426	POE ASPHALT PAVING INC	71,976.33		
80142427	POMP'S TIRE SERVICE INC	6,137.83		
80142428	RACOM CORPORATION	2,269.80		
80142429	SHAMROCK MANUFACTURING INC	62,505.40		
80142430	SHERWIN WILLIAMS CO			183.19
80142431	SITEONE LANDSCAPE SUPPLY LLC			2,725.81
80142433	SPECIALTY MOBILE MIX INC	2,798.42		
80142434	HESTON HARDWARE			79.60
80142435	SPOKANE COUNTY TREASURER	19,376.36		
80142436	SPOKANE FIRE FIGHTERS BENEFI	6,463.00		
80142437	SPOKANE POWER TOOL & HDWE			1,016.75
80142438	COWLES PUBLISHING COMPANY	581.40		
80142439	TOOLE DESIGN GROUP LLC	10,863.34		
80142440	URM STORES INC			298.30
80142441	US BANK TRAVEL CARD	13,870.66		
80142442	VERIZON WIRELESS	1,718.14		
80142443	VESTIS GROUP INC	129.48		
80142444	VOLUNTEERS OF AMERICA OF	17,362.16		
80142445	VWR INTERNATIONAL	291.66		
80142446	WESSPUR TREE EQUIPMENT			211.44
80142447	WESTERN EQUIPMENT DISTRIBUTO			913.97
80142448	WILBUR ELLIS COMPANY			76.52
80142449	WILDROSE LTD dba			785.36
80142450	YWCA	48,383.69		
80142451	HOWARD F DELANEY	290.00		
80142452	CRAIG E HULT	105.00		
80142453	MARK E LINDSEY	105.00		
80142454	NICOLE B PALMERTON	105.00		
80142455	SCOTT A STEPHENS	105.00		
80142456	RICHARD WALLIS	395.00		
80142457	ALLPLAY SYSTEMS LLC			2,386.56
80142458	COLEMAN OIL COMPANY LLC			2,430.54
80142459	COLUMBIA ELECTRIC SUPPLY/DIV	1,645.23		
80142460	CONTRACT DESIGN ASSOCIATES I	2,516.68		
80142461	COPIERS NORTHWEST INC	8,506.34		
80142462	CUMMINS INC	2,945.52		
80142463	DEVRIES INFORMATION MANAGEME	156.91		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80142464	JIM'S TRANSFER INC DBA DEVRI	660.00		
80142465	KENNETH C BECK	390.00		
80142466	EVERGREEN STATE TOWING LLC	364.40		
80142467	FASTENAL CO	2,846.34		
80142468	FEDERAL EXPRESS CORP/DBA FED	60.51		
80142469	FERGUSON ENTERPRISES INC	1,384.18		
80142470	GORLEY LOGISTICS LLC	199.79		
80142471	FIRE PROTECTION SPECIALISTS	2,945.00		
80142472	FISHER SCIENTIFIC	2,923.75		

80142473	FREEDOM SALES & SUPPLY LLC	860.48			
80142474	W W GRAINGER INC	1,592.82			
80142475	BECKWITH & KUFFEL INC DBA	471.49			
80142476	H D FOWLER COMPANY	8,485.58			
80142477	MARUBENI AMERICA CORPORATION				673.91
80142478	THE HIDE OUT/ROYCE SHIELDS	992.81			
80142479	INLAND INFRASTRUCTURE LLC	256,772.63			
80142480	INLAND POWER & LIGHT CO	779.57			
80142481	LEXIS-NEXIS RISK & ANALYTICS	163.65			
80142482	LIFE ASSIST INC	7,299.88			
80142483	LIFEWISE ASSURANCE CO	40,148.15			
80142484	SCP DISTRIBUTORS LLC				20,809.72
80142485	LOOMIS ARMORED US INC	926.89			
80142486	NONICA ANDREW DBA MARSHALLES	3,530.00			
80142487	MARTIN LUTHER KING JR FAMILY	566.47			
80142488	NORTH COUNTRY SERVICES LLC	1,527.25			
80142489	NOVUS AUTO GLASS	277.24			
80142490	PARAMETRIX INC	14,108.20			
80142491	PERMITIUM LLC	145.00			
80142492	LEPS-PSS PLLC DBA	500.00			
80142493	RENCORP REALTY LLC	945.88			
80142494	VIRGINIA M SCUDDER	1,200.00			
80142495	ALLEN SHAFFER	1,924.10			
80142496	SHI CORP	1,411.93			
80142497	SITEONE LANDSCAPE SUPPLY LLC	1,311.28			
80142498	SOLID WASTE SYSTEMS INC	11,243.62			
80142499	SOUND WATER SERVICES INC	4,013.62			
80142500	SOUTHWEST SPOKANE COMMUNITY	5,145.38			
80142501	SPOKANE COUNTY TREASURER	187,356.69			
80142502	STOP STICK LTD	1,392.12			
80142503	TRACE ANALYTICS LLC	97.00			
80142504	MUVZ INC	3,625.97			
80142505	TRI-TECH FORENSICS INC	13,777.69			
80142506	TRUE SEALS LLC	1,916.64			
80142507	UNIVAR SOLUTIONS USA INC	9,388.96			
80142508	US BANK TRUST NA	100,000.00			
80142509	VERIZON WIRELESS	2,795.36			
80142510	VESTIS GROUP INC	166.34			
80142511	VOLUNTEERS OF AMERICA OF	26,378.85			
80142512	WASHINGTON CRANE & HOIST LLC	10,320.86			
80142513	CHRISTIAN DENNY	191.00			
80142514	ABM JANITORIAL SERVICES SOUT	2,130.60			
80142515	ALSCO DIVISION OF ALSCO INC	2,790.81			6.49
80142516	AVISTA UTILITIES	53.64			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80142517	BERK CONSULTING INC	24,397.80		
80142518	BIG SKY ID CORP	548,380.24		
80142519	CATHOLIC CHARITIES	20,420.28		
80142520	CLARK'S CONTAINERS LLC	116.46		
80142521	COPIERS NORTHWEST INC	783.23		
80142522	CORBIN SENIOR ACTIVITY CENTE			2,612.50
80142523	COYLE OUTSIDE LLC			4,158.00
80142525	DNA LABS INTERNATIONAL INC	1,990.00		
80142526	ELECTRIC CITY INC			272.75
80142527	EVERGREEN STATE TOWING LLC	10,678.71		
80142528	FASTENAL CO	766.22		
80142529	GORLEY LOGISTICS LLC	83.24		
80142530	FINLEY BUTTES LIMITED	190,221.79		

80142531	HELFRICH BROTHERS BOILER WOR	64,178.55			
80142532	ITRON INC	10,470.84			
80142533	LAURI WEINMANN	3,877.18			
80142534	MARTIN LUTHER KING JR FAMILY	531.23			
80142535	MORGAN STANLEY CAPITAL	50,275.23			
80142537	NORTH COUNTRY SERVICES LLC	1,582.61			
80142538	PACIFIC POWER GROUP LLC	3,975.60			
80142539	PARAMETRIX INC	22,372.30			
80142540	PREMERA BLUE CROSS OR	1,060,411.78			
80142541	RESOURCE RECYCLING SYSTEMS I	500.00			
80142542	SAJB-WELLHEAD IMPLEMENTATION	30,000.00			
80142543	SENSKE PEST CONTROL	425.49			
80142544	SEVA WORKSHOP LLC	27,499.31			
80142545	SHERWIN WILLIAMS CO	677.41			
80142546	SPOKANE NEIGHBORHOOD ACTION	342.96			
80142547	SPOKANE COUNTY TREASURER	191,722.07			
80142548	SPOKANE INT'L AIRPORT	66,585.60			
80142549	SPOKANE LOW INCOME HOUSING	10,000.00			
80142550	SPOKANE PRO CARE INC	103.65			
80142551	STANTEC CONSULTING SERVICES	4,595.88			
80142552	THE HUNTINGTON NATIONAL BANK				191,351.64
80142553	TRANSITIONS	4,139.87			
80142554	UNITEC CORPORATION	6,877.66			
80142555	YOY INC	29,543.69			
80142556	VOLUNTEERS OF AMERICA OF	20,507.82			
80142557	WASHINGTON EQUIPMENT	13,678.00			
80142558	WATERTRONICS LLC				31,166.82
80142559	AARON BIBBY	60.00			
80142560	CAPTAIN JAKE'S INC				1,005.00
80142561	CATHOLIC CHARITIES	44,325.97			
80142562	CLEAN ENERGY INC	19,002.98			
80142563	COLEMAN OIL COMPANY LLC				1,335.95
80142564	COMMUNITY HEALTH ASSOCIATION	145,530.90			
80142565	STEVE CONNER				30,284.38
80142566	CREEK AT QUALCHAN GOLF COURS				22,994.85
80142567	DELTA DENTAL OF WASHINGTON	34,113.97			
80142568	GWP HOLDINGS LLC	277.06			
80142569	MARUBENI AMERICA CORPORATION				2,389.29
80142570	KAISER FOUNDATION HEALTH PLA	148,931.63			
80142571	DEREK LANDERS				3,283.50

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80142572	SCP DISTRIBUTORS LLC			2,922.69
80142573	MARSHALL TESTING PRODUCTS LL	124.40		
80142574	NE COMMUNITY CENTER ASSN	14,713.88		
80142575	NOVUS AUTO GLASS	496.05		
80142576	PENNYBANDZ LLC			212.19
80142577	POMP'S TIRE SERVICE INC	11,319.80		
80142578	REHN & ASSOCIATES	1,633.50		
80142579	THE SALVATION ARMY	83,333.36		
80142580	SANDBAGGERS CLUB LLC			43,203.37
80142581	SHERWIN WILLIAMS CO			50.72
80142582	SPOKANE NEIGHBORHOOD ACTION	17,763.64		
80142583	SOLID WASTE SYSTEMS INC	8,598.15		
80142584	T & T GOLF MANAGEMENT INC			35,821.08
80142585	CHESTER JOHN CASKEY			200.00
80142586	VERIZON WIRELESS	474.43		
80142587	VESTIS GROUP INC	19.50		
80142588	VICTOR J GIAMPIETRI II	1,050.00		

80142589	WILBUR ELLIS COMPANY			2,414.16
80142590	WILDROSE LTD dba			2,665.59
80142591	YWCA	49,716.06		
80142592	ROBERT J CHURCHILL	180.00		
80142593	EDWARD JAMES NEAL	180.00		
80142594	STEVEN J PLAYLE	60.00		
80142595	ROBERT L TYRRELL	180.00		
80142596	JENNIFER VEIRS	60.00		
		5,098,712.70		460,590.60
			CITYWIDE TOTAL:	5,559,303.30

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0030 - POLICE OMBUDSMAN

LEADERSHIP SPOKANE	REGISTRATION/SCHOOLING ACH PMT NO. - 80142422	3,550.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80142442	128.43
TOTAL FOR 0030 - POLICE OMBUDSMAN		3,678.43

0100 - GENERAL FUND

BERK CONSULTING INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80142399	21,858.63
INLAND TRENCHLESS SWANSON HOLDINGS INC	PERMIT REFUNDS PAYABLE CHECK NO. - 00612305	150.00
LUMEN 23315 66TH AVE S	PERMIT REFUNDS PAYABLE CHECK NO. - 00612306	147.50
MOORE IACOFANO GOLTSMAN INC DBA MIG INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80142423	13,727.55
PERMITIUM LLC	ACCOUNTS RECEIVABLE-MISC ACH PMT NO. - 80142491	145.00
THINK TANK ESCAPE ROOMS 327 W 3RD AVE STE E	PERMIT REFUNDS PAYABLE CHECK NO. - 00612312	537.89
US BANK TRAVEL CARD	TRAVEL CARD ADVANCE PYMT ACH PMT NO. - 80142441	61,402.71-
VADIM EKKERT 818 W WILLAPA AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00612310	307.50
TOTAL FOR 0100 - GENERAL FUND		24,528.64-

0230 - CIVIL SERVICE

CRAIG E HULT	OTHER MISC CHARGES ACH PMT NO. - 80142452	105.00
MARK E LINDSEY	OTHER MISC CHARGES ACH PMT NO. - 80142453	105.00
NICOLE B PALMERTON	OTHER MISC CHARGES ACH PMT NO. - 80142454	105.00
SCOTT A STEPHENS	OTHER MISC CHARGES ACH PMT NO. - 80142455	105.00
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80142441	2,606.91

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80142509	168.44

TOTAL FOR 0230 - CIVIL SERVICE		3,195.35

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

VESTIS GROUP INC DBA VESTIS SERVICES INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80142510	104.42
TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS		104.42

0370 - ENGINEERING SERVICES

FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80142412	5.68
MARSHALL TESTING PRODUCTS LLC	OPERATING SUPPLIES ACH PMT NO. - 80142573	124.40
TRAFFIC SAFETY SUPPLY INC	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70001750	50.19
VESTIS GROUP INC DBA VESTIS SERVICES INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80142587	58.50
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	11.32
TOTAL FOR 0370 - ENGINEERING SERVICES		250.09

0410 - FINANCE

SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80142496	636.18
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80142441	554.01-
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80142441	1,081.82
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80142441	358.02-
TOTAL FOR 0410 - FINANCE		805.97

0470 - HISTORIC PRESERVATION

COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80142438	88.85

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0470 - HISTORIC PRESERVATION		88.85

0500 - LEGAL

BRYTNEY STANLEY	OTHER TRANSPORTATION EXPENSES	

	CHECK NO. - 00612207	10.50
BRYTNEY STANLEY	PER DIEM	
	CHECK NO. - 00612207	138.00
GORLEY LOGISTICS LLC	OPERATING SUPPLIES	
dba FIKES NORTHWEST	ACH PMT NO. - 80142470	24.97
US BANK TRAVEL CARD	AIRFARE	
	ACH PMT NO. - 80142441	296.96
VESTIS GROUP INC	OPERATING SUPPLIES	
DBA VESTIS SERVICES INC	ACH PMT NO. - 80142510	22.92
TOTAL FOR 0500 - LEGAL		493.35

0520 - MAYOR

US BANK TRAVEL CARD	AIRFARE	
	ACH PMT NO. - 80142441	1,951.05
TOTAL FOR 0520 - MAYOR		1,951.05

0550 - NEIGHBORHOOD SERVICES

POLLYANNE F BIRGE	LOCAL MILEAGE	
	CHECK NO. - 00612250	61.04
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80142442	118.82
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		179.86

0560 - MUNICIPAL COURT

ERIN NIKKI MADUNICH	PER DIEM	
	CHECK NO. - 00612202	360.00
HOWARD F DELANEY	AIRFARE	
	ACH PMT NO. - 80142451	70.00-
HOWARD F DELANEY	PER DIEM	
	ACH PMT NO. - 80142451	360.00
NICOLE A VANGRIMBERGEN	PER DIEM	
	CHECK NO. - 00612211	360.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SARAH THOMPSON	OTHER TRANSPORTATION EXPENSES	
	CHECK NO. - 00612210	49.38
SARAH THOMPSON	PER DIEM	
	CHECK NO. - 00612210	360.00
US BANK TRAVEL CARD	AIRFARE	
	ACH PMT NO. - 80142441	1,436.73
US BANK TRAVEL CARD	LODGING	
	ACH PMT NO. - 80142441	436.50

TOTAL FOR 0560 - MUNICIPAL COURT		3,292.61

0620 - HUMAN RESOURCES

FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80142412	6.31
TOTAL FOR 0620 - HUMAN RESOURCES		6.31

0650 - PLANNING SERVICES

COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80142438	492.55
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80142441	245.74
TOTAL FOR 0650 - PLANNING SERVICES		738.29

0680 - POLICE

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80142391	378.00
ALLEN SHAFFER DBA SHAFCOM	MINOR EQUIPMENT ACH PMT NO. - 80142495	1,924.10
CDW GOVERNMENT INC	MINOR EQUIPMENT CREDIT CARD PMT NO. - 70001729	429.48
COMCAST	IT/DATA SERVICES CHECK NO. - 00612197	360.96
CONTRACT DESIGN ASSOCIATES INC	MINOR EQUIPMENT ACH PMT NO. - 80142460	2,516.68
COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80142461	86.31
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80142461	8,343.86

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80142463	156.91
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00612253	300.00
DNA LABS INTERNATIONAL INC	CONTRACTUAL SERVICES ACH PMT NO. - 80142525	1,990.00
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80142527	10,678.71
FREEDOM SALES & SUPPLY LLC	OPERATING SUPPLIES ACH PMT NO. - 80142473	860.48

GALLS LLC	CLOTHING CREDIT CARD PMT NO. - 70001748	6,568.92
GALLS LLC	MINOR EQUIPMENT CREDIT CARD PMT NO. - 70001731	1,168.46
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80142470	66.60
INLAND TOWING A DIV OF SADIE ENTERPRISE LLC	TOWING EXPENSE CHECK NO. - 00612256	1,300.61
JIM'S TRANSFER INC DBA DEVRIES MOVING PACKING STORAGE	PROFESSIONAL SERVICES ACH PMT NO. - 80142464	660.00
KERSHAWS INC	OFFICE SUPPLIES CREDIT CARD PMT NO. - 70001743	485.50
LAURI WEINMANN	CONTRACTUAL SERVICES ACH PMT NO. - 80142533	3,877.18
LEPS-PSS PLLC DBA PUBLIC SAFETY PSYCHOLOGICAL	MEDICAL SERVICES ACH PMT NO. - 80142492	500.00
LEXIS-NEXIS RISK & ANALYTICS GROUP ACCURINT-ACCT 1189340	BACKGROUND CHECKS ACH PMT NO. - 80142481	163.65
LIFE ASSIST INC	OPERATING SUPPLIES ACH PMT NO. - 80142482	7,299.88
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80142485	926.89
LOYAL 9 MFG LLC DBA SONS OF LIBERTY GUN WORKS	REGISTRATION/SCHOOLING CHECK NO. - 00612236	8,000.00
MUVZ INC DBA TRAFFIC SAFETY STORE	SAFETY SUPPLIES ACH PMT NO. - 80142504	3,625.97
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CREDIT CARD PMT NO. - 70001728	117.00
PET EMERGENCY CLINIC	VETERINARY SERVICES CHECK NO. - 00612234	787.93

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PORAC LEGAL DEFENSE FUND C/O FIVE STAR BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00612227	296.00
RENCORP REALTY LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80142493	198.02
RENCORP REALTY LLC	MINOR EQUIPMENT ACH PMT NO. - 80142493	747.86
ROBERT E STOFFREGEN MA PS	MEDICAL SERVICES CHECK NO. - 00612238	6,000.00
SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80142501	200,187.42
SPOKANE ENVELOPE LLC DBA ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80142393	399.72
STALKER RADAR/DIV OF	OPERATING SUPPLIES	

APPLIED CONCEPTS INC	CHECK NO. - 00612206	178.92
STOP STICK LTD	OPERATING SUPPLIES ACH PMT NO. - 80142502	1,392.12
T-MOBILE USA INC	MISC SERVICES/CHARGES CHECK NO. - 00612240	150.00
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80142441	8,045.99
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80142441	26,808.39
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80142441	5,694.82
US BANK TRAVEL CARD	REGISTRATION/SCHOOLING ACH PMT NO. - 80142441	6,774.00
W W GRAINGER INC DBA GRAINGER	OPERATING SUPPLIES ACH PMT NO. - 80142474	1,244.21
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	175.09
WA STATE EMPLOYMENT SECURITY DEPARTMENT	MISC SERVICES/CHARGES CHECK NO. - 00612212	9.50
TOTAL FOR 0680 - POLICE		321,876.14

0690 - COMMUNITY JUSTICE SERVICES

MELISSA BARCELLOS	PER DIEM CHECK NO. - 00612193	360.00
TRAVIS W TERRY	PER DIEM CHECK NO. - 00612209	360.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80142441	1,570.73
US BANK TRAVEL CARD	REGISTRATION/SCHOOLING ACH PMT NO. - 80142441	1,800.00
TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES		4,090.73

0700 - PUBLIC DEFENDER

ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80142514	2,130.60
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80142413	8.32
KENNETH C BECK DBA DR DOCUMENT	LEGAL SERVICES ACH PMT NO. - 80142465	390.00
RICHARD WALLIS	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80142456	35.00

RICHARD WALLIS	PER DIEM ACH PMT NO. - 80142456	360.00
	TOTAL FOR 0700 - PUBLIC DEFENDER	2,923.92

1100 - STREET FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80142396	10,004.70
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80142396	320.20
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142403	14,196.64
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00612253	1,715.00
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80142411	520.29
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80142420	1,067.50
METROPOLITAN TRANSPORTATION COMMISSION	SOFTWARE (NONCAPITALIZED) CHECK NO. - 00612208	9,000.00
POE ASPHALT PAVING INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142426	71,976.33
SHAMROCK MANUFACTURING INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142429	62,505.40

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPECIALTY MOBILE MIX INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142433	2,798.42
SPOKANE COUNTY WATER DIST NO 3	PUBLIC UTILITY SERVICE CHECK NO. - 00612205	259.58
VESTIS GROUP INC DBA VESTIS SERVICES INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80142443	129.48
W W GRAINGER INC DBA GRAINGER	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142415	65.55
WALTER E NELSON CO	OPERATING SUPPLIES CHECK NO. - 00612213	314.29
	TOTAL FOR 1100 - STREET FUND	174,873.38

1200 - CODE ENFORCEMENT FUND

CAREER PATH SERVICES EMPLOYMENT AND TRAINING	CONTRACTUAL SERVICES CHECK NO. - 00612228	51,120.69
CLARK'S CONTAINERS LLC	OPERATING RENTALS/LEASES ACH PMT NO. - 80142520	216.56

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80142407	36.92
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00612253	415.00
NORTH COUNTRY SERVICES LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80142488	1,527.25
SCOTT WETZEL 25 W CATALDO ST STE D	PERMIT REFUNDS PAYABLE CHECK NO. - 00612309	15.00
SHERWIN WILLIAMS CO	OPERATING SUPPLIES ACH PMT NO. - 80142545	677.41
SPOKANE COUNTY CLERK	LEGAL SERVICES CHECK NO. - 00612257	6.00
SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80142435	1,674.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80142442	850.15
VICTOR & MARY BETH BERTIS 10014 E 4TH AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00612311	15.00
	TOTAL FOR 1200 - CODE ENFORCEMENT FUND	56,553.98

1360 - MISCELLANEOUS GRANTS FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BERK CONSULTING INC	CONTRACTUAL SERVICES ACH PMT NO. - 80142399	21,858.63
BERK CONSULTING INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80142399	21,858.63-
MOORE IACOFANO GOLTSMAN INC DBA MIG INC	CONTRACTUAL SERVICES ACH PMT NO. - 80142423	13,727.55
MOORE IACOFANO GOLTSMAN INC DBA MIG INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80142423	13,727.55-
	TOTAL FOR 1360 - MISCELLANEOUS GRANTS FUND	0.00

1400 - PARKS AND RECREATION FUND

DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	BACKGROUND CHECKS CHECK NO. - 00612253	6,260.00
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80142441	718.60
	TOTAL FOR 1400 - PARKS AND RECREATION FUND	6,978.60

1425 - AMERICAN RESCUE PLAN

BERK CONSULTING INC	CONTRACTUAL SERVICES	

	ACH PMT NO. - 80142517	24,397.80
SEVA WORKSHOP LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80142544	27,499.31
STANTEC CONSULTING SERVICES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80142551	4,595.88
TOTAL FOR 1425 - AMERICAN RESCUE PLAN		56,492.99

1440 - FIRE GRANTS MISCELLANEOUS

LIBERTY LAKE POWERSPORTS LLC	VEHICLES CHECK NO. - 00612232	19,091.68
TOTAL FOR 1440 - FIRE GRANTS MISCELLANEOUS		19,091.68

1460 - PARKING METER REVENUE FUND

AT&T MOBILITY	CELL PHONE CHECK NO. - 00612249	14.26
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80142521	75.36

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ELECTRONIC DATA COLLECTION CORPORATION	BANK FEES ACH PMT NO. - 80142408	267.80
ELECTRONIC DATA COLLECTION CORPORATION	LEGAL SERVICES ACH PMT NO. - 80142408	1,597.50
ELECTRONIC DATA COLLECTION CORPORATION	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80142408	12,829.89
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80142442	21.40
TOTAL FOR 1460 - PARKING METER REVENUE FUND		14,806.21

1560 - FORFEITURES & CONTRIBUTION FND

NORTH COUNTRY SERVICES LLC	LEGAL SERVICES ACH PMT NO. - 80142537	1,582.61
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80142441	35.00
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80142441	975.99
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80142441	137.78
TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND		2,731.38

1620 - PUBLIC SAFETY & JUDICIAL GRANT

MEDLINE HOLDINGS LP DBA MEDLINE INDUSTRIES LP	OPERATING SUPPLIES CHECK NO. - 00612233	5,054.17
TRI-TECH FORENSICS INC DBA RESCUE ESSENTIALS	MINOR EQUIPMENT ACH PMT NO. - 80142505	13,777.69
TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT		18,831.86

1640 - COMMUNICATIONS BLDG M&O FUND

FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80142411	705.58
FIRE PROTECTION SPECIALISTS LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80142471	736.25
TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		1,441.83

1680 - CD/HS OPERATIONS

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80142441	70.00
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80142441	1,436.60
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80142441	221.99
US BANK TRAVEL CARD	PER DIEM ACH PMT NO. - 80142441	43.64
TOTAL FOR 1680 - CD/HS OPERATIONS		1,772.23

1910 - CRIMINAL JUSTICE ASSISTANCE FD

NONICA ANDREW DBA MARSHALLESE INTERPRETING SERVICES	INTERPRETER COSTS ACH PMT NO. - 80142486	3,530.00
VIRGINIA M SCUDDER	INTERPRETER COSTS ACH PMT NO. - 80142494	1,200.00
TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD		4,730.00

1970 - FIRE/EMS FUND

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80142394	36.55
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80142401	8,702.99
CORWIN OF SPOKANE LLC CORWIN FORD SPOKANE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80142405	864.50

COUVE FINANCIAL SERVICES 6 LLC ROYAL PARK RETIREMENT CENTER	PERMIT REFUNDS PAYABLE CHECK NO. - 00612230	152.00
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80142467	2,524.13
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80142467	44.20
FIRE PROTECTION SPECIALISTS LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80142471	2,208.75
FRED'S APPLIANCE INC	MINOR EQUIPMENT CHECK NO. - 00612198	1,308.08
GALLS LLC	CLOTHING CREDIT CARD PMT NO. - 70001740	542.10
GALLS LLC	CLOTHING ALTERATIONS & REPAIRS CREDIT CARD PMT NO. - 70001740	68.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JEFFREYS APPLIANCE SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00612199	88.32
MULTICARE HEALTH SYSTEMS PO BOX 5299	PERMIT REFUNDS PAYABLE CHECK NO. - 00612231	210.00
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80142424	8.40
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80142424	751.74
POINTE PEST CONTROL	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00612235	147.29
RACOM CORPORATION	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80142428	1,702.48
RACOM CORPORATION	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80142428	567.32
RAPCO INDUSTRIES INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00612204	3,964.21
SPOKANE FIRE FIGHTERS BENEFIT TRUST	MEDICAL SERVICES ACH PMT NO. - 80142436	6,463.00
THE HIDE OUT/ROYCE SHIELDS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80142478	992.81
TRACE ANALYTICS LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80142503	97.00
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80142441	1,525.18
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80142441	905.43
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80142441	224.19
US BANK TRAVEL CARD	PER DIEM	

	ACH PMT NO. - 80142441	12.89
W W GRAINGER INC DBA GRAINGER	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142474	589.66
YP AUTOMOTIVE INC DBA GMC OF RIVERFRONT PARK	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00612229	568.49
YP AUTOMOTIVE INC DBA GMC OF RIVERFRONT PARK	VEHICLE REPAIRS/MAINT CHECK NO. - 00612229	218.20
TOTAL FOR 1970 - FIRE/EMS FUND		35,487.91

1990 - TRANSPORTATION BENEFIT FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER	CONTRACTUAL SERVICES CHECK NO. - 00612248	5,151.23
TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND		5,151.23

3200 - ARTERIAL STREET FUND

ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00612248	6,442.19
ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER	CONTRACTUAL SERVICES CHECK NO. - 00612192	4,573.46
INLAND INFRASTRUCTURE LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80142479	256,772.63
PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80142539	192.50
TOOLE DESIGN GROUP LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80142439	10,863.34
TOTAL FOR 3200 - ARTERIAL STREET FUND		278,844.12

4100 - WATER DIVISION

ANATEK LABS INC	CONTRACTUAL SERVICES CREDIT CARD PMT NO. - 70001746	239.00
AVISTA UTILITIES	PUBLIC UTILITY SERVICE ACH PMT NO. - 80142396	80.32
BASIN SOD INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00612194	169.23
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES CREDIT CARD PMT NO. - 70001730	1,846.09
COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80142459	1,645.23
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80142461	76.17

DEVON BROWN 3517 W HOFFMAN AVE	REFUNDS CHECK NO. - 00612313	630.80
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00612253	1,725.00
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80142412	6.23
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	CONTRACTUAL SERVICES ACH PMT NO. - 80142470	49.95

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

H D FOWLER COMPANY	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80142476	12,801.00
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80142480	779.57
ITRON INC	CONTRACTUAL SERVICES ACH PMT NO. - 80142532	10,470.84
NEPTUNE TECHNOLOGY GROUP INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80142425	7,629.93
NEPTUNE TECHNOLOGY GROUP INC	POWER TOOLS/EQUIPMENT ACH PMT NO. - 80142425	694.32
OXARC LLC	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70001744	4,121.60
SAJB-WELLHEAD IMPLEMENTATION BOARD PROGRAM	CONTRACTUAL SERVICES ACH PMT NO. - 80142542	30,000.00
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142497	1,311.28
SOUND WATER SERVICES INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142499	4,013.62
SPOKANE COUNTY TREASURER	PERMITS/OTHER FEES ACH PMT NO. - 80142501	122.13
TRAFFIC SAFETY SUPPLY INC	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70001739	4,347.64
TRUE SEALS LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142506	1,916.64
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80142441	426.97
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80142441	3,569.06
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80142441	51.29
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80142509	2,626.92
WASHINGTON CRANE & HOIST LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80142512	2,064.17

WASHINGTON CRANE & HOIST LLC	REPAIRS/MAINTENANCE ACH PMT NO. - 80142512	8,256.69
	TOTAL FOR 4100 - WATER DIVISION	101,671.69

4250 - INTEGRATED CAPITAL MANAGEMENT

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ADAM RHOADES	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00612316	44.40
BIG SKY ID CORP	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80142518	548,380.24
BRIAN BRISENDINE JR	PER DIEM CHECK NO. - 00612214	293.00
PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80142539	36,288.00
SHI CORP	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80142496	696.11
SPOKANE COUNTY CLERK	LAND ACQUISITION CHECK NO. - 00612237	70,000.00
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80142441	256.61
WESTLAND RESOURCES INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00612260	1,375.20
	TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT	657,333.56

4310 - SEWER MAINTENANCE DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142392	197.17
CENTURYLINK	TELEPHONE CHECK NO. - 00612195	331.68
CUESTA SPRINGS ICE COMPANY OF IDAHO LLC	OPERATING SUPPLIES ACH PMT NO. - 80142406	116.68
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00612253	360.00
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80142441	451.86
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80142441	214.30
	TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION	1,671.69

4320 - RIVERSIDE PARK RECLAMATION FAC

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	

	ACH PMT NO. - 80142396	301.47
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80142396	16.50

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BECKWITH & KUFFEL INC DBA GRANICH ENGINEERED PRODUCTS	OPERATING SUPPLIES ACH PMT NO. - 80142475	471.49
CENTURYLINK	TELEPHONE CHECK NO. - 00612251	64.99
CHRISTIAN DENNY	PERMITS/OTHER FEES ACH PMT NO. - 80142513	191.00
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80142401	2,038.60
CORE & MAIN LP	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142404	4,217.64
EUROFINS ENVIRONMENT TESTING NORTHWEST LLC	TESTING SERVICES ACH PMT NO. - 80142409	99.00
FASTENAL CO	SAFETY SUPPLIES ACH PMT NO. - 80142467	801.35
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80142468	60.51
FERGUSON ENTERPRISES INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142469	1,384.18
FISHER SCIENTIFIC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142472	2,923.75
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80142470	58.27
HASA INC	CHEMICAL/LAB SUPPLIES CREDIT CARD PMT NO. - 70001733	15,514.84
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80142419	8,240.42
OXARC LLC	CHEMICAL/LAB SUPPLIES CREDIT CARD PMT NO. - 70001736	1,241.12
OXARC LLC	REGISTRATION/SCHOOLING CREDIT CARD PMT NO. - 70001736	398.00
PACIFIC POWER GROUP LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80142538	3,975.60
T-MOBILE	CELL PHONE CHECK NO. - 00612239	685.92
UNIVAR SOLUTIONS USA INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80142507	9,388.96
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80142441	2,360.32
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80142441	129.84

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRAVEL CARD	PER DIEM ACH PMT NO. - 80142441	273.21
VWR INTERNATIONAL	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80142445	291.66
YOY INC DBA VERDIS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80142555	29,543.69
TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC		84,672.33

4330 - STORMWATER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80142516	53.64
CENTURYLINK	TELEPHONE CHECK NO. - 00612251	81.58
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00612253	320.00
VERIZON WIRELESS	TELEPHONE ACH PMT NO. - 80142586	474.43
TOTAL FOR 4330 - STORMWATER		929.65

4490 - SOLID WASTE DISPOSAL

DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00612253	50.00
FINLEY BUTTES LIMITED PARTNERSHIP DBA FINLEY BUTTES	CONTRACTUAL SERVICES ACH PMT NO. - 80142530	190,221.79
HELFRICH BROTHERS BOILER WORKS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80142531	64,178.55
HYDRAULICS PLUS INC	EQUIPMENT REPAIRS/MAINTENANCE CREDIT CARD PMT NO. - 70001749	8,160.66
RESOURCE RECYCLING SYSTEMS INC	ADVERTISING ACH PMT NO. - 80142541	500.00
SENSKE PEST CONTROL SENSKE LAWN & TREE CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80142543	425.49
SHERI BREBNER 1812 E EMPIRE AVE	WTE DISPOSAL CHECK NO. - 00612315	25.68
SPOKANE INT'L AIRPORT	OPERATING RENTALS/LEASES ACH PMT NO. - 80142548	66,585.60
SPOKANE PRO CARE INC	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80142550	103.65

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

UNITEC CORPORATION	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80142554	6,877.66
WASHINGTON EQUIPMENT MANUFACTURING CO INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80142557	13,678.00
TOTAL FOR 4490 - SOLID WASTE DISPOSAL		350,807.08

4500 - SOLID WASTE COLLECTION

ALAN GLENN HIBBS	PERMITS/OTHER FEES CHECK NO. - 00612300	136.00
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80142515	2,790.81
BRENDAN HAIGHT	PERMITS/OTHER FEES CHECK NO. - 00612299	136.00
COMCAST	TELEPHONE CHECK NO. - 00612252	204.51
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80142521	306.38
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00612253	560.00
DUSTIN H CHENEY	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00612298	15.00
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80142528	766.22
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80142529	83.24
JASON MAZZIOTTI	MEDICAL SERVICES CHECK NO. - 00612314	110.00
SPOKANE COUNTY TREASURER	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80142547	191,722.07
WASTEQUIP WASHINGTON	MACHINERY/EQUIPMENT CHECK NO. - 00612317	41,960.00
TOTAL FOR 4500 - SOLID WASTE COLLECTION		238,790.23

4530 - SOLID WASTE LANDFILLS

ANATEK LABS INC	CONTRACTUAL SERVICES CREDIT CARD PMT NO. - 70001746	2,090.00
TOTAL FOR 4530 - SOLID WASTE LANDFILLS		2,090.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4600 - GOLF FUND

DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	BACKGROUND CHECKS CHECK NO. - 00612253	975.00
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00612253	195.00
TOTAL FOR 4600 - GOLF FUND		1,170.00

4700 - DEVELOPMENT SVCS CENTER

AARON BIBBY	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80142559	60.00
ACORN STAIRLIFTS INC 7001 LAKE ELLENOR DR	PERMIT REFUNDS PAYABLE CHECK NO. - 00612301	115.00
ADVANCED TECHNOLOGY HEATING AND COOLING LLC	PERMIT REFUNDS PAYABLE CHECK NO. - 00612302	451.00
BILLIE HJORT 8506 N PANORAMA DR	PERMIT REFUNDS PAYABLE CHECK NO. - 00612200	61.75
BOONE ELECTRIC 11502 E MONTGOMERY DR	PERMIT REFUNDS PAYABLE CHECK NO. - 00612303	58.43
CONTRACT DESIGN 1 N MONROE ST STE 100	PERMIT REFUNDS PAYABLE CHECK NO. - 00612201	30.00
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80142521	401.49
DESPAIN CONSTRUCTION 8315 N PINE MEADOWS RD	PERMIT REFUNDS PAYABLE CHECK NO. - 00612304	130.50
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80142407	36.92
EDWARD JAMES NEAL	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80142593	180.00
JENNIFER VEIRS	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80142596	60.00
PIPELINE PLUMBING 10011 N HUNTINGTON	PERMIT REFUNDS PAYABLE CHECK NO. - 00612307	0.38
QUALITY ELECTRIC LLC 12606 W 2ND AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00612308	20.13
ROBERT J CHURCHILL	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80142592	180.00
ROBERT L TYRRELL	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80142595	180.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

STEVEN J PLAYLE	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80142594	60.00
TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER		2,025.60

5100 - FLEET SERVICES FUND

CLEAN ENERGY INC	CONTRACTUAL SERVICES ACH PMT NO. - 80142562	19,002.98
CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS ACH PMT NO. - 80142402	1,935.42
CUMMINS INC DBA CUMMINS SALES & SERVICE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80142462	2,945.52
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00612253	250.00
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80142466	364.40
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	EQUIPMENT REPAIRS/MAINTENANCE CREDIT CARD PMT NO. - 70001741	2,525.79
GWP HOLDINGS LLC DBA DOBBS PETERBILT	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80142568	277.06
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80142575	773.29
POMP'S TIRE SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80142577	11,319.80
POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80142427	6,137.83
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80142583	19,841.77
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80142441	906.17
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80142441	350.15
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80142442	470.91
TOTAL FOR 5100 - FLEET SERVICES FUND		67,101.09

5200 - PUBLIC WORKS AND UTILITIES

KERSHAWS INC	OFFICE FURNITURE (NON CAPITAL) CREDIT CARD PMT NO. - 70001743	2,192.72

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		2,192.72

5500 - PURCHASING & STORES FUND

US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80142441	156.98

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80142442	128.43
	TOTAL FOR 5500 - PURCHASING & STORES FUND	285.41

5600 - ACCOUNTING SERVICES

SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80142496	79.64
	TOTAL FOR 5600 - ACCOUNTING SERVICES	79.64

5700 - MY SPOKANE

US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80142441	70.00
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80142441	1,256.28
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80142441	58.94
	TOTAL FOR 5700 - MY SPOKANE	1,385.22

5800 - RISK MANAGEMENT FUND

VICTOR J GIAMPIETRI II DBA WA STATE FIRST AID	CONTRACTUAL SERVICES ACH PMT NO. - 80142588	1,050.00
	TOTAL FOR 5800 - RISK MANAGEMENT FUND	1,050.00

5830 - EMPLOYEES BENEFITS FUND

DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80142567	32,241.97
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80142570	148,931.63
LIFEWISE ASSURANCE CO	INSURANCE PREMIUMS ACH PMT NO. - 80142483	34,014.73

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80142540	965,897.22
REHN & ASSOCIATES SPOKANE CITY TREASURER	INSURANCE ADMINISTRATION ACH PMT NO. - 80142578	1,633.50
	TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND	1,182,719.05

5900 - FACILITIES MANAGEMENT FUND OPS

ARROW CONCRETE & ASPHALT	BUILDING REPAIRS/MAINTENANCE

SPECIALTIES LLC	CREDIT CARD PMT NO. - 70001747	16,774.63
AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80142395	19,521.32
AVISTA CORPORATION	UTILITY NATURAL GAS ACH PMT NO. - 80142395	1,489.45
MARTIN LUTHER KING JR FAMILY OUTREACH CENTER	PUBLIC UTILITY SERVICE ACH PMT NO. - 80142534	1,076.00
MARTIN LUTHER KING JR FAMILY OUTREACH CENTER	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80142534	21.70
TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS		38,883.10

5902 - PROPERTY ACQUISITION POLICE

CDW GOVERNMENT INC	MINOR EQUIPMENT CREDIT CARD PMT NO. - 70001729	333.85
TOTAL FOR 5902 - PROPERTY ACQUISITION POLICE		333.85

6080 - POLICE PENSION FUND

US BANK TRUST NA OR CITY OF SPOKANE	PURCHASE OF INVESTMENTS ACH PMT NO. - 80142508	100,000.00
TOTAL FOR 6080 - POLICE PENSION FUND		100,000.00

6100 - RETIREMENT

MORGAN STANLEY CAPITAL MANAGEMENT LLC	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80142535	45,775.23
TOTAL FOR 6100 - RETIREMENT		45,775.23

6200 - FIREFIGHTERS' PENSION FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80142567	507.00
EVERGREEN FOUNTAINS LLC	SERVICE REIMBURSEMENT CHECK NO. - 00612254	5,320.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00612255	52,564.00
HOWARD R VARNER	SERVICE REIMBURSMENT CHECK NO. - 00612259	2,091.71
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION ACH PMT NO. - 80142483	3,488.09
MORGAN STANLEY CAPITAL MANAGEMENT LLC	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80142535	4,500.00

PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80142540	62,619.40
SPOKANE LIFELINE INC	SERVICE REIMBURSMENT CHECK NO. - 00612258	31.61
	TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND	131,121.81

6255 - LAW ENFORCEMENT RECORDS MGMT

SPOKANE COUNTY TREASURER	DEPOSIT-COUNTY ACH PMT NO. - 80142501	4,749.50
WA STATE DEPT OF LICENSING	DEPOSIT-POLICE GUN PERMITS CHECK NO. - 00612242	16,098.00
WA STATE PATROL	DEPOSIT-SPD STATE REMITTANCE CHECK NO. - 00612243	4,476.00
	TOTAL FOR 6255 - LAW ENFORCEMENT RECORDS MGMT	25,323.50

6300 - POLICE PENSION

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80142567	1,365.00
EVERGREEN FOUNTAINS LLC	SERVICE REIMBURSEMENT CHECK NO. - 00612254	7,050.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00612255	20,222.00
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION ACH PMT NO. - 80142483	2,645.33
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80142540	31,895.16

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80142441	596.49
	TOTAL FOR 6300 - POLICE PENSION	63,773.98
	TOTAL CLAIMS	4,098,120.56

Agenda Sheet for City Council: **Committee: Date:** N/A **Committee Agenda type:**		**Date Rec'd**	7/8/2025
		Clerk's File #	CPR 2025-0003
		Cross Ref #	
Council Meeting Date: 07/14/2025		**Project #**	
Submitting Dept	ACCOUNTING & GRANTS	**Bid #**	
Contact Name/Phone	MATT BOSTON 6820	**Requisition #**	
Contact E-Mail	MBOSTON@SPOKANECITY.ORG		
Agenda Item Type	Claim Item		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5600-ACCOUNTING-PAYROLL THRU 7-5-2025		

Agenda Wording

Report of the Mayor of pending payroll claims of previously approved obligations through: July 5, 2025.
Payroll check #577390 through check #577660 $10,884,807.67

Summary (Background)

N/A

What impacts would the proposal have on historically excluded communities?

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

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

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 10,884,807.67	**#** Various
Select	**$**	**#**
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	BAIRD, CHRISTI		
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List

PAYROLL RECAP BY FUND

PAY PERIOD ENDING JULY 5, 2025

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	13,877.09
0230	CIVIL SERVICE	49,052.80
0260	CITY CLERK	25,790.40
0320	COUNCIL	63,486.40
0330	PUBLIC AFFAIRS / COMMUNICATIONS	35,024.63
0370	ENGINEERING SERVICES	219,221.61
0410	FINANCE	51,275.21
0450	CD/HS DIVISION	10,708.00
0470	HISTORIC PRESERVATION	8,426.90
0480	OFFICE OF CIVIL RIGHTS,EQUITY, & INCLUSION	5,424.00
0500	LEGAL	157,428.38
0520	MAYOR	55,595.23
0550	NEIGHBORHOOD SERVICES	16,048.00
05601	MUNICIPAL COURT	158,111.63
0570	OFFICE OF HEARING EXAMINER	7,486.40
0620	HUMAN RESOURCES	44,203.20
0650	PLANNING SERVICES	52,332.01
0680	POLICE	2,840,433.80
0690	PROBATION SERVICES	86,366.43
0700	PUBLIC DEFENDERS	106,221.91
0750	ECONOMIC DEVELOPMENT	16,010.40
0860	TREASURER	0.00
	TOTAL GENERAL FUND	4,022,524.43

FUND	FUND NAME	TOTAL
1100	STREET	336,898.93
1200	CODE ENFORCEMENT	87,325.02
1300	LIBRARY	283,977.43
1360	MISC GRANTS	0.00
1380	TRAFFIC CALMING MEASURES	3,615.20
1390	URBAN FORESTRY	3,052.80
1400	PARKS AND RECREATION	589,294.18
1425	AMERICAN RESCUE PLAN	0.00
1460	PARKING METER	40,913.71
1620	PUBLIC SAFETY & JUDICIAL GRANT	21,038.70
1625	PUBLIC SAFETY PERSONNEL	0.00
1680	CD/HS	84,499.58
1910	CRIMINAL JUSTICE ASSISTANCES	0.00
1970	EMS FUND	2,272,635.16
4100	WATER	540,699.55
4250	INTEGRATED CAPITAL FUND	86,069.60
4300	SEWER	723,570.83
4480	REFUSE	748,478.83
4600	GOLF	86,285.94
4700	GENERAL SERVICES FUND	220,059.12
5100	FLEET SERVICE	143,976.32
5200	PUBLIC WORKS & UTILITY FUND	65,120.59
5300	MIS	211,039.97
5400	REPROGRAPHICS	2,756.80
5500	PURCHASING	32,394.40
5600	ACCOUNTING SERVICES	130,845.87
5700	MY SPOKANE	37,602.93
5750	PROJECT MANAGEMENT OFFICE	29,100.80
5800	RISK MANAGEMENT	8,681.84
5810	WORKER'S COMPENSATION	3,681.60
5830	SELF-FUNDED MEDICAL/DENTAL	6,977.69
5900	ASSET MANAGEMENT	48,340.25
6060	CITY RETIREMENT	13,349.60
	TOTAL	10,884,807.67

MINUTES OF SPOKANE CITY COUNCIL

Monday, June 16, 2025

AGENDA REVIEW SESSION

The Agenda Review Session of the Spokane City Council held on the above date was called to order at 3:33 p.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington. A recording of the meeting can be found at the following link: https://vimeo.com/spokanecitycouncil.

Roll Call
On roll call, Council President Wilkerson and Council Members Bingle, Cathcart, Dillon, Klitzke (appearing virtually), Navarrete, and Zappone were present.

City Administrator Alex Scott; Giacobbe Byrd, Director-City Council Office; City Council Policy Advisor Chris Wright; and City Clerk Terri Pfister were also present for the meeting.

Council Recess/ Executive Session
The City Council recessed at 3:34 p.m. and immediately reconvened into an Executive Session to discuss pending litigation for 30 minutes. City Attorney Mike Piccolo, Assistant City Attorney Elizabeth Schoedel, and Attorney Brian Werst, representing Spokane Airports, were present during the Executive Session. At 4:04 p.m., the Executive Session was extended for ten additional minutes. At 4:14 p.m., the Executive Session was extended for an additional five minutes. At 4:19 p.m., the Executive Session ended, and the City Council reconvened in open session for the remainder of the Agenda Review Session, with Council Members Bingle and Dillon returning at 4:21 p.m.

There were no **Interviews of Nominees to Boards and Commissions**.

BRIEFING ON AGENDA ITEMS
Final Agenda for June 16, 2025
Contract with Penser North America, Inc. for Third-Party Administrative Services for Workers Compensation (OPR 2025-0417) (Council Sponsors: Council President Wilkerson and Council Member Zappone)
At the request of Council President Wilkerson, City Attorney Mike Piccolo provided a briefing on the Contract with Penser North America, Inc. for Third-party Administrative Services for Workers Compensation, and he responded to Council inquiries.

Outside Special Counsel Contract Amendment with Summit Law Group (OPR 2022-0481) (Council Sponsor: Council Member Dillon)
At the request of Council President Wilkerson, City Attorney Mike Piccolo provided a briefing on the Outside Special Counsel Contract Amendment with Summit Law Group to

assist the City in labor negotiations and human resources advice, and he responded to Council inquiries.

Updated Draft Agenda for June 23, 2025
There were no requests for staff to brief agenda items.

Draft Agenda for June 30, 2025
Special Budget Ordinance C36710 (Council Sponsors: Council President Wilkerson and Council Members Dillon and Zappone)
At the request of Council Member Cathcart, Deputy City Administrator Maggie Yates briefed City Council on Special Budget Ordinance C36710 (amending Biennial Budget to allocate another round of Opioid Settlement Funding), and she responded to Council inquiries.

CONSIDERATION OF AMENDMENT AND DEFERRAL REQUESTS
June 16, 2025, Final Agenda
OPR 2025-0436—Low Bid for Sprague/Ali/Broadway Grind and Overlay Project (ENG 2024063) (Council Sponsor: Council Member Klitzke)
Motion by Council Member Bingle, seconded by Council Member Dillon, **to defer** OPR 2025-0436—Low bid of (to be determined) for Sprague/Alki/Broadway Grind and Overlay project—to June 23, 2025, Agenda; **carried 7-0.**

Resolution 2025-0046 and Resolution 2025-0049 (Council Sponsors: Council Members Bingle, Navarrete, and Zappone)
Motion by Council Member Dillon, seconded by Council Member Zappone, **to suspend** Council Rules and add Resolution 2025-0046 (approving the 2025-2029 Consolidated Plan for Community Development including the 2025 Action Plan component for CDBG, HOME, and ESG federal grant programs and approval to enter into agreements with HUD and awarded organizations) and Resolution 2025-0049 (approving the program year 2025 CDBG funding recommendations approved by the CHHS Board)—to tonight's Legislative Agenda; **carried 7-0.**

Resolution 2025-0048 (Council Sponsors: Council Members Bingle, Navarrete, and Zappone)
Motion by Council Member Bingle, seconded by Council Member Dillon, **to suspend** Council Rules and add Resolution 2025-0048 (relating to the Mayor's Executive Order 2025-0002 titled "Executive Order for Declaration of Emergency and Curfew Order" and dated June 11, 2025) to tonight's Legislative Agenda; **carried 7-0.**

Motion by Council Member Bingle, seconded by Council Member Zappone, **to amend** Resolution 2025-0048 and in the first "Be It Further Resolved," change the language to expire at 11:59 p.m. on June 14, 2025; **carried 7-0.**

Final Reading Ordinances C36679 (Council Sponsors: Council Members Klitzke and Zappone), C36691 (Council Sponsors: Council Members Zappone, Klitzke, and Dillon), C36692 (Council Sponsors: Council Members Zappone, Klitzke, and Dillon), and C36694 (Council Sponsors: Council Members Zappone and Klitzke)

Motion by Council Member Cathcart, seconded by Council President Wilkerson, **to defer** Final Reading Ordinances C36679 (regarding obstructing access to and unauthorized camping upon public property), C36691 (establishing the H.O.M.E. Starts Here Initiative), C36692 (codifying best practices for siting an activation of inclement weather centers and emergency and transitional housing facilities), and C36694 (regarding aggressive solicitation) to June 20, 3025, Agenda; **failed 3-4.**

A motion was presented by Council Member Cathcart, seconded by Council Member Bingle, that, under Council Rule 1.3.B.1, the Council release all actual legal documentation and analysis conducted related to the ordinances. After Council discussion, Council President Wilkerson announced, after hearing no objections, that the motion is withdrawn.

First Reading Ordinance C36700 (Council Sponsors: Council Members Navarrete and Klitzke)

Motion by Council Member Dillon, seconded by Council Member Navarrete, **to suspend** Council Rules for purposes of considering an amendment to Ordinance C36700 (titled "Authorizing the Park Board and Park Director to designate portions of park property as Non-Public Areas, amending sections 12.06A.030 and 12.06A.040 of the Spokane Municipal Code"); **carried 5-2.**

Motion by Council Member Dillon, seconded by Council Member Zappone, **to amend** First Reading Ordinance C36700 with an updated revised version (Amendment 2) circulated earlier today (June 16, 2025) (making the ordinance an emergency); **carried 4-3.** Per Council Rule 4.2.B and 4.2.G, as the amendment passed, final consideration of the item will be automatically deferred to June 30, 2025.

Clerical Note: The title of Ordinance C36700, as amended, now reads: "Titled 'Safe and Welcome in Spokane,' expanding protections against warrantless searches from immigration enforcement in designated non-public areas, amending section 12.05.005 and declaring an emergency."

Joint Letter with Elected Officials from Spokane County and Spokane Valley, as well the Spokane County Sheriff and the Spokane Valley Police Chief to convene the "Safe & Healthy Spokane Task Force" (Deferred from June 2, 2025, Agenda) (Council Sponsor: Council President Wilkerson)

Motion by Council Member Zappone, seconded by Council President Wilkerson, **to defer indefinitely** the Joint Letter with elected officials from Spokane County and Spokane Valley, as well the Spokane County Sheriff and the Spokane Valley Police Chief to convene the "Safe & Healthy Spokane Task Force" to provide a comprehensive regional effort to combat the opioid epidemic; **carried 7-0.**

June 23, 2025, Updated Draft Agenda
There were no considerations of amendments or deferrals for the June 23, 2025, Updated Draft Agenda.

June 30, 2025, Draft Agenda
First Reading Ordinance C36716 (Council Sponsors: Council Members Bingle and Navarrete)
Motion by Council Member Bingle, seconded by Council Member Navarrete, **to suspend the Council Rules and add** Ordinance C36716 (expanding the duties of the Spokane Human Rights Commission to include automatic review of proposed changes to Title 18 of the Spokane Municipal Code and related provisions) for First Reading on June 23, 2025, and Final Reading on June 30, 2025; **carried 5-2.**

Action to Approve Agendas
The City Council took the following action (pursuant to Council Rule 2.1.B):

> **Motion** by Council Member Zappone, seconded by Council Member Navarrete, **to approve** the June 16, 2025, Final Agenda, as amended; the June 23, 2025, Updated Draft Agenda, as amended, and the June 30, 2025, Draft Agenda, as amended; **carried 6-1.**

Council Recess
The City Council recessed at 5:13 p.m. The City Council reconvened for the Legislative Session at 6:05 p.m.

LEGISLATIVE SESSION

Land Acknowledgement
Council President Wilkerson started the meeting off by reading the "Land Acknowledgement" (adopted by City Council on March 22, 2021, under Resolution 2021-0019) which appears on page 2 of the agenda.

Pledge of Allegiance
The Pledge of Allegiance was led by Council President Wilkerson.

Roll Call
On roll call, Council President Wilkerson and Council Members Bingle, Cathcart, Dillon, Klitzke (appearing virtually), Navarrete, and Zappone were present.

Giacobbe Byrd, Director-City Council Office; City Council Policy Advisor Chris Wright; and City Clerk Terri Pfister were also present for the meeting.

There were no **Proclamations and Salutations.**

There were no **Reports from Community Organizations.**

There was no **Poetry at the Podium.**

There were no **Boards and Commissions Appointments.**

ANNOUNCEMENT
Council Member Bingle announced that earlier today the City Council added a resolution (RES 2025-0048) to end the emergency declared by the Mayor. He noted there are a lot of people here to speak in open forum and some of them may be for that issue but if people would like they can adjust and move to speak on the resolution.

CONSENT AGENDA

After public commentary and an opportunity for Council commentary, with none provided, the following action was taken:

Upon 7-0 Voice Vote, the City Council **approved** Staff Recommendations for the following items:

Preapproval to purchase four units for Wastewater Maintenance, Water, and Street Maintenance—estimated total $845,000 (incl. tax). (OPR 2025-0399) (Council Sponsors: Council Members Bingle and Klitzke)

Five-year Value Blanket with Orca Pacific, Inc. (Auburn, WA) for the as-needed purchase of Acid Magic for use at the Waste to Energy Facility from July 1, 2025, through June 30, 2030—total cost not to exceed $75,000 (plus tax). (OPR 2025-0400 / RFQ 6330-25) (Council Sponsor: Council Member Klitzke)

Contract Renewal 1 of 2 with Applied Industrial Technologies (Spokane) for the as-needed purchase and installation of conveyor belts at the Waste to Energy Facility from July 1, 2025, through June 30, 2026—not to exceed $170,000 (plus tax). (OPR 2023-0686 / IPWQ 5891-23) (Council Sponsor: Council Member Klitzke)

Five-year Master Contract with Graymar Environmental Services, LLC. (Moses Lake, WA) for recycling services of used oil and antifreeze, oil-water separation and trenching services, for use by various departments from July 1, 2025, through June 30, 2030—not to exceed $500,000 (plus tax). (OPR 2025-0394 / RFP 6327-25) (Council Sponsor: Council Member Klitzke)

Contract with Penser North America, Inc. (Lacey, WA) for Third Party Administrative Services for Workers Compensation from May 1, 2025, through April 30, 2026—$165,000 (plus tax). (OPR 2025-0417) (Relates to Special Budget Ordinance C36706 and Resolution 2025-0043) (Council Sponsors: Council President Wilkerson and Council Member Zappone)

Contract with Arthur J Gallagher Risk Management Services, LLC (Meadows, IL) for the purpose of providing Insurance Brokerage Services from June 16, 2025, through June 15, 2028—$75,000 annually with a 3% increase in Years 2 & 3 (plus tax). (OPR 2025-0420 / RFP 6325-25) (Council Sponsors: Council Members Dillon and Zappone)

Contract Amendment with DeepWalk Research, Inc., (Chicago, IL) to assess sidewalk data with the use of their ADA prioritization software from June 16, 2025, through December 31, 2025—$299,735 (plus tax). (OPR 2025-0327 / RFQu 6349-25) (Council Sponsor: Council Member Klitzke)

Outside Special Counsel Contract Amendments with:

a. Summit Law Group in the action Michael Bacon, et. al. v. City of Spokane, et. al. —increase of $100,000. Total contract amount: $385,000. (OPR 2021-0722)

b. Zach Pekelis of Pacifica Law Group (Seattle, WA) in the legal matter of John Sean Feucht v. City of Spokane, et al—additional $100,000. Total contract amount: $200,000. (OPR 2024-0106)

(Council Sponsor: Council Member Dillon)

Outside Special Counsel Contract Amendment with Summit Law Group (Seattle, WA) to assist the City in labor negotiations and human resources advice—increase of $100,000. Total contract amount: $400,000. (OPR 2022-0481) (Council Sponsor: Council Member Dillon)

Contract Renewal 1 of 2 with ABM Industry Groups, LLC (Spokane) for Intermodal Facility janitorial services from June 1, 2025, through May 31, 2026—$152,896.56 (plus tax). (OPR 2023-0579 / IPWQ 5806-23) (Council Sponsors: Council Members Dillon and Cathcart)

Contract Amendment with Integrus (Spokane) for Design and Engineering Services for Upriver Dam Building Interior Remodel from March 4, 2025, through October 31, 2025—$43,860 (plus tax). (OPR 2023-1223 / RFQu 5898-23) (Council Sponsors: Council Members Dillon and Cathcart)

Consultant Agreement with Bureau Veritas Technical Assessments LLC (Elliott City, MD) for Building, Facility Site, System and Structure Condition Assessments including ADA surveys, Equipment Coding and Mapping, and Condition Report from June 16, 2025, through May 31, 2027—$96,968.41 (plus tax). (OPR 2025-0393) (Council Sponsor: Council Member Dillon)

No-cost Contract Amendment with Gordon Truck Centers, Inc. dba Freightliner Northwest (Spokane) converting the contract to a Master Contract for general repair and maintenance of medium/heavy duty trucks and equipment from March 1, 2025, through April 30, 2029. (OPR 2024-0493 / RFP 6037-24) (Council Sponsors: Council Members Klitzke and Bingle)

Consultant Agreement (amends previous Agreement) with Parametrix, Inc. (Spokane) for the design of Fish Lake Trail Connection Phase 2 from May 13, 2025, through December 31, 2026—$530,000 plus 10% administrative reserve. (OPR 2024-1060 / ENG 2023107) (Council Sponsor: Council Member Klitzke)

Low Bid of Inland Infrastructure, LLC (Spokane) for 2025 Local Access Grind and Overlay project—$1,569,695 (plus tax). An administrative reserve of $156,969.50 (plus tax), which is 10% of the contract amount, will be set aside. (Various Neighborhoods) (OPR 2025-0419 / ENG 2025044) (Council Sponsor: Council Member Klitzke)

Public Works Agreement with Frank Gurney, Inc. (Spokane Valley, WA) for guard rail repair services from July 1, 2025, through June 30, 2028—not to exceed $125,000 annually (plus tax). (OPR 2025-0335 / PW ITB 6357-25) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

Architectural & Engineering Contract with HDR Engineering, Inc. (Bellevue, WA) to provide a cost estimation study for a new transfer station from June 1, 2025, to December 31, 2025—not to exceed $56,268 (plus tax). (OPR 2025-0395) (Council Sponsor: Council Member Klitzke)

Revenue Agreement with Tidewater Environmental Services (Vancouver, WA) for volume discounted disposal of USDA Regulated waste at the Waste to Energy Facility from July 1, 2025, through December 31, 2026—estimated annual revenue of $120,000. (OPR 2025-0396) (Council Sponsor: Council Member Klitzke)

Water Quality Combined Financial Assistance Agreement with the Department of Ecology for an RFP seeking a private-public partnership to implement a CBP3 project to construct

a regional stormwater multi-use facility—$247,213 (no match requirement). (OPR 2025-0397) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

Consultant Agreement with Kleinschmidt Associates, Inc. (Redmond, WA) for Upriver Dam Federal Energy Regulatory Commission relicense consulting services from June 23, 2025, through December 31, 2031—$2,556,000 (plus tax). (OPR 2025-0398 / BID 6256-24) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

Report of the Mayor of pending:

a. Claims and payments of previously approved obligations, including those of Parks and Library, through May 30, 2025, total $12,815,881.28 (Check Nos. 611288-611421; Credit Card Nos.: 001597-001613; ACH Payment Nos.: 141351-141503), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $12,460,912.20. (CPR 2025-0002)

b. Claims and payments of previously approved obligations, including those of Parks and Library, through June 6, 2025, total $11,437,192.47 (Check Nos. 611422-611574; Credit Card Nos.: 001614-001641; ACH Payment Nos. 141504-141740), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $11,032,479.76. (CPR 2025-0002)

c. Payroll claims of previously approved obligations through June 7, 2025: $10,326,413.71 (Payroll Check Nos.: 576861-577114). (CPR 2025-0003)

Minutes:

a. City Council Meeting Minutes: May 12, May 19, and June 4, 2025. (CPR 2025-0013)

b. City Council Urban Experience Standing Committee Meeting Minutes: May 12, 2025. (CPR 2025-0017)

c. City Council Public Safety and Community Health Standing Committee Meeting Minutes: June 2, 2025. (CPR 2025-0018)

d. City Council Public Infrastructure, Environment and Sustainability Standing Committee Meeting Minutes: May 19, 2025. (CPR 2025-0019)

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCE

Special Budget Ordinance C36706 (Relates to OPR 2025-0417 and Resolution 2025-0043) (Council Sponsors: Council President Wilkerson and Council Member Dillon)

After an opportunity for public and Council commentary, with none provided, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **passed Special Budget Ordinance C36706,** amending Ordinance No. C36626 passed by the City Council December 9, 2024, and entitled in part "An Ordinance adopting a Biennial Budget for the City of Spokane," making appropriation adjustments for year 2025, and declaring an emergency.

(This action arises from the need to outsource Workers' Compensation claims administration.)

Ayes:	Bingle, Cathcart, Dillon, Klitzke, Navarrete, Wilkerson, and Zappone
Nos:	None
Abstain:	None
Absent:	None

There were no **Emergency Ordinances.**

RESOLUTIONS

Resolution 2025-0040 (Council Sponsors: Council President Wilkerson and Council Member Dillon)

After an opportunity for public and Council commentary, with none provided, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **adopted Resolution 2025-0040** approving settlement with Roxann McNaughton−$53,242.54.

Ayes:	Bingle, Cathcart, Dillon, Klitzke, Navarrete, Wilkerson, and Zappone
Nos:	None
Abstain:	None
Absent:	None

Resolution 2025-0043 (Relates to OPR 2025-0417 and Special Budget Ordinance C36706) (Council Sponsors: Council Members Dillon and Zappone)
After an opportunity for public and Council commentary, with none provided, the following action was taken:

> **Upon 7-0 Roll Call Vote,** the City Council **adopted Resolution 2025-0043** declaring an emergency and authorizing a service contract to be established for a third-party administrator (TPA) to handle City of Spokane workers compensation claims.
>
> **Ayes:** Bingle, Cathcart, Dillon, Klitzke, Navarrete, Wilkerson, and Zappone
> **Nos:** None
> **Abstain:** None
> **Absent:** None

Resolution 2025-0041 (Council Sponsors: Council President Wilkerson and Council Member Zappone)
After public and Council commentary, the following action was taken:

> **Upon 7-0 Roll Call Vote,** the City Council **adopted Resolution 2025-0041** approving the purchase of traffic safety equipment to facilitate the closure of streets for community-centered activities utilizing the Spokane Safe Streets for All Fund.
>
> **Ayes:** Bingle, Cathcart, Dillon, Klitzke, Navarrete, Wilkerson, and Zappone
> **Nos:** None
> **Abstain:** None
> **Absent:** None

Resolution 2025-0042 (Council Sponsors: Council Members Bingle and Klitzke)
After an opportunity for public and Council commentary, with none provided, the following action was taken:

> **Upon 7-0 Roll Call Vote,** the City Council **adopted Resolution 2025-0042** declaring Siemens Energy a sole-source provider and authorizing the City to directly enter into contract with Siemens Energy in lieu of public bidding for parts, maintenance, and service necessary for the Condensing Steam Turbine Generator Drive Package, Serial #D0823, for a five-year period—approximately $350,000 annually, excluding taxes, without public bidding.
>
> **Ayes:** Bingle, Cathcart, Dillon, Klitzke, Navarrete, Wilkerson, and Zappone

Nos: None
Abstain: None
Absent: None

Resolution 2025-0044 (Council Sponsors: Council President Wilkerson and Council Member Navarrete)
After public and Council commentary, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **adopted Resolution 2025-0044** declaring Sunday, June 22, 2025, as "Kid's Day" and providing for free amenities to children at Riverfront Park.

Ayes: Bingle, Cathcart, Dillon, Klitzke, Navarrete, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

Resolution 2025-0046 (As added during the 3:30 p.m. Agenda Review Session) (Council Sponsors: Council Members Bingle, Navarrete, and Zappone)
After an opportunity for public commentary, with none provided, and Council commentary, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **adopted Resolution 2025-0046** approving the 2025-2029 Consolidated Plan for Community Development including the 2025 Action Plan component for CDBG, HOME, and ESG federal grant programs and approval to enter into agreements with HUD and awarded organizations.

Ayes: Bingle, Cathcart, Dillon, Klitzke, Navarrete, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

Resolution 2025-0049 (As added during the 3:30 p.m. Agenda Review Session) (Council Sponsors: Council Members Bingle, Navarrete, and Zappone)
After an opportunity for public commentary, with none provided, and Council commentary, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **adopted Resolution 2025-0049** approving the program year 2025 CDBG funding recommendations approved by the CHHS Board.

Ayes: Bingle, Cathcart, Dillon, Klitzke, Navarrete, Wilkerson, and Zappone

Nos: None
Abstain: None
Absent: None

Resolution 2025-0048 (As added and amended during the 3:30 p.m. Agenda Review Session) (Council Sponsors: Council President Wilkerson and Council Members Klitzke and Zappone)
After public and Council commentary, the following action was taken:

> **Upon 7-0 Roll Call Vote,** the City Council **adopted Resolution 2025-0048,** as amended, relating to the Mayor's Executive Order 2025-0002 titled "EXECUTIVE ORDER FOR DECLARATION OF EMERGENCY AND CURFEW ORDER" and dated June 11, 2025.

Ayes: Bingle, Cathcart, Dillon, Klitzke, Navarrete, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

FINAL READING ORDINANCES
Final Reading Ordinance C36679 (As amended on June 2, 2025) (Deferred from May 19, 2025, Agenda, during the May 12, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council Members Zappone, Klitzke, and Dillon)
Council Member Cathcart announced that he is withdrawing his sponsorship on Ordinance C36679. In place of Council Member Cathcart, Council Member Klitzke agreed to sponsor the ordinance via an email sent to City Council Members.

> **Motion** by Council Member Zappone, seconded by Council Member Dillon, **to suspend** Council Rule 2.9.d and move forward on the ordinance; **carried 5-2.**

After public and Council commentary, the following action was taken:

> **Upon 3-4 Roll Call Vote of City Council, Final Reading Ordinance C36679** failed to pass, regarding obstructing access to and unauthorized camping upon public property; repealing Sections 10.60.010,10.60.020, 12.02.1002, 12.02.1010, and 12.02.1011; and adopting new Sections 12.02.1001, 12.02.1007, and 12.02.1009 of the Spokane Municipal Code.

Ayes: Dillon, Klitzke, and Zappone
Nos: Bingle, Cathcart, Navarrete, and Wilkerson
Abstain: None

Absent: None

[For additional Council action on this item (ORD C36679), see section of minutes following the consideration of Final Reading Ordinance C36692.]

Action to Extend Meeting
During public commentary on Final Reading Ordinance C36691, the following action was taken:

> **Motion** by Council Member Cathcart, seconded by Council Member Bingle, **to extend** the meeting until the meeting is completed; **carried 7-0.**

Final Reading Ordinance C36691 (As amended on June 2, 2025) (Council Sponsors: Council Members Zappone, Klitzke, and Dillon)
After public and Council commentary, the following action was taken:

> **Upon 5-2 Roll Call Vote,** the City Council **passed Final Reading Ordinance C36691** establishing the H.O.M.E. Starts Here initiative; amending Chapter 18.05; adopting new Sections 18.05.06, 18.05.07, 18.05.08, and 18.05.09; and repealing Section 18.05.010 of the Spokane Municipal Code.
>
> **Ayes:** Dillon, Klitzke, Navarrete, Wilkerson, and Zappone
> **Nos:** Bingle and Cathcart
> **Abstain:** None
> **Absent:** None

Council Recess
At 10:51 p.m., the City Council took a five-minute recess. The meeting reconvened at 10:59 p.m.

Final Reading Ordinance C36692 (As amended on June 2, 2025) (Council Sponsors: Council Members Zappone, Klitzke, and Dillon)
After public and Council commentary, the following action was taken:

> **Upon 5-2 Roll Call Vote,** the City Council **passed Final Reading Ordinance C36692** codifying best practices for siting and activation of inclement weather centers and emergency and transitional housing facilities; adopting new Section 02.04.045; amending Sections 02.04.020, 12.05.005, 12.05.062, 12.05.063; and repealing Sections 18.05.010 and 18.05.020 of the Spokane Municipal Code.
>
> **Ayes:** Dillon, Klitzke, Navarrete, Wilkerson, and Zappone
> **Nos:** Bingle and Cathcart
> **Abstain:** None
> **Absent:** None

Reconsideration of Final Reading Ordinance C36679 (As amended on June 2, 2025) (Deferred from May 19, 2025, Agenda, during the May 12, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council Members Zappone, Klitzke, and Dillon)
The following action was taken:

> **Motion** by Council Member Navarrete, seconded by Council Member Zappone, **to reconsider** Final Reading Ordinance C36679; **carried 5-2.**

A motion was made by Council Member Navarrete, seconded by Council Member Zappone, to suspend Council Rules to amend section 6 of the ordinance, page 5, subsection A, and strike seven (7) days and insert three (3) days. During discussion, Council Member Zappone called for a point of order on Council Member Cathcart for disparaging Council. Council President Wilkerson ruled that the remarks were disparaging. Council Member Cathcart challenged the ruling, seconded by Council Member Bingle. The following vote was taken:

> Voting "yes" to sustain the Chair's ruling: Council President Wilkerson and Council Members Klitzke, Navarrete, and Zappone.
>
> Voting "no" to agree with the appeal ruling: Council Members Bingle and Cathcart.

After further Council commentary, the following additional actions were taken:

> **Motion** by Council Member Navarrete, seconded by Council Member Zappone, **to suspend** Council Rules to amend section 6 of the ordinance, page 5, subsection A, and strike seven (7) days and insert three (3) days; **carried 5-2.**
>
> **Motion** by Council Member Dillon, seconded by Council Member Zappone, **to suspend** Council Rules (section 12.9.D) to allow the ordinance to be considered as amended without a public rule in the Council's packet; **carried 5-2.**
>
> **Motion** by Council Member Cathcart, seconded by Council Member Bingle, **to allow** for public testimony on reconsideration of the ordinance, as amended; **carried 7-0.**

After public and Council commentary, the following action was taken:

Motion by Council Member Cathcart, seconded by Council Member Bingle, **to defer** Ordinance C36679, as amended, to June 30, 2025, Agenda; **carried 7-0.**

Final Reading Ordinance C36694 (As amended on June 2, 2025) (Council Sponsors: Council Members Zappone and Klitzke)
After Council commentary, the following action was taken:

Motion by Council Member Zappone, seconded by Council Member Dillon, **to defer** Final Reading Ordinance C36694 (regarding aggressive solicitation) to June 30, 2025; **carried 7-0.**

Final Reading Ordinance C36695 (Council Sponsors: Council President Wilkerson and Council Member Dillon)
After an opportunity for public and Council commentary, with none provided, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **passed Final Reading Ordinance C36695** relating to the fire code; amending SMC sections 08.02.034, 08.02.0615, 17F.080.010, 17F.080.030, 17F.080.110, 17F.080.270, 17F.080.330 and 17F.080.480.

Ayes: Bingle, Cathcart, Dillon, Klitzke, Navarrete, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

Final Reading Ordinance C36704 (Council Sponsors: Council President Wilkerson and Council Members Dillon and Navarrete) (Clerical Note: Ordinance C36704 was considered out of order at the beginning of the Legislative Session, prior to consideration of Special Budget Ordinance C36706)
After an overview of Ordinance C36704 by Police Detective Tim Schwering and public and Council commentary, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **passed Final Reading Ordinance C36704** relating to the elimination of Virtual Currency Kiosks within the City of Spokane; and adopting a new Chapter 10.90 to Title 10 of the Spokane Municipal Code.

Ayes: Bingle, Cathcart, Dillon, Klitzke, Navarrete, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

FIRST READING ORDINANCES

The following Ordinances were read for the first time, with further action deferred. Public testimony was received on the First Reading Ordinances.

ORD C36682 Relating to Intrafund Budget Transfers; amending Sections 07.09.010, 07.09.015, 07.09.020, 07.09.040 of the Spokane Municipal Code. (As amended on June 2, 2025) (Deferred from June 2, 2025, Agenda, during the May 19, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council President Wilkerson and Council Member Dillon)

ORD C36699 Adopting an interim official control; modifying section 17G.070.030 of the Spokane Municipal Code to authorize the inclusion of small-scale commercial establishments in planned unit developments. (As amended on June 9, 2025) (Deferred from June 2, 2025, Agenda, during the June 2, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council Members Bingle and Navarrete)

ORD C36703 Approving a Permissible Use Agreement (OPR 2025-0431) between and among the City of Spokane, Spokane Parks and Recreation, Spokane Skylines, LLC and Epiphany Applied Concepts, Inc., for the construction, operation and maintenance of a zipline on and above City-owned property. (Council Sponsors: Council Members Bingle and Navarrete)

ORD C36703 Streamlining definitions in the solid waste code and correcting position titles; amending Articles I, III, IV, V, VI, VII, and VIII of Chapter 13.02 and Sections 13.02.0100, 13.02.0110, 13.02.0236, 13.02.0248, and 13.02.0350; and repealing Sections 13.02.0102, 13.02.0104, 13.02.0109, 13.02.0112, 13.02.0114, 13.02.0116, 13.02.0118, 13.02.0119, 13.02.01191, 13.02.0120, 13.02.0122, 13.02.0124, 13.02.0126, 13.02.0127, 13.02.0128, 13.02.0130, 13.02.0134, and Article II of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)

For Council action on First Reading Ordinance C36700, see section of minutes under 3:30 p.m. Agenda Review Session.

SPECIAL CONSIDERATIONS

Recommendations from the Tourism and Cultural Investment Committee for 2025 funding allocations (OPR 2025-0418) (as amended on June 9, 2025) (Council Sponsor: Council Member Zappone)

After an opportunity for public and Council commentary, with none provided, the following action was taken:

> **Upon 7-0 Voice Vote**, the City Council **approved** the recommendations from the Tourism and Cultural Investment Committee for 2025 funding allocations.
>
> **Ayes:** Bingle, Cathcart, Dillon, Klitzke, Navarrete, Wilkerson, and Zappone
> **Nays:** None
> **Abstain:** None
> **Absent:** None

For Council action on Special Considerations Item S2, CPR 2025-0034, see section of minutes under 3:30 p.m. Agenda Review Session.

There were no **Hearings.**

[The City Clerk left the meeting at 12:50 a.m. (pursuant to Council Rule 2.2.A). Open Forum speaker information and motion of adjournment and adjournment time were provided by Council Director Giacobbe Byrd for the minutes.]

OPEN FORUM

The following individual(s) spoke during the Open Forum:

- Drew Laney
- Azalyn
- Bill Conley
- Michael McGuire
- Sunshine Wigen
- Derreck Azzaro
- Colleen Prescott
- Larry Andrews
- Will Hulings

ADJOURNMENT

Motion by Council Member Zappone, seconded by Council Member Navarrete, **to adjourn**; **carried 5-2.**

There being no further business to come before the City Council, the meeting adjourned at 1:06 a.m.

Minutes prepared by City Clerk Terri Pfister and submitted for publication in the July 9, 2025, issue of the *Official Gazette*.

Approved by Spokane City Council on July 14, 2025.

_____
Betsy Wilkerson
City Council President

Attest:

_____
Terri Pfister
City Clerk

MINUTES OF SPOKANE CITY COUNCIL

Monday, June 23, 2025

AGENDA REVIEW SESSION

The Agenda Review Session of the Spokane City Council held on the above date was called to order at 3:33 p.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington. A recording of the meeting can be found at the following link: https://vimeo.com/spokanecitycouncil.

Roll Call
On roll call, Council President Pro-tem Dillon and Council Members Bingle, Cathcart, Klitzke, and Navarrete were present. Council President Wilkerson and Council Member Zappone were absent.

City Administrator Alex Scott; Giacobbe Byrd, Director-City Council Office; City Council Policy Advisor Chris Wright; and City Clerk Terri Pfister were also present for the meeting.

There were no **Interviews of Nominees to Boards and Commissions**.

REQUEST TO SET HEARINGS
Victory Heights Preliminary Plat/PUD Application (Z23-044PPUD)
Motion by Council Member Klitzke, seconded by Council Member Navarrete, **to set hearings** before City Council for appeal on the record by Stefen Harvey and Steve Barrett of the Hearing Examiner's May 1, 2025, decision on the Victory Heights preliminary plat/PUD application (Z23-044PPUD) for the following dates:

- July 2, 2025, at 10 a.m. (for preliminary matters)
- July 8, 2025, at 12 p.m. (on the merits for appeal)

Motion carried 5-0.

BRIEFING ON AGENDA ITEMS
Final Agenda for June 23, 2025
There were no requests for staff to brief agenda items.

Updated Draft Agenda for June 30, 2025
There were no requests for staff to brief agenda items.

Draft Agenda for July 7, 2025
There were no requests for staff to brief agenda items as the July 7, 2025, meeting is canceled.

CONSIDERATION OF AMENDMENT AND DEFERRAL REQUESTS

June 23, 2025, Final Agenda

There were no considerations of amendments or deferrals for the June 23, 2025, Final Agenda.

June 30, 2025, Updated Draft Agenda

Interlocal Agreement with Spokane Regional Emergency Communications (OPR 2025-0458) (Council Sponsors: Council President Wilkerson and Council Members Zappone and Klitzke)

Motion by Council Member Bingle, seconded by Council Member Klitzke, **to adopt** Wilkerson proposed amendment to OPR 2025-0458 (Interlocal Agreement with Spokane Regional Emergency Communications regarding the use of fire dispatch communication aided dispatch system; **carried 5-0.**

Resolution 2025-0047 Updating the Appointments of for and Against Committee Members Relating to Proposition 1 (Council Sponsors: Council President Wilkerson and Council Member Zappone)

Motion by Council Member Cathcart, seconded by Council Member Bingle, **to defer** Resolution 2025-0047 regarding for and against committees for final consideration on Monday, July 14, 2025; **carried 5-0.**

Final Reading Ordinance C36679 Regarding Obstructing Access to and Unauthorized Camping upon Public Property (As amended on June 16, 2025) (Council Sponsors: Council Members Zappone and Klitzke)

Motion by Council Member Bingle, seconded by Council Member Cathcart, **to suspend** the Council Rules and adopt proposed Bingle amendment to Ordinance C36679 (relating to obstructing access to and unauthorized camping upon public property); **failed 2-3.**

July 7, 2025, Draft Agenda

There were no considerations of amendments or deferrals for the July 7, 2025, Draft Agenda, as the July 7 meeting has been canceled.

Action to Approve Agendas

The City Council took the following action (pursuant to Council Rule 2.1.B):

> **Motion** by Council Member Klitzke, seconded by Council Member Cathcart, **to approve** the June 30, 2025, Final Agenda, as amended, as next week's Final Agenda; **carried 4-1.**

Council Recess/Executive Session

The City Council recessed at 4:01 p.m. and immediately reconvened into an Executive Session to discuss potential and pending litigation for 15 minutes. City Attorney Mike Piccolo and Assistant City Attorneys Lynden Smithson and Matt Cozza were present for the Executive Session. The Executive Session ended at 4:16 p.m., at which time the Agenda Review Session also ended. City Council reconvened at 6:02 p.m. for the Legislative Session.

LEGISLATIVE SESSION

Land Acknowledgement
Council President Wilkerson started the meeting off by reading the "Land Acknowledgement" (adopted by City Council on March 22, 2021, under Resolution 2021-0019) which appears on page 2 of the agenda.

Pledge of Allegiance
The Pledge of Allegiance was led by Council President Wilkerson.

Roll Call
On roll call, Council President Pro-tem Dillon and Council Members Bingle, Cathcart, Klitzke, and Navarrete were present. Council Member Zappone joined virtually at 6:21 p.m. Council President Wilkerson was absent.

Giacobbe Byrd, Director-City Council Office; City Council Policy Advisor Chris Wright; and City Clerk Terri Pfister were also present for the meeting.

There were no **Proclamations and Salutations.**

REPORTS FROM COMMUNITY ORGANIZATIONS

Marshallese Community Report
Luke Kobin provided a report on the Marshallese Community, which was followed by Council commentary.

There was no **Poetry at the Podium.**

BOARD AND COMMISSION APPOINTMENT

Appointment to Spokane Bicycle Advisory Board – Youth Position (CPR 1992-0059)
Motion by Council Member Klitzke, seconded by Council Member Bingle, **to approve** (and thereby confirm) the appointment of Santiago Cruz to the Spokane Bicycle Advisory Board for a one-year term, from June 23, 2025, to June 23, 2026; **carried 4-1**.

CONSENT AGENDA

After public commentary and an opportunity for Council commentary, with none provided, the following action was taken:

Motion by Council Member Bingle, seconded by Council Member Klitzke, **to approve** Staff Recommendations for the following items; **carried 5-0**:

Master Contract Renewal with American Onsite Services, LLC (Spokane Valley, WA) for portable toilet and wash station rental services to support ongoing operations or multiple departments from July 1, 2025, through June 30, 2026—estimated amount $200,000 (plus tax). (OPR 2022-0304 / RFP 5593-22) (Council Sponsor: Council Member Dillon)

Acceptance of grant subaward from the YWCA as part of the Domestic Violence Order Service and Firearms Recovery Unit Grant from October 1, 2024, through September 30, 2026—$384,785 Revenue. (OPR 2025-0432) (Council Sponsors: Council President Wilkerson and Council Member Zappone)

Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through June 13, 2025, total $8,458,857.27, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $8,182,693.15. (CPR 2025-0002)

Low Bid of Inland Asphalt Company (Spokane Valley, WA) for Sprague/Alki/Broadway Grind and Overlay project—$1,991,991,99 (plus tax). An administrative reserve of $199,199.19 (plus tax), which is 10% of the contract amount, will be set aside. (East Central Neighborhood) (OPR 2025-0436 / ENG 2024063) (Council Sponsor: Council Member Klitzke)

LEGISLATIVE AGENDA

There were no **Special Budget Ordinances.**

There were no **Emergency Ordinances.**

RESOLUTIONS

For council action on Resolution 2025-0045, see section of minutes under "Hearings."

FINAL READING ORDINANCES

Final Reading Ordinance C36682 (As amended on June 2, 2025) (Deferred from May 19, 2025, Agenda, during the May 19, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council President Wilkerson and Council Member Dillon)

After an opportunity for public and Council commentary, with none provided, the following action was taken:

> **Upon 4-1 Roll Call Vote,** the City Council **passed Final Reading Ordinance C36682,** as amended, relating to Intrafund Budget Transfers; amending Sections 07.09.010, 07.09.015, 07.09.020, 07.09.040 of the Spokane Municipal Code.
>
> **Ayes:** Bingle, Dillon, Klitzke, and Navarrete
> **Nos:** Cathcart
> **Abstain:** None
> **Absent:** Wilkerson and Zappone

For council action on Final Reading Ordinance C36699, see section of minutes under "Hearings."

Final Reading Ordinance C36703 (Council Sponsors: Council Members Bingle and Navarrete)

After public and Council commentary, the following action was taken:

> **Upon 5-0 Roll Call Vote,** the City Council **passed Final Reading Ordinance C36703** approving a Permissible Use Agreement (OPR 2025-0431) between and among the City of Spokane, Spokane Parks and Recreation, Spokane Skylines, LLC and Epiphany Applied Concepts, Inc., for the construction, operation and maintenance of a zipline on and above City-owned property.
>
> **Ayes:** Bingle, Cathcart, Dillon, Klitzke, and Navarrete
> **Nos:** None
> **Abstain:** None
> **Absent:** Wilkerson and Zappone

Final Reading Ordinance C36705 (Council Sponsors: Council Members Bingle and Navarrete)

After public and Council commentary, the following action was taken:

> **Upon 5-0 Roll Call Vote,** the City Council **passed Final Reading Ordinance C36705** streamlining definitions in the solid waste code and correcting position titles; amending Articles I, III, IV, V, VI, VII, and VIII of Chapter 13.02 and Sections 13.02.0100, 13.02.0110, 13.02.0236,

13.02.0248, and 13.02.0350; and repealing Sections 13.02.0102, 13.02.0104, 13.02.0109, 13.02.0112, 13.02.0114, 13.02.0116, 13.02.0118, 13.02.0119, 13.02.01191, 13.02.0120, 13.02.0122, 13.02.0124, 13.02.0126, 13.02.0127, 13.02.0128, 13.02.0130, 13.02.0134, and Article II of the Spokane Municipal Code.

Ayes: Bingle, Cathcart, Dillon, Klitzke, and Navarrete
Nos: None
Abstain: None
Absent: Wilkerson and Zappone

(Council Member Zappone joined the meeting online at 6:21 p.m.)

FIRST READING ORDINANCES

The following Ordinances were read for the first time, with further action deferred. Public commentary was allowed on the First Reading Ordinances, with no individuals requesting to speak.

ORD C36701 Relating to Property Maintenance and Use Standards; enacting Chapter 10.63; amending Section 16A.05.220; and repealing Chapter 10.64 and 10.66 Sections 10.72.070 and 17F.070.520 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon and Zappone)

ORD C36702 Simplifying the civil infraction system by creating a single infraction class; amending Titles 1, 4, 8, 10, 12, 13, 15, 16A, 17C, 17D and 18 of the Spokane Municipal Code; repealing Sections 01.05.150, 01.05.160, 01.05.170, 01.05.180, 01.05.190, 01.05.200, 01.05.210; and adopting a new Section 01.05.151 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon and Zappone)

ORD C36707 Relating to streets closed to trucks; amending Section 12.08.010 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Members Klitzke and Dillon)

ORD C36716 Expanding the duties of the Spokane Human Rights Commission to include automatic review of proposed changes to Title 18 of the Spokane Municipal Code and related provisions. (Brought forward from the June 30, 2025, Agenda, during the June 16, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council Members Bingle and Navarrete)

Note: Following First Reading Ordinances, there was public commentary allowed on Ordinance C36700, as amended, (Titled “Safe and Welcome in Spokane, expanding

protections against warrantless searches from immigration enforcement in designated non-public areas), with one individual speaking. Ordinance C36700, as amended, was deferred to the June 30, 2025, Council Agenda during the June 16, 2025, 3:30 p.m. Agenda Review Session.

There were no **Special Considerations.**

HEARINGS

Hearing on Interim Zoning Ordinance C36680, passed by City Council on April 28, 2025 (Council Sponsors: Council President Wilkerson and Council Member Dillon)

The City Council held a hearing on Interim Zoning Ordinance C36680, passed by City Council on April 28, 2025, relating to off-premises alcohol outlets near public assets; adopting a new chapter 17C.348 of the Spokane Municipal Code. There was an opportunity for staff reports, with none provided. After public testimony and Council commentary, the following action was taken:

> **Motion** by Council Member Bingle, seconded by Council Member Klitzke, **to close** the hearing; **carried 6-0.**
>
> **Ayes:** Bingle, Cathcart, Dillon, Klitzke, Navarrete, and Zappone
> **Nos:** None
> **Abstain:** None
> **Absent:** Wilkerson

Hearing on Final Reading Ordinance C36699 (As amended June 9, 2025) (Council Sponsors: Council Members Bingle and Navarrete)

The City Council held a hearing on Final Reading Ordinance C36699. There was an opportunity for staff reports, with none provided. After public testimony and some Council commentary, the following action was taken:

> **Motion** by Council Member Bingle, seconded by Council Member Cathcart, **to close** the hearing; **carried 6-0.**

After additional Council commentary, the following action was taken:

> **Motion by Council Member Bingle, seconded by Council Member Cathcart, to pass Final Reading Ordinance C36699** adopting an interim official control; modifying section 17G.070.030 of the Spokane Municipal Code to authorize the inclusion of small-scale commercial establishments in planned unit developments; **carried on 6-0 Roll Call Vote.**
>
> **Ayes:** Bingle, Cathcart, Dillon, Klitzke, Navarrete, and Zappone

Nos: None
Abstain: None
Absent: Wilkerson

(Council Member Zappone left the meeting at 6:49 p.m. and he returned virtually at 6:52 p.m.; however, due to technical difficulties he was not able to vote on the adoption of Resolution 2025-0045.)

Hearing on Resolution 2025-0045 (ENG 2025015) (Council Sponsors: Council President Wilkerson and Council Member Klitzke)
The City Council held a hearing on Resolution 2025-0045 adopting the 2026-2031 Six-Year Comprehensive Street Program. After receiving a staff report from Kevin Picanco of Integrated Capital Management; an opportunity for Council inquiries, with none presented; and public testimony the following action was taken:

> **Motion** by Council Member Cathcart, seconded by Council Member Klitzke, **to close** the hearing; **carried 5-0.**

Council commentary was held, after which the following action was taken:

> **Motion** by Council Member Cathcart, seconded by Council Member Klitzke, **to adopt Resolution 2025-0045** adopting the 2026-2031 Six-Year Comprehensive Street Program; **carried Upon 4-1 Roll Call Vote.**
>
> **Ayes:** Cathcart, Dillon, Klitzke, and Navarrete
> **Nos:** Bingle
> **Abstain:** None
> **Absent:** Wilkerson
>
> Note: Council Member Zappone was unable to vote due to technical issues.

[The City Clerk left the meeting at 6:53 p.m. (pursuant to Council Rule 2.2.A). Open Forum speaker information and motion of adjournment and adjournment time were provided by Council Director Giacobbe Byrd for the minutes.]

OPEN FORUM

The following individual(s) spoke during the Open Forum:

- Kody Zalewski
- Sunshine Wigen
- Elliot Robison
- Tyler Tamoush
- Edwin Larry Andrew's II

- Diane Sutton
- Dave Bilsland
- Eugene Knowles
- Monica
- Susan Wilmoth

ADJOURNMENT
Motion by Council Member Cathcart, seconded by Council Member Klitzke, **to adjourn**; **carried 6-0.**

There being no further business to come before the City Council, the meeting adjourned at 7:15 p.m.

Minutes prepared by City Clerk Terri Pfister and submitted for publication in the July 16, 2025, issue of the *Official Gazette*.

Approved by Spokane City Council on July 14, 2025.

_____
Betsy Wilkerson
City Council President

Attest:

_____
Terri Pfister
City Clerk

SPECIAL MEETING MINUTES

SPOKANE CITY COUNCIL

Meeting of Wednesday, July 2, 2025
10:00 A.M.

A special meeting of the Spokane City Council was held at 10:03 a.m. on Wednesday, July 2, 2025, in City Council Chambers – Lower Level, City Hall, 808 W. Spokane Falls Blvd., Spokane, Washington. The purpose of the special meeting was to hold the below referenced Victory Heights closed record preliminary appeal hearing.

The meeting was open to the public; however, only those parties of record who appealed the Hearing Examiner's decision to the City Council were allowed to present oral argument. No public testimony was permitted.

Roll Call
On roll call, Council President Wilkerson and Council Members Bingle (appearing virtually), Cathcart, Navarrete, and Zappone (appearing virtually) were present. Council Member Dillon arrived at 10:03 a.m. following roll call. Council Member Klitzke arrived at 10:05 a.m.

PRELIMINARY HEARING

Victory Heights Appeal Preliminary Hearing
The City Council held a preliminary hearing on the appeal on the record by Citizens Stefen Harvey and Steve Barrett of the Hearing Examiner's May 1, 2025, decision on Victory Heights Development (Z23-044PPUD). City Council Policy Advisor Chris Wright provided an overview of the rules for the hearing. The City Council then heard oral arguments and rebuttals from the proponents and appellants to the appeal.

Closed Session
The City Council, acting as a quasi-judicial body, recessed at 11:13 a.m. and reconvened into a closed session to discuss the quasi-judicial appeal matter pursuant to RCW 42.30.140(2). At 11:43 a.m., the City Council returned from the closed session and immediately reconvened into open session.

Victory Heights Appeal Preliminary Hearing (Continued)
After returning from closed session, the following action was taken:

Motion by Council Member Klitzke to grant the respondent's motion to dismiss on the following grounds: The appellants' assignment of errors are inside the scope of the SEPA mitigated determination of non-significance. Pursuant to Chapter 17G.050 of the Spokane Municipal Code, the Spokane City Council does not have jurisdiction to consider the merits of the underlying appeal. Council Member Klitzke further moved to strike all further hearings on this matter. Motion seconded by Council Member Navarrete. **Motion carried 7-0.**

Council President Wilkerson requested respondents to provide a proposed order to the city clerk.

ADJOURNMENT
The City Council adjourned at 11:45 a.m.

Minutes prepared and submitted for publication in the July 16, 2025, issue of the *Official Gazette*.

_____
Terri Pfister
City Clerk

Approved by Spokane City Council on July 14, 2025.

_____
Betsy Wilkerson
City Council President

STANDING COMMITTEE MINUTES
City of Spokane
URBAN EXPERIENCE COMMITTEE
City Council Chambers
April 14, 2025

Call to Order: 12:01PM

Recording of the meeting may be viewed here: https://vimeo.com/1055384665

Attendance

Committee Members Present:
Council Member Michael Cathcart, Council President Betsy Wilkerson, Council Member Zack Zappone (12:02), Council Member Paul Dillon (12:05), Council Member Kitty Klitzke (Online), Council Member Lili Navarrete, Council Member Jonathan Bingle (CHAIR)

Public Testimony

Zero

Agenda Items

Monthly Report/Update

III. Discussion Item

1. 4700 - MONTHLY PERMIT REPORT - TAMI PALMQUIST (10 minutes)
2. SPOKANE ARTS QUARTERLY REPORT - SKYLER OBERST (15 minutes
3. 1680- WEST CENTRAL COMMUNITY CENTER PRESENTATION - SARA CLEMENTS-SAMPSON (20 minutes)
4. 0470 – T. H. AND BESSIE TOLLEFSEN HOUSE NOMINATION TO THE REGISTER OF HISTO - MEGAN DUVALL (5 minutes)
5. 4700 – AMENDING ORDINANCE C34130 TO RELEASE A PORTION OF THE EASEMENTS - ELDON BROWN (5 minutes)
6. 5700 - SPOKANE 311 UPDATE - HEATHER SWEET (10 minutes)
7. 0650 2025 COMMUTE TRIP REDUCTION PLAN UPDATE - TYLER KIMBRELL (5 minutes)
8. 0650 BICYCLE PRIORITY NETWORK - TYLER KIMBRELL (10 minutes)
9. ORDINANCE RELATING TO THE DESIGN REVIEW BOARD - ADAM MCDANIEL (5 minutes)
10. CITYWIDE PARK IMPROVEMENT PROGRAM & ASSOCIATED BALLOT RESOLUTION - GARRETT JONES (15 minutes)
11. 1680 - 5 YEAR PLAN TO END HOMELESSNESS PRESENTATION - ARIELLE ANDERSON (15 minutes)

12. SITING OF FACILITIES ORDINANCE - CM CATHCART (5 minutes) 13. BOARD, COMMISSION & INITIATIVE UPDATES - ROUNDTABLE (minutes)

Executive Session
None.

Adjournment
The meeting adjourned at 2:26PM

Minutes prepared and submitted for publication in the July 9, 2025, issue of the Official Gazette.

Candi Davis, Legislative Assistant

Approved by City Council on July 14, 2025.

_____
Betsy Wilkerson
City Council President

Attest:

_____
Terri L. Pfister
City Clerk

STANDING COMMITTEE MINUTES
City of Spokane
Public Infrastructure, Environment & Sustainability Committee
City Council Chambers
June 16, 2025

Call to Order: 12:00 PM

Recording of the meeting may be viewed here: https://vimeo.com/1093848410?p=0s

Attendance

Committee Members Present: Betsy Wilkerson, Michael Cathcart, Jonathan Bingle, Kitty Klitzke (virtual), Lili Navarrete, Paul Dillon arrived at 12:20 PM, Zack Zappone arrived at 12:26 (virtual)

Discussion Items

1. FRIENDS OF THE FALLS BRIDGE NAMING - RICK HASTINGS (5 minutes)
→No action taken, Presentation Only

2. MONTHLY DIRECTOR'S REPORT (JUNE) - MARLENE FEIST (10 minutes)
→No action taken, Presentation Only

3. AQUIFER PROTECTION AREA ILA WITH SPOKANE COUNTY - MARLENE FEIST (10 minutes) →No action taken, Presentation Only

4. AMENDMENT TO THE RESIDENTIAL LIGHT PROGRAM MOU - MARLENE FEIST (10 minutes) →No action taken, Presentation Only

5. INTERLOCAL COOPERATION AGREEMENT COMBINED COMMUNICATIONS BUILDING - MAGGIE YATES (10 minutes) →No action taken, Presentation Only

6. INTERLOCAL AGREEMENT -- CITY OF SPOKANE AND SREC FOR CAD - TOM WILLIAMS (10 minutes) →No action taken, Presentation Only

7. COMPLETE STREETS ORDINANCE UPDATE - JON SNYDER (5 minutes)
→No action taken, Presentation Only

8. 0370 - LOW BID AWARD - ARTERIAL PEDESTRIAN HYBRID BEACONS 2022090 -DAN BULLER (5 minutes) →No action taken, Presentation Only

9. 4100-SBO FOR DESIGN OF SOLAR INSTALLATION AT WATER DEP - RAYLENE GENNETT (5 minutes) →No action taken, Presentation Only

10. 4100-DEPARTMENT OF COMMERCE CLEAN ENERGY COMMUNITY GRANT AWARD - RAYLENE GENNETT (5 minutes) →No action taken, Presentation Only

11. 4330 SBO – COMMUNITY-BASED PRIVATE-PUBLIC PARTNERSHIP - JAMES "TREY" GEORGE (5 minutes) →No action taken, Presentation Only

12. 0650 – CLIMATE PLANNING PHASE 1 WRAP-UP - MAREN MURPHY (20 minutes) →No action taken, Presentation Only

13. ORDINANCE AMENDING MEMBERSHIP OF CLIMATE RESILIENCE AND SUSTAINABILITY BD - CHRIS WRIGHT (5 minutes) →No action taken, Presentation Only

14. CITIZENS TRANSPORTATION ADVISORY BOARD 2024 REPORT - ABIGAIL MARTIN (10 minutes) →No action taken, Presentation Only

15. BOARD, COMMISSION, AND STAFF UPDATES - (10 minutes)

Consent Items

1. 1100 - STREETS NUVO GAP MATERIAL VALUE BLANKET (STREETS)

2. 1100 - STREETS CRACK SEALANT VALUE BLANKET (STREETS)

3. 0370 - LOW BID AWARD - 3RD AVENUE STEVENS TO DIVISION GRIND AND OVERLAY (ENGINEERING SERVICES)

4. 4320 - RPWRF - CONTRACT FOR HVAC IMPROVEMENTS (WASTEWATER MANAGEMENT)

5. 4320 - RPWRF - CONTRACT FOR BURNER AND BOILER CONTROLS UPGRADE #3 (WASTEWATER MANAGEMENT)

6. 4490 PURCHASE AND INSTALLATION OF AN AIR CONDITIONING UNIT (SOLID WASTE DISPOSAL)

7. 4490 VALUE BLANKET RENEWAL FOR THE PURCHASE OF MAXON GAS VALVES (SOLID WASTE DISPOSAL)

8. 4490 CONTRACT RENEWAL FOR BOILER FEEDWATER PUMP SERVICES (SOLID WASTE DISPOSAL)

Executive Session

None.

Adjournment

The meeting adjourned at 1:40 PM

Minutes prepared and submitted for publication in the July 9, 2025, issue of the Official Gazette.

Sarah Sirott
Assistant to Council Member Kitty Klitzke

Approved by City Council on July 14, 2025.

_____
Betsy Wilkerson
City Council President

Attest:

_____
Terri L. Pfister
City Clerk

Agenda Sheet for City Council:

Committee: PIES **Date:** 06/16/2025

Committee Agenda type: Discussion

Council Meeting Date: 07/14/2025

Date Rec'd	6/10/2025		
Clerk's File #	ORD C36713		
Cross Ref #			
Project #			
Submitting Dept	WASTEWATER MANAGEMENT	**Bid #**	
Contact Name/Phone	JAMES "TREY" X7908	**Requisition #**	
Contact E-Mail	JGEORGE@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** YES	
Agenda Item Name	4330 SBO-COMMUNITY BASED PRIVATE PUBLIC PARTNERSHIP		

Agenda Wording

The City of Spokane was awarded a CBP3 grant from the Washington State Department of Ecology for $247,213 in the 1st quarter of 2025. The grant funding is 100% reimbursable. A draft contract for the grant funding has been negotiated with the Dept of Ecology and is ready for signatures pending City Council approval to accept. The consent request for the award was presented to PIES on May 19th and is on the agenda to be voted on by City Council June 16th.

Summary (Background)

The City of Spokane was awarded a CBP3 grant from the Washington State Department of Ecology for $247,213 in the 1st quarter of 2025. The grant funding is 100% reimbursable. A draft contract for the grant funding has been negotiated with the Dept of Ecology and is ready for signatures pending City Council approval to accept. The consent request for the award was presented to PIES on May 19th and is on the agenda to be voted on by City Council June 16th.

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?	NO
Total Cost	**$** 247,213
Current Year Cost	**$** 247,213
Subsequent Year(s) Cost	**$** 0

Narrative

Grant funding for a one-year project.

Amount		**Budget Account**
Expense	**$** 247,213	**#** 4330-98817-35148-54201-10254
Revenue	**$** 247,213	**#** 4330-98817-35148-54201-10254
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Grant

Is this funding source sustainable for future years, months, etc?

No

Expense Occurrence	One-Time

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	GENNETT, RAYLENE	**MANAGEMENT &**	STRATTON, JESSICA
Division Director	FEIST, MARLENE	**ACCOUNTING -**	BROWN, SKYLER
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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SBO Request

Public Infrastructure, Environment & Sustainability Committee

Committee Date	June 16, 2025
Submitting Department	Wastewater Management - Stormwater
Fund to Receive Budget (if different from submitting dept)	Fund 4300, Department 4330
Contact Name	James George III (Trey)
Select Agenda Item Type	☒ Discussion Time Requested: 5min
Agenda Item Name	Special Budget Ordinance – Community Based Private Public Partnership (CBP3) project
Grant Item	☒ Yes ☐ No If yes, this SBO should be submitted to the same agenda as the acceptance.
Why is this budget adjustment urgent and can't wait until the mid-biennium modification period? **What are the budget codes? (Accountant-provided)**	The City of Spokane was awarded a CBP3 grant from the Washington State Department of Ecology for $247,213 in 1st quarter 2025. The grant funding is 100% reimbursable. A draft contract for the grant funding has been negotiated with the Dept of Ecology and is ready for signatures pending City Council approval to accept. The consent request for the award was presented to PIES on May 19th and is on the agenda to be voted on by City Council June 16th. Exp: 4330 98817 35148 54201 10254 Rev: 4330 98817 99999 33431 10254

Fiscal Impact

Revenue: $247,213

Appropriation: $247,213

Funding Source ☒ One-time ☐ Recurring

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? No. It is grant funding for a 1 year project.

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

Other budget impacts: (FTE related?) No

ORDINANCE NO C36713

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, “AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ACCEPT THE COMMUNITY-BASED PRIVATE-PUBLIC PARTERSHIP (CBP3) GRANT, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Sewer 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 Sewer Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $247,213.
A) Of the increased revenue, $247,213 is provided solely for grant funding awarded by the Washington State Department of Ecology in the Stormwater Department.

2) Increase appropriation by $247,213.
A) Of the increased appropriation, $247,213 is provided solely for contractual services.

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 award and acceptance of the Washington State Department of Ecology’s CBP3 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: PIES **Date:** 06/16/2025

Committee Agenda type: Discussion

Council Meeting Date: 07/14/2025

Date Rec'd	6/10/2025		
Clerk's File #	ORD C36717		
Cross Ref #	ORD C36626		
Project #			
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Bid #**	
Contact Name/Phone	RAYLENE (509) 625 - 7901	**Requisition #**	
Contact E-Mail	RGENNETT@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	KKLITZKE JBINGLE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	4100-SBO FOR DESIGN OF SOLAR INSTALLATION AT WATER DEP		

Agenda Wording

Special Budget Ordinance to match grant funds from Commerce awarded for solar installation for Water Departments renovation project.

Summary (Background)

This budget adjustment is being made to receive $2,806,700 in grant funding as part of the Clean Energy Community grant program from the Washington State Department of Commerce. The City of Spokane will be providing a funding match in the amount of $192,600, bringing the total appropriation to $2,999,300. The City was invited to apply for a grant by Commerce in February of 2025; an application was submitted that same month, and funds were awarded in March 2025. In March of 2025, the City of Spokane (COS) applied for and was award funds from the Dept. of Commerce's (Commerce) Clean Energy Community Grant program. The grant funds will help pay for the design, construction, and installation of solar energy and battery storage technology at the Water Dept. (Water). The energy generated from the solar panels will be stored onsite and used to power Water's fleet of electric vehicles. COS provided matching grant funds in the amount of $192,600 to fund the project design; the $2,806,700 award from Commerce will be used for the construction/implementation phase of the project. The total project cost is $2,999,300. The project is expected to begin with project design in October of 2025; the project is expected to be completed in the late summer of 2026.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

n/a

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

n/a

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 2,999,300
Current Year Cost	$ 2,999,300
Subsequent Year(s) Cost	$

Narrative

This project was planned to occur in 2026 in the Water Dept. renovation project. The associated grant award allows it to move forward. Funding needs to be moved forward correspondingly.

Amount		Budget Account
Revenue	$ 2,806,700	# 4100-98864-99999-33442-11013
Expense	$ 2,999,300	# 4100-98864-94340-56501-11013
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

Is this funding source sustainable for future years, months, etc?

No, this is primarily a grant

Expense Occurrence	One-Time

Other budget impacts (revenue generating, match requirements, etc.)

Match for Dept. of Commerce Clean Energy Community Grant.

Approvals		Additional Approvals	
Dept Head	SAKAMOTO, JAMES	MANAGEMENT &	STRATTON, JESSICA
Division Director	FEIST, MARLENE	ACCOUNTING -	BROWN, SKYLER
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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eraea@spokanecity.org	

ORDINANCE NO C36717

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, “AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ACCEPT THE CLEAN ENERGY COMMUNITY GRANT, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Water 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 Water Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $2,806,700.
A) Of the increased revenue, $2,806,700 is provided solely for grant funding awarded by the Washington State Department of Commerce.

2) Increase appropriation by $2,999,300.
A) Of the increased appropriation, $2,999,300 is provided solely for the construction of fixed assets.

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 award and acceptance of the Washington State Department of Commerce’s Clean Energy 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: Public Safety **Date:** 06/02/2025

Committee Agenda type: Discussion

Council Meeting Date: 06/30/2025

Date Rec'd	5/28/2025
Clerk's File #	ORD C36710
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	MAGGIE YATES 6753
Contact E-Mail	MYATES@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Council Sponsor(s)	PDILLON BWILKERSON ZZAPPONE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	1555 - SBO OPIOID RESPONSE ALLOCATION

Agenda Wording

Appropriation adjustments to the Biennial Budget of the City of Spokane Ordinance No. C36626 for Opioid Response allocation.

Summary (Background)

The opioid crisis continues to acutely impact the City of Spokane and the broader region. Since 2019, the number of annual opioid drug overdoses have doubled in the State and Spokane County's opioid deaths are higher than the State's average. In 2024, 346 individuals died of opioid-related overdose deaths; fentanyl accounting for roughly two thirds of those deaths. The City of Spokane has opioid settlement dollars currently available, and after an in depth mapping process has identified gaps and solutions to mitigate the opioid crisis. In order to save lives and reduce the human and fiscal cost of addiction and overdose, the City should not wait for the mid-biennium to allocate the funds.

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

Council Subcommittee Review

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Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 730,000
Current Year Cost	$ 730,000
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Expense	$ 730,000	# 1555-19100-19910-54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Reserves

Is this funding source sustainable for future years, months, etc?

For the foreseeable future as settlement dollars are collected.

Expense Occurrence	One-Time

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		Additional Approvals	
Dept Head	SCOTT, ALEXANDER	MANAGEMENT &	STRATTON, JESSICA
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	myates@spokanecity.org
kthomas@spokanecity.org	cbaird@spokanecity.org

ORDINANCE NO C36710

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, “AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ALLOCATE ANOTHER ROUND OF OPIOID SETTLEMENT FUNDING, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Opioid Response 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 Opioid Response Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase appropriation by $730,000.
A) Of the increased appropriation, $730,000 is provided solely for contractual services.

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 allocating another round of opioid settlement funding, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

ORD C36710 (CATHCART/WILKERSON AMENDMENT – 07-11-25)

Strike the entirety of the ordinance and substitute the following in its place:

ORDINANCE NO C36710

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO ALLOCATE ANOTHER ROUND OF OPIOID SETTLEMENT FUNDING, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Opioid Response 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 Opioid Response Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase appropriation by $730,000.
A) Of the increased appropriation, $730,000 is provided solely for contractual services.

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 allocating another round of opioid settlement funding for NAS Treatment and wraparound services at Maddie's Place ($300,000), mobile MOUD ($30,000), and outdoor outreach and navigation ($400,000), and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

ORD C36710 (CATHCART/WILKERSON AMENDMENT – 07-11-25)

PURPOSE OF AMENDMENT: This amendment modifies section 2 to include descriptions of the projects funded with these Opioid Response Fund dollars.

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 06/09/2025

Committee Agenda type: Discussion

Council Meeting Date: 06/30/2025

Date Rec'd	6/4/2025		
Clerk's File #	RES 2025-0047		
Cross Ref #	RES 2025-0026		
Project #			
Submitting Dept	PARKS & RECREATION	**Bid #**	
Contact Name/Phone	NICK HAMAD 509-363-5452	**Requisition #**	
Contact E-Mail	NHAMAD@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	BWILKERSON ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	1400 RESOLUTION REGARDING FOR/AGAINST COMMITTEE MEMBER		

Agenda Wording

This agenda item discusses appointments to for and against committees for the citywide park improvement and safety levy on the November 4, 2025 election.

Summary (Background)

City council adopted resolution 2025-0026 on May 5, 2025 requesting the Spokane County Auditor hold a special election on November 4, 2025 in conjunction with the scheduled general election for the purpose of submitting to the voters a measure proposing an increase in the regular property tax levy for Citywide Park Improvements and Safety for a twenty year period in 2026. This action appoints individuals to committees to prepare arguments in favor of and in opposition to the citywide park levy proposition as well as rebuttal statements, consistent with SMC 01.07.010 and the Spokane County's Administrative rules.

What impacts would the proposal have on historically excluded communities?

No impacts associated with this action have been 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?

No data regarding the socioeconomic status, gender, or other demographics is being collected on applicants expressing interest associated with this action.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

This action is required by SMC 01.07.010 & Spokane County Administrative rules. No data regarding the effectiveness of this action will be gathered.

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 action is required by SMC 01.07.010 & Spokane County Administrative rules.

Council Subcommittee Review

Not reviewed by subcommittee.

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	CONLEY, JASON K.		
Division Director	CONLEY, JASON K.		
Accounting Manager	GBYRD		
Legal	KAPAUN, MEGAN		
For the Mayor	GBYRD		

Distribution List	
	nhamad@spokanecity.org
gjones@spokanecity.org	mkapaun@spokanecity.org
fdickson@spokanecity.org	

RESOLUTION NO. 2025 - 0047

A resolution updating the appointments of for and against committee members relating to Proposition No. 1 on the November 4, 2025, general election ballot regarding a proposed increase in the regular property tax levy for Citywide Park Improvements and Safety for a twenty-year period beginning in 2026.

WHEREAS, the City Council approved Resolution No. 2025-0026 on May 5, 2025, requesting the Spokane County Auditor hold a special election on November 4, 2025, in conjunction with the scheduled general election for the purpose of submitting to the voters a measure proposing an increase in the regular property tax levy for Citywide Park Improvements and Safety for a twenty-year period beginning in 2026; and

WHEREAS, pursuant to RCW 29A.32.280, SMC 01.07.010 and the Spokane County Local Voters' Pamphlet -- Administrative Rules for Jurisdictions, the City Council shall appoint committees to prepare statements both for and against the ballot measure; and

WHEREAS, on May 30, 2025 the City Council issued an advertisement seeking applicants for pro and con committees to prepare arguments in favor of and in opposition to the Citywide Park Improvement and Safety Levy; and

WHEREAS, the requested deadline for responding to the application for pro and con committees is June 13, 2025; and

NOW, THEREFORE, BE IT RESOLVED that the City Council appoints the following members to the for and against committees to prepare arguments in favor of and in opposition to Proposition No. 1 as well as rebuttal statements, consistent with SMC 01.07.010 and the Spokane County's Administrative Rules, to be voted on at the November 4, 2025 special election. The For/Against Committee Membership Appointment Form as provided for by the Spokane County Elections Department shall be attached to this resolution.

Proposition No. 1 Committee:

1.
2.
3.

Proposition No. 1 Against Committee:

1.
2.
3.

BE IT FURTHER RESOLVED that the City Clerk is directed to deliver a certified copy of this resolution to the Spokane County Auditor no later than August 5, 2025.

ADOPTED by the City Council _____, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

RES 2025-0047 (ZAPPONE AMENDMENT)(7-7-25)

Strike the resolution clauses and replace them with the following:

NOW, THEREFORE, BE IT RESOLVED that the City Council appoints the following members to the for and against committees to prepare arguments in favor of and in opposition to Proposition No. 1 as well as rebuttal statements, consistent with SMC 01.07.010 and the Spokane County's Administrative Rules, to be voted on at the November 4, 2025 special election. The For/Against Committee Membership Appointment Form as provided for by the Spokane County Elections Department shall be attached to this resolution.

Proposition No. 1 For Committee:
1. David Condon
2. Andy Billig

Proposition No. 1 Against Committee:
1. Dennis Flynn

BE IT FURTHER RESOLVED that the City Clerk is directed to deliver a certified copy of this resolution to the Spokane County Auditor no later than August 5, 2025.

ADOPTED by the City Council _____, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

PURPOSE OF AMENDMENT: The amendment adds names to the pro/con committees for the general election ballot for the previously approved Parks Levy.

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/23/2025

Committee Agenda type: Consent

Council Meeting Date: 07/14/2025

Date Rec'd	6/16/2025		
Clerk's File #	RES 2025-0050		
Cross Ref #			
Project #			
Submitting Dept	CITY ATTORNEY	**Bid #**	
Contact Name/Phone	NATE ODLE 6288	**Requisition #**	PAID VIA CLAIMS
Contact E-Mail	NODLE@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5800 SETTLEMENT RESOLUTION		

Agenda Wording

Resolution approving settlement with Seraphima Steffy-Kirkham in the amount of $300,000.00.

Summary (Background)

Ms. Steffy-Kirkham filed a claim for damages with the City of Spokane on November 20, 2023, arising out of a vehicle accident with a City employee on or about June 29, 2022, in the City of Spokane.

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 300,000.00	**#** 5800-78100-14780-54601
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	One-Time

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	SCHOEDEL, ELIZABETH	**PURCHASING**	WAHL, CONNIE
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	nodle@spokanecity.org
sdhansen@spokanecity.org	fspring@spokanecity.org
dstragier@spokanecity.org	Zach.Ray@us.davies-group.com
ddaniels@spokanecity.org	

Resolution No. 2025-0050

RESOLUTION RE SETTLEMENT
OF CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, a claim for damages was filed with the City of Spokane by Seraphima Steffy-Kirkham ("Claimant") on November 20, 2023, arising out of an incident on or about June 29, 2022, 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 THREE HUNDRED THOUSAND DOLLARS AND NO/100 ($300,000.00).

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 THREE HUNDRED THOUSAND DOLLARS AND NO/100 ($300,000.00), 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 by the City Council this _____ day of _____, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/23/2025

Committee Agenda type: Discussion

Council Meeting Date: 07/14/2025

Date Rec'd	6/18/2025		
Clerk's File #	RES 2025-0051		
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	ALEX GIBILISCO 625-6957	**Requisition #**	
Contact E-Mail	AGIBILISCO@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	0320 RESOLUTION RELATING TO PROCUREMENT TO IMPROVE PARTICIPATION		

Agenda Wording

A resolution relating to procurement of services and goods by the city to develop an inclusive, data-driven, and transparent process to improve participation by qualified small, minority, women, veteran owned businesses.

Summary (Background)

A resolution relating to procurement of services and goods by the city to develop an inclusive, data-driven, and transparent process to improve participation by qualified small, minority, women, veteran owned businesses. The resolution asks the mayor to direct department of purchasing and contracts to collect and track data, coordinate with community partners develop assistance to women, minority, veteran-owned businesses and other underutilized firms, and provide council a yearly report on progress.

What impacts would the proposal have on historically excluded communities?

This resolution is asks for data and transparency and identify opportunities to contracting by engaging with community partners to develop assistance to women, minority, veteran-owned businesses, and other underutilized firms in the pursuit of appropriate certifications and navigating the City's procurement process.

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 resolution requests the mayor to direct the Department of Purchasing and Contracts to collect and track data on the number and amount of City contracts, as follows: Data sorted by departments, size and type of contracts; Data sorted by ownership or control of contract awardees by race, ethnicity, gender, and veteran-owned, to the extent such data available. Current resolution asks to ensure there is a way to track and report out on procurement processes. The procurement office has a few different ideas.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

The resolution asks for yearly reporting to City Council.

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?

Spokane Comprehensive Economic Development Strategy: goal 3.7 Expand public contracting opportunities for BIPOC owned businesses, including support and mentorship programs to alleviate procedural barriers. • Conduct disparity studies to better understand existing public procurement and contract awards by demographic characteristics and increase diversity. • Use findings from the disparity study as baseline metric. • Ensure transparent reporting and metric development to track progress

Council Subcommittee Review

This was presented at the May 2025 Equity Subcommittee meeting

Fiscal Impact	
Approved in Current Year Budget?	NO
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			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List	
	jnechanicky@spokanecity.org
purchasing@spokanecity.org	

RESOLUTION NO. 2025-0051

A resolution relating to procurement of services and goods by the city to develop an inclusive, data-driven, and transparent process to improve participation by qualified small, minority, women, veteran owned businesses.

WHEREAS, as a public entity, the City of Spokane regularly engages businesses to perform a variety services, and provide goods, which in turn offer contract opportunities for businesses including small businesses, as well as women and minority owned businesses; and

WHEREAS, "small works rosters" are a mechanism allowed under state procurement laws to streamline the public procurement process for smaller contracts, and the City of Spokane historically has used small works rosters to secure contracts services; and

WHEREAS, providing services and goods to public entities affords businesses in Spokane, especially women and minority owned businesses, an opportunity to grow their businesses; and

WHEREAS, in 2023 the Washington State Legislature enacted Second Substitute Senate Bill 5268 ("2SSB 5268"), effective July 1, 2024, with the stated intent to increase equity and efficiencies in public works procurement, including modifications to the small works roster requirements for local jurisdictions; and

WHEREAS, 2SSB 5268, among other matters, encourages measures that improve access of small, minority, women, and veteran-owned businesses in the public contracting process, including outreach and mentorship, access to capital including modified payment provisions, training, and other features intended to maximize the participation and success of small, minority, women, and veteran-owned businesses in the public bidding process; and

WHEREAS, on December 16, 2024, the City Council adopted Ordinance 36627 to amend the Spokane Municipal Code provisions relating to the small works roster to conform to the thresholds for small works set forth in 2SSB 5268; and

WHEREAS, in enacting Ordinance 36627, the City Council did not adopt the provision that allowed City contracts under $150,000 to use direct contracting, with the understanding that smaller contracts would be accommodated through a procurement practices and outreach rather than through changes to the Spokane Municipal Code, and after further study of the effects and potential benefits of City contracts on the viability of small, women, minority and veteran-owned businesses; and

WHEREAS, the City Council finds that future revisions to the City's procurement practices actions first must be informed realistic and detailed data regarding the history and effect of City contracts on small, local businesses;

NOW, THEREFORE, BE IT RESOLVED the City Council supports data-driven approaches to understand the current landscape in contracting, and requests the Mayor direct the Department of Purchasing and Contracts set up a process to identify barriers that may contribute to inequities in securing contracts that affect small businesses, especially minority and women, and veteran-owned businesses; and

BE IT ALSO RESOLVED the City Council requests the Mayor direct the Department of Purchasing and Contracts to collect and track data on the number and amount of City contracts, as follows:

- Data sorted by departments, size and type of contracts;
- Data sorted by ownership or control of contract awardees by race, ethnicity, gender, and veteran-owned, to the extent such data available; and

BE IT ALSO RESOLVED the City Council requests the Mayor direct the Department of Purchasing and Contracts use the assembled data to enhance access to contracting with the city for small businesses, especially minority, veteran and women-owned businesses; and

BE IT ALSO RESOLVED the City Council requests the Mayor direct the Department of Purchasing and Contracts in coordination with the Office of Civil Rights, Equity and Inclusion to develop a plan for outreach to educate small, women, minority, and veteran-owned businesses of business opportunities with the City, to include the following:

- Targeted outreach and online project information, including anticipated procurement opportunities, timelines and specific staff contract information;
- In coordination with community partners develop assistance to women, minority, veteran-owned businesses, and other underutilized firms in the pursuit of appropriate certifications and navigating the City's procurement process; and
- Develop a plan of inclusion for small, women, veteran, and minority businesses to encourage an increase in the number of such businesses contracting with the City; and
- In conjunction with appropriate City departments, convene community organizations that support small, women, minority, veteran businesses to provide guidance and feedback on the City of Spokane's contracting initiatives,

and to further identify opportunities to enhance to equal participation by qualified minority, veteran, women owned businesses; and

BE IT ALSO RESOLVED the City Council requests the Mayor direct the Department of Purchasing and Contracts to report to the Mayor and City Council, on an annual basis, the department's efforts and outcomes to make the city's procurement process more inclusive, data-driven, and transparent to the community, and its overall efforts to meet the objectives of this resolution.

Adopted by the City Council this ____ day of _____, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

RES 2025-0051 (WILKERSON AMENDMENT)(07-02-25)

Strike the entirety of the resolution and substitute the following in its place:

RESOLUTION NO. 2025-0051

A resolution relating to procurement of services and goods by the city to develop an inclusive, data-driven, and transparent process to improve participation by qualified small, minority, women, veteran owned businesses.

WHEREAS, as a public entity, the City of Spokane regularly engages businesses to perform a variety services, and provide goods, which in turn offer contract opportunities for businesses including small businesses, as well as women and minority owned businesses; and

WHEREAS, "small works rosters" are a mechanism allowed under state procurement laws to streamline the public procurement process for smaller contracts, and the City of Spokane historically has used small works rosters to secure contracts services; and

WHEREAS, providing services and goods to public entities affords businesses in Spokane, especially women and minority owned businesses, an opportunity to grow their businesses; and

WHEREAS, in 2023 the Washington State Legislature enacted Second Substitute Senate Bill 5268 ("2SSB 5268"), effective July 1, 2024, with the stated intent to increase equity and efficiencies in public works procurement, including modifications to the small works roster requirements for local jurisdictions; and

WHEREAS, 2SSB 5268, among other matters, encourages measures that improve access of small, minority, women, and veteran-owned businesses in the public contracting process, including outreach and mentorship, access to capital including modified payment provisions, training, and other features intended to maximize the participation and success of small, minority, women, and veteran-owned businesses in the public bidding process; and

WHEREAS, on December 16, 2024, the City Council adopted Ordinance 36627 to amend the Spokane Municipal Code provisions relating to the small works roster to conform to the thresholds for small works set forth in 2SSB 5268; and

WHEREAS, in enacting Ordinance 36627, the City Council did not adopt the provision that allowed City contracts under $150,000 to use direct contracting, with the

understanding that smaller contracts would be accommodated through a procurement practices and outreach rather than through changes to the Spokane Municipal Code, and after further study of the effects and potential benefits of City contracts on the viability of small, women, minority and veteran-owned businesses; and

WHEREAS, the City Council finds that future revisions to the City's procurement practices actions first must be informed by realistic and detailed data regarding the history and effect of City contracts on small, local businesses;

NOW, THEREFORE, BE IT RESOLVED the City Council supports data-driven approaches to understand the current landscape in contracting, and requests the Mayor direct the Department of Purchasing and Contracts set up a process to identify barriers that may contribute to inequities in securing contracts that affect small businesses, especially minority and women, and veteran-owned businesses; and

BE IT ALSO RESOLVED the City Council requests the Mayor direct the Department of Purchasing and Contracts to collect and track data on the number and amount of City contracts, as follows:

- Data sorted by departments, size and type of contracts;
- Data sorted by ownership or control of contract awardees by race, ethnicity, gender, and veteran-owned, to the extent such data available; and

BE IT ALSO RESOLVED the City Council requests the Mayor direct the Department of Purchasing and Contracts use the assembled data to enhance access to contracting with the city for small businesses, especially minority, veteran and women-owned businesses; and

BE IT ALSO RESOLVED the City Council requests the Mayor direct that any collection and use of the data pursuant to this resolution be consistent with state law, including 2SSB 5268; and

BE IT ALSO RESOLVED the City Council requests the Mayor direct the Department of Purchasing and Contracts in coordination with the Office of Civil Rights, Equity and Inclusion to develop a plan for outreach to educate small, women, minority, and veteran-owned businesses of business opportunities with the City, to include the following:

- Targeted outreach and online project information, including anticipated procurement opportunities, timelines and specific staff contract information;
- In coordination with community partners develop assistance to women, minority, veteran-owned businesses, and other underutilized firms in the pursuit of appropriate certifications and navigating the City's procurement process; and

- Develop a plan of inclusion for small, women, veteran, and minority businesses to encourage an increase in the number of such businesses contracting with the City; and
- In conjunction with appropriate City departments, convene community organizations that support small, women, minority, veteran businesses to provide guidance and feedback on the City of Spokane's contracting initiatives, and to further identify opportunities to enhance to equal participation by qualified minority, veteran, women owned businesses; and

BE IT ALSO RESOLVED the City Council requests the Mayor direct the Department of Purchasing and Contracts to report to the Mayor and City Council, on an annual basis, the department's efforts and outcomes to make the city's procurement process more inclusive, data-driven, and transparent to the community, and its overall efforts to meet the objectives of this resolution.

Passed by the City Council this ____ day of _____, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

PURPOSE OF AMENDMENT: This amendment corrects a typographical error in the final recital on page 2 and adds the following resolved clause on page 2:

BE IT ALSO RESOLVED the City Council requests the Mayor direct that any collection and use of the data pursuant to this resolution be consistent with state law, including 2SSB 5268; and

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 06/09/2025

Committee Agenda type: Discussion

Council Meeting Date: 06/30/2025

Date Rec'd	6/2/2025
Clerk's File #	ORD C36708
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	ADAM 6779
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	ZZAPPONE BWILKERSON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	0520 DESIGNATED FESTIVAL STREETS ORDINANCE

Agenda Wording

An ordinance relating to designated festival streets; adopting a new Section 12.08.060 to the Spokane Municipal Code.

Summary (Background)

The City seeks to identify and designate certain segments of streets that have historically facilitated closures for large pedestrian-oriented activities as "festival streets" to provide options to special events sponsors, identify and standardize general traffic control requirements and procedures, and reduce potential costs to event organizers and the City.

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	SCOTT, ALEXANDER		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List
amcdaniel@spokanecity.org

ORDINANCE NO. C36708

An ordinance relating to designated festival streets; adopting a new Section 12.08.060 to the Spokane Municipal Code.

WHEREAS, events such as festivals are essential for strengthening the quality of life for residents in our community and attracting visitors to Spokane;

WHEREAS, the City's Comprehensive Plan calls for the City to "support celebrations that enhance the community's identity and sense of place"; and

WHEREAS, the Spokane Downtown Plan calls for the City to "identify and reduce barriers to cultural events Downtown"; and

WHEREAS, the City seeks to identify and designate certain segments of streets that have historically facilitated closures for large pedestrian-oriented activities as "festival streets" to provide options to special events sponsors, identify and standardize general traffic control requirements and procedures, and reduce potential costs to event organizers and the City.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That there is adopted a new Section 12.08.060 of the Spokane Municipal Code to read as follows:

Section 12.08.060 Festival Streets Designated

A. It is a priority of the City of Spokane that special events primarily occur within Spokane Parks, however, the City may designate certain portions of City streets as "festival streets" to facilitate recurring temporary closure of vehicular traffic for large pedestrian-oriented festivals and special events that take place outside of Spokane Parks.

B. The following streets shall be considered festival streets to facilitate the recurring temporary closure of vehicle traffic for large pedestrian-oriented festivals and special events:

Street	Direction
Garland Avenue	from Monroe Street to Post Street
Howard Street	from the entrance of Riverfront Park to Cataldo Avenue
Howard Street	from Riverside Avenue to Main Avenue
Lincoln Street	from Garland Avenue to Walton Avenue
Main Avenue	from Browne Street to Division Street
Main Avenue	from Lincoln Street to Wall Street
Manito Boulevard	from Manito Park to Division Street

Market Street	from Broad Avenue to Bismark Avenue
Perry Street	from 9th Avenue to 12th Avenue
Post Street	from Sprague Avenue to Main Avenue
Post Street Bridge	from Spokane Falls Boulevard to Lincoln Street and Bridge Avenue
Pacific Avenue	from Chestnut Street to Elm Street
Spokane Falls Boulevard	From Lincoln Street to Monroe Street
Spokane Falls Boulevard	from Post Street to Wall Street
Summit Parkway	from Jefferson Lane to Cedar Street
Wall Street	from Main Avenue to Spokane Falls Boulevard

C. Nothing in this section shall be construed to require the City to permit any special event or the closure of any designated festival street.

D. City staff shall develop policies and procedures to standardize the temporary closure of festival streets, including but not limited to coordination with Spokane Transit Authority.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 06/09/2025

Committee Agenda type: Discussion

Council Meeting Date: 06/30/2025

Date Rec'd	5/22/2025		
Clerk's File #	ORD C36709		
Cross Ref #			
Project #			
Submitting Dept	PLANNING & ECONOMIC	**Bid #**	
Contact Name/Phone	SPENCER 509-625-6097	**Requisition #**	
Contact E-Mail	SGARDNER@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	JBINGLE LNAVARRETE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0650 – MFTE UPDATES TO ENCOURAGE LONG-TERM OCCUPANCY		

Agenda Wording

An ordinance to increase the contribution of MFTE-funded projects to the supply of long-term occupancy housing units by prohibiting short-term rentals in MFTE-funded projects.

Summary (Background)

The MFTE program currently allows units to operate as short-term rentals. Short-term rentals are not currently given the MFTE tax benefit, but they do reduce the project's contribution to the number of units available for long-term occupancy. It is also administratively burdensome to track and validate MFTE projects that include short term rentals. This ordinance prohibits short term rentals in any project receiving the MFTE benefit. It does not apply to existing MFTE contracts.

What impacts would the proposal have on historically excluded communities?

This ordinance is intended to increase the number of units provided for long-term occupancy, which has positive benefits for all residents.

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	BLACK, TIRRELL		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	sgardner@spokanecity.org
smacdonald@spokanecity.org	amcdaniel@spokanecity.org
eking@spokanecity.org	

ORDINANCE NO C36709

An ordinance to ensure that housing development receiving public support is contributing to the availability of units providing long-term occupancy; modifying sections 08.15.020 and 08.15.040 of the Spokane Municipal Code.

WHEREAS, the City of Spokane has adopted a program to encourage new and rehabilitated multiple-unit dwellings in urban centers ("MFTE") pursuant to RCW 84.14; and

WHEREAS, a stated purpose of the MFTE program is to encourage more multi-family housing opportunities, including affordable housing opportunities; and

WHEREAS, some MFTE projects use housing units for short-term rentals; and

WHEREAS, even though short-term rental units are removed from the MFTE benefit, they don't contribute to the City's long-term occupancy needs; and

WHEREAS, combining short-term rental units with MFTE projects requires significant staff resources for annual verification and processing above and beyond unmixed MFTE projects; and

WHEREAS, existing MFTE contracts are not impacted by this ordinance; -- 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 findings in support of the adoption of this ordinance.

Section 2. Purpose. The purpose of this ordinance is to ensure that tax benefits granted through the MFTE program result in an increase in units providing long-term occupancy.

Section 3. That SMC Section 08.15.020 is amended as follows:

Section 08.15.020 Definitions

As used in this chapter:

A. "affordable housing" means residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty percent of the household's monthly income.

1. For the purposes of housing intended for owner occupancy, "affordable housing" means residential housing that is within the means of low or moderate-income households;

B. "assessor" means the Spokane county assessor;
C. "council" means the Spokane city council;
D. "director" means the director of the City's planning department or any other City office, department or agency that shall succeed to its functions with respect to this chapter, or their authorized designee;
E. “household” means a single person, family or unrelated persons living together;
F. ”low-income household” means a single person, family or unrelated persons living together whose adjusted income is at or below eighty percent of the median family income adjusted for family size, for the county, city, or metropolitan statistical area where the project is located, as reported by the United States department of housing and urban development.
G. “moderate-income household” means a single person, family or unrelated persons living together whose adjusted income is more than eighty percent but is at or below one hundred fifteen percent of the median family income adjusted for family size, for the county, city, or metropolitan statistical area where the project is located, as reported by the United States department of housing and urban development.
H. "multi-family housing" means a building or group of buildings having four or more dwelling units designed for permanent residential occupancy resulting from new construction or rehabilitation or conversion of vacant, underutilized or substandard buildings to multi-family housing and does not include transient accommodations, including hotels, motels or short-term rentals regulated under Chapter 10.52 SMC, Chapter 17C.316 SMC or other applicable regulations;
I. "owner" means the property owner of record;
J. "permanent residential occupancy" means multi-family housing that provides either rental or owner occupancy on a nontransient basis.

    1. This includes owner-occupied or rental accommodation that is leased for a period of at least one month.
    2. This excludes ((~~hotels and motels that predominately offer rental accommodation on a daily or weekly basis and short-term rentals regulated under Chapter 10.52 SMC, Chapter 17C.316 SMC or other applicable regulations~~)) <u>transient lodging as defined herein</u>.

K. "rehabilitation improvements" means modifications to an existing:

    1. structure the residential portion of which has been vacant for at least twelve months prior to application for exemption under this chapter, that are made to achieve a condition of substantial compliance with the applicable building and construction codes contained in Title 11 SMC and all applicable uniform codes adopted pursuant to Title 11 SMC; or
    2. occupied residential structure or mixed use structure that contains occupied residential units, that add at least four multifamily housing units;

L. "residential targeted area" means an area within an urban center that has been so designated by the council pursuant to this chapter;

M. "substantial compliance" means compliance with the applicable building and construction codes contained in Title 11 SMC and all applicable uniform codes adopted pursuant to Title 11 SMC that is typically required for rehabilitation as opposed to new construction;

N. “transient lodging” means units offered for rental accommodation on a daily or weekly basis or short-term rentals as defined in SMC 17C.316.020(A) and as regulated under SMC Chapter 10.52, SMC Chapter 17C.316 or other applicable regulations.

((~~N~~))O. "urban center" means a compact identifiable district where urban residents may obtain a variety of products and services and which must contain:

1. several existing or previous, or both, business establishments that may include but are not limited to shops, offices, banks, restaurants, governmental agencies;
2. adequate public facilities including streets, sidewalks, lighting, transit, domestic water and sanitary sewer systems; and
3. a mixture of uses and activities that may include housing, recreation and cultural activities in association with either commercial or office, or both, use.

Section 4. That SMC Section 08.15.040 is amended as follows:

Section 08.15.040 Project Eligibility

To be eligible for exemption from property taxation under this chapter, the property must satisfy all of the following requirements:

A. The property must be located in a residential targeted area of an urban center.

B. The project must be multifamily housing consisting of at least four dwelling units within a residential structure or group of structures or as part of a mixed-use development in which at least fifty percent of the space within such residential structure or mixed-use development is intended for permanent residential occupancy.

C. For new construction, a minimum of four new dwelling units must be created; for rehabilitation or conversion of existing occupied structures, a minimum of four additional dwelling units must be added. Existing multifamily vacant housing that has been vacant for twelve months or more does not have to provide additional multifamily units.

D. For rehabilitation or conversion of an existing building: the residential portion of the building fails to comply with one or more standards of the applicable building or

housing codes, and the rehabilitation improvements shall achieve a condition of compliance with the applicable building and construction codes, or the building has been vacant for at least a year. If the property proposed to be rehabilitated is not vacant, an applicant shall provide each existing tenant housing of comparable size, quality and price and a reasonable opportunity to relocate.

At the time of application for a MFTE Conditional Agreement, the applicant will provide a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate. The comparable housing requirements to be included in the MFTE Conditional Agreement:

1. 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.

E. The project must comply with all applicable zoning requirements, land use regulations, design review requirements and building and housing code requirements contained in the Spokane Municipal Code at the time of new construction, rehabilitation or conversion.

F. Permanent Residential Occupancy Required.

1. The project shall make available all residential dwelling units for permanent residential occupancy. No residential dwelling unit shall operate as transient lodging for the entire duration of the exemption period.
2. Projects for which a contract under this chapter was approved prior to adoption of this ordinance and for which a residential dwelling unit is in use as duly permitted transient lodging may continue to operate, subject to the following conditions:

    a. If the permit expires for the transient lodging, it shall not be re-established for the duration of the contract; and
    b. Permits for new transient lodging above and beyond any pre-existing permits shall not be issued for the remainder of the contract.

Section 5. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 6. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; modifying time-based wording to conform with the date of this ordinance's adoption; or numbering or referencing of ordinances or their sections and subsections.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 06/09/2025

Committee Agenda type: Discussion

Council Meeting Date: 06/30/2025

Date Rec'd	6/4/2025		
Clerk's File #	ORD C36715		
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	CM DILLON 625-6254	**Requisition #**	
Contact E-Mail	PDILLON@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0320 ORDINANCE CREATING PROCESS FOR HONORARY NAMING OF STREETS		

Agenda Wording

An Ordinance of the City of Spokane establishing an Honorary Roadway Naming program and enacting a new chapter 12.14 to Title 12 of the Spokane Municipal Code.

Summary (Background)

An ordinance adopting a process to submit an application for the creation of an honorary roadway and sign. This is an opportunity for current or former City of Spokane residents who have made significant contributions to the City, State or the USA, to be recognized and honored.

What impacts would the proposal have on historically excluded communities?

There should be no impacts to historically excluded communities. The honorary roadway naming ordinance will accept applications from any individual or organization, and will be open to nominations regarding individuals of all backgrounds and ethnicities.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

There is no specific requirement in the ordinance to report on the program or its effects, but records will be kept of all applications as required by public records law and and city records retention practices.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

See above. There is no specific requirement in the ordinance to report on the program or its effects, but records will be kept of all applications as required by public records law and and city records retention practices.

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?

None identified. However, the program is consistent with City policies and practices relating to naming of monuments and city property, including Title 18.10.

Council Subcommittee Review

Not applicable

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Costs of administering program and installation of honorary signage are expected to be recouped from program applicants.

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List

ORDINANCE NO. C36715

An Ordinance of the City of Spokane establishing an Honorary Roadway Naming program and enacting a new chapter 12.14 to Title 12 of the Spokane Municipal Code.

WHEREAS, honorary roadway signs provide an opportunity to recognize current or former Spokane residents who have made significant contributions to the City, State of Washington, or the United States of America, and to honor significant community events; and

WHEREAS, honorary roadway names have been applied successfully in other communities; and

WHEREAS, the concept of establishing honorary roadway names in addition to legal street names serves the stated purpose of recognizing individuals from the City; and

WHEREAS, the proposed honorary roadway names program supplements the permanent street name procedures and does not change any permanent street name designation, nor does it require residents and businesses fronting on the street to change their address, and therefore it does not implicate the requirement for Plan Commission review under Section 128 of the Spokane City Charter; and

WHEREAS, Spokane currently allows citizens to request a change to the official name of a city roadway; however, the City Council may determine if the change is an honorary designation or a permanent name change; and

WHEREAS, the City Council has developed specific criteria and parameters required for an honorary roadway designation to be made;

NOW, THEREFORE, the City of Spokane does ordain as follows:

Section 1. That there is enacted a new chapter 12.14 of the Spokane Municipal Code to read as follows:

Chapter 12.14 Honorary Naming of Roadways

Section 12.14.010 Purpose, Goals, and Intent
Section 12.14.020 Applicability
Section 12.14.030 Definitions
Section 12.14.040 Administration

Section 12.14.050 Honorary Roadway Application and Guidelines
Section 12.14.060 Signage of Honorary Roadways

Section 12.14.010 Purpose, Goals, and Intent

A. The purpose and intent of this chapter is to establish a uniform method for honorary roadway naming for streets in the City of Spokane.

B. The goals of this chapter are as follows:

1. To provide for a process to recognize current or former Spokane residents who have made significant contributions to the City of Spokane, State of Washington or the United States of America.
2. To ensure that roadway name designations are “honorary” and at the discretion of the Spokane City Council.
3. To ensure that roadways continue to retain their official name and remain easily identifiable, and to prevent confusion between official roadway names and honorary names.
4. To ensure that honorary roadway name designations are accepted by the community, consistent with City values.
5. To ensure that the City maximizes the benefit of significant community events by offering temporary, honorary roadway designations.

Section 12.14.020 Applicability

This chapter applies to all public roadways within the City of Spokane. The Spokane City Council may assign honorary roadway names as necessary to further the purpose of this chapter. This chapter shall not be construed to modify the process for permanent naming of roadways under Title 17D of the Spokane Municipal Code.

Section 12.14.030 Definitions

The term “roadway” shall mean any public highway, or part thereof, located within the limits of cities and towns, except alleys, and shall include City Streets as defined in Section 16A.04.100 of the Spokane Municipal Code.

Section 12.14.040 Administration

The Development Services Center shall administer the provisions of this chapter, unless otherwise provided for herein.

Section 12.14.050 Honorary Roadway Application and Guidelines

A. Designation of an honorary roadway name shall comply with the requirements of this chapter and, to the extent possible, with the roadway type designations in Section 17D.050A.040.U.

B. Any resident of the City, or organization whose principal place of business is situated in the City, may submit an application to have a City roadway or roadway designated in honor of an individual (the “nominee”). The Development Services Center shall review the proposed honorary roadway name for compliance with all of the following guidelines:

1. The nominee must reside or have resided in Spokane for a significant period of time.
2. The nominee must have made substantial contributions through cultural, humanitarian, historic or military achievements.
3. There must be a clear geographic relationship between the proposed roadway and the nominee.
4. The proposed honorary roadway name shall not duplicate any existing name or be similar either phonetically or in spelling to any other honorary or actual roadway name.
5. Honorary designation of a roadway shall not exceed a five (5) block long section of the roadway;
6. The number of designations per fiscal year will be at City Council discretion;
7. An honorary designation and roadway sign will remain in effect for up to four (4) years after installation;
8. At the end of the four (4) year period, the city will remove the honorary sign and make it available to the applicant.

C. As an alternative to honorary roadway names for individuals in subsection B above, any resident of the City, or organization whose principal place of business is situated in the City, may submit an application to have a City roadway or roadway designated in honor of a significant community event (the “community event”) The Development Services Center shall review the proposed honorary roadway name for compliance with all of the following guidelines:

1. The community event must be projected to attract 10,000 or more persons during the life of the event.
2. There must be a clear geographic relationship between the proposed roadway and the community event.
3. The proposed honorary roadway name shall not duplicate any existing name or be similar either phonetically or in spelling to any other honorary or actual roadway name.
4. Honorary designation of a roadway shall not exceed a five (5) block long section of the roadway.
5. The number of honorary designations for community events per fiscal year will be at City Council discretion.
6. An honorary designation and roadway sign will remain in effect for up to four (4) weeks after installation.

D. Application Process

1. Applicants shall complete and submit an application to the City of Spokane Development Services Center in the form prepared by the Center.
2. An application proposing an honorary roadway name shall include the following:
    a. The application fee as established by the Development Services Center, which fee shall not exceed the actual cost to review the application.
    b. The signature of a council member in whose council district the roadway is located.
    c. A petition signed by not less than two-thirds (2/3) of the property owners abutting the roadway proposed for the honorary roadway name stating the property owners' support for the proposed honorary roadway name.
    d. A statement explaining how the individual or community event proposed to be honored with an honorary roadway name qualifies under the guidelines of this policy.
    e. A statement indicating which segment or blocks of the roadway shall be designated with an honorary name.
1. Following determination by the Development Services Center that an

application is complete and meets the guidelines set forth in this section, the Center shall:

a. distribute the application to the Streets Department and public safety departments for comment.

b. Calculate and provide to the applicant the projected cost of manufacturing and installing honorary signage, as well the amount needed to cover the projected cost of removing signage at the expiration of the designation period (the "Project Cost") .

c. Upon completion of review of the application, the Development Services Center shall forward the application to the City Council with any recommendations and comments.

E. Upon receipt of the application, the City Council shall consider the application within thirty (30) days, and either approve, modify, reject the application or return it to the Development Service Center with requests for additional documentation or review.

F. Upon approval of the application by the City Council, the applicant shall have 60 days to remit the Project Cost to the City.

G. The Director of the Development Services Center is authorized to promulgate rules for the administration of the honorary roadway program.

Section 12.14.060 Signage of Honorary Roadways

Signage for honorary roadway names shall conform to all of the following requirements:

A. Honorary signs will be distinctive in size and color from the official roadway name sign and will be installed below the official roadway name sign. The applicant will be responsible for the cost of the materials and installation of the honorary roadway sign.

B. The signage shall be silver lettering on blue background.

C. Sign(s) will be installed and removed by City crews.

D. The number of designations per fiscal year will be at City Council discretion.

E. An honorary designation and roadway sign will remain in effect for up to four (4) years after installation. At the end of the effective period, the city will remove the honorary sign at the applicant's expense and make it available to the applicant.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of

competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 05/12/2025

Committee Agenda type: Discussion

Council Meeting Date: 06/23/2025

Date Rec'd	5/7/2025		
Clerk's File #	ORD C36701		
Cross Ref #			
Project #			
Submitting Dept	CODE ENFORCEMENT & PARKING	**Bid #**	
Contact Name/Phone	JASON 6529	**Requisition #**	
Contact E-Mail	JRUFFING@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	1200 PROPERTY MAINTENANCE AND USE ORDINANCE		

Agenda Wording

This ordinance will centralize existing Code Enforcement regulations that apply to the use and maintenance of private property and the built environment into one location in the SMC.

Summary (Background)

Existing standards and regulations that Code Enforcement applies are spread throughout the SMC and these sections are subject to frequent change and relocation. Because Code Enforcement prioritizes educational efforts when working with the public and works toward voluntary compliance as a goal for each encounter, this ordinance seeks to make it easier for the public to know and understand the City's expectations on the maintenance of private property.

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?

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	GARCIA, LUIS		
Division Director	MACDONALD, STEVEN		
Accounting Manager	BUSTOS, KIM		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

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ORD C36701 (SPONSOR SUBSTITUTION)(06-03-25)

ORDINANCE NO. C36701

An ordinance relating to Property Maintenance and Use Standards; enacting Chapter 10.63; amending Section 16A.05.220; and repealing Chapter 10.64 and 10.66 Sections 10.72.070 and 17F.070.520 of the Spokane Municipal Code.

WHEREAS, Code Enforcement conducts inspections, both proactively and in response to complaints, to evaluate private property conditions for compliance with adopted standards and regulations; and

WHEREAS, Code Enforcement prioritizes educational efforts when working with the public, and the goal for each encounter is to work towards voluntary compliance; and

WHEREAS, the standards and regulations that Code Enforcement applies are spread throughout the Spokane Municipal Code, and these sections are subject to frequent change and relocation; and

WHEREAS, the purpose of this ordinance is to centralize existing regulations that apply to the use and maintenance of private property and the built environment; and

WHEREAS, by establishing the Property Maintenance and Use Standards chapter of the Spokane Municipal Code, residents have one location to review to find the various expectations that apply to private property maintenance and use.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new Chapter 10.63 of the Spokane Municipal Code to read as follows:

Chapter 10.63 Property Maintenance and Use Standards
10.63.010 Purpose
10.63.020 Definitions
10.63.030 Litter and Solid Waste on Private Property
10.63.040 Vegetation Maintenance
10.63.050 Junk Vehicles
10.63.051 Junk Vehicle Notice of Violation and Abatement Procedures
10.63.052 Junk Vehicle Appeal Hearing Procedures
10.63.053 Removal and Disposal of Junk Vehicles
10.63.060 Inoperable or Unlicensed Vehicles
10.63.070 Removal of Graffiti on Private Property
10.63.080 Vacant Buildings and Properties
10.63.090 Foreclosure Registration Program
10.63.100 Penalty and Abatement Procedures
10.63.110 Severability

Section 10.63.010 Purpose

A. The purpose of this chapter is to centralize Property Maintenance and Use Standards into a single chapter, so residents have one location to review to find the various expectations that apply to private property maintenance and use.

B. Under SMC 17F.070.010, every owner and occupant of premises is obligated to maintain the property in a reasonably safe condition and prevent the property from becoming a nuisance.

C. The Code Enforcement Department staff shall utilize the latest edition of the International Code Council's International Property Maintenance Code for reference and guidance in applying private property maintenance standards.

Section 10.63.020 Definitions

Term	Definition
Abate	Abate means to repair, replace, remove, destroy, or otherwise remedy a condition which constitutes a violation of this chapter by such means and in such a manner and to such an extent as the City determines is necessary in the interest of the general health, safety, and welfare of the community.
Abatement Order	An appealable order, supported by specific factual findings, issued by the Code Enforcement and Parking Services Department, which directs the owner of a property to take certain specific steps, within a specific period of time, to ensure that the relevant property is in compliance with this chapter.
City	City of Spokane
Code Compliance Officer	A regular or special commissioned officer
Evidence of Foreclosure Status	Any condition that, on its own or combined with other conditions present, would lead a reasonable person to believe that the property is a Foreclosure Property. Such conditions include, but are not limited to, overgrown and/or dead vegetation; accumulation of newspapers, circulars, flyers and/or mail; past due utility notices and/or disconnected utilities; accumulation of trash, junk, and/or debris;

	statements by neighbors, passersby, delivery agents, or government employees that the property is in foreclosure; the presence of boards over doors, windows or other openings in violation of applicable building code; and for residential properties, the absence of window coverings such as curtains, blinds, and/or shutters; the absence of furnishings and/or personal items consistent with residential habitation.
Foreclosure	The legal processes described in Title 61, Revised Code of Washington, in which a mortgagee or other lien holder terminates a property owner's equitable right of redemption to obtain legal and equitable title to the real property pledged as security for a debt or the real property subject to the lien. For purposes of this section, the foreclosure process is not concluded until the property obtained by the mortgagee, lien holder, or their designee, by certificate of title or other means, is sold to a non-related, bona fide purchaser in an arms'-length transaction to satisfy the debt or lien.
Foreclosure Property	A property that is (1) under a current notice of default and/or notice of trustee's sale; (2) the subject of a pending tax assessor's lien sale; (3) the subject of a foreclosure sale where the title was retained by the beneficiary of a deed of trust involved in the foreclosure; (4) a property title to which has been transferred under a deed in lieu of foreclosure/sale, or (5) subject to a contract forfeiture. Property acquired by Spokane County at a tax foreclosure sale under chapter 84.64 RCW is not "Foreclosure Property" within the meaning of this section. For purposes of this section, a property remains a Foreclosure Property until it is sold at an arms'-length transaction to a non-related bona fide purchaser or until

	the foreclosure action has been dismissed and any default has been cured.
Graffiti	Graffiti means the unauthorized writing, painting, drawing, inscription, figure, or mark of any type that has been placed upon property through the use of paint, ink, chalk, dye, markers, objects, adhesive material, or any other substance capable of marking property.
Impound	To take and hold a vehicle in legal custody.
Inoperable Vehicle	A vehicle incapable of operating legally on a public highway, including but not limited to not having a current or valid registration plate.
Junk Vehicle	A vehicle certified under RCW 46.55.230 as meeting at least three of the following requirements: • is three years old or older; • is extensively damaged, such damage including but not limited to any of the following: i. a broken window or windshield ii. missing wheels, tires, motor or transmission; • is apparently inoperable; or • has an approximate fair market value equal only to the approximate value of the scrap in it.
Lender	Any person who makes, extends, holds, or services a real estate loan agreement and includes, but is not limited to, mortgagees; beneficiaries under deeds of trust; underwriters under deeds of trust; vendors under conditional land sales contracts; trustees and a successor in interest to any mortgagee, beneficiary, vendor or trustee and any other lien holder on the property. The term also includes any mortgagee, beneficiary, or trustee that accepts a deed in lieu of foreclosure
Litter	All waste material, including but not limited to disposable packages or containers,

	thrown, deposited, or accumulated on private property.
Local Agent	An individual property manager, property management company, or similar person or entity, located in Spokane County and responsible for, having the authority to make decisions and required expenditures concerning, the maintenance and security of a Foreclosure Property and the abatement of nuisance conditions at the property.
Nuisance or Public Nuisance	Shares the same definition as Nuisance and Public Nuisance in RCW 7.48.120 and 7.48.130
Property Owner	Any individual or group of natural persons, partnership, association, corporation, or other entity having legal or beneficial title in real property, including any borrower. This term includes the term "landowner" as defined in RCW 46.55.230
Responsible Party	Any person, partnership, association, corporation, or fiduciary having legal or equitable title to or any interest in any real property, including but not limited to an owner, borrower, local agent, lender, or lessee of leased property, if the lessee is responsible for property maintenance.
Vacant Buildings or Property	Any building or structure and surrounding grounds that are not occupied and have not been occupied during the preceding one hundred eighty (180) days.
Vehicle	Shares the same definition as the definition of "vehicle" in RCW 46.04.670

Section 10.63.030 Litter and Solid Waste on Private Property

A. In addition to the prohibitions described in RCW 70A.200.060, no owner or occupant may deposit, accumulate, or permit the deposit or accumulation of litter, solid waste, garbage, or debris on private property.

B. No owner or occupant of an abutting property may allow the accumulation of litter on sidewalks or on planting strips, or in any right-of-way areas adjacent to their property.

C. More than one cubic foot of accumulated litter, solid waste, garbage, or debris constitutes a violation of this section.

D. This section shall not prohibit the storage of garbage or rubbish in public or private litter receptacles, in garbage cans, or in securely tied bundles when such storage meets the requirements of the Solid Waste Collection Department.

Section 10.63.040 Vegetation Maintenance

A. Owners and occupants of a property shall remove or eliminate grasses, weeds, shrubs, bushes, trees, vegetation, and debris on their property and any abutting planting strip or right of way areas that are deemed a nuisance, fire hazard, or danger to public health, safety, or welfare by a code compliance officer or Spokane Fire Department official.

B. All grasses and weeds greater than ten inches in height shall be removed, provided this requirement shall not apply to:

1. Cultivated grasses and managed landscaping, such as fountain grasses;

2. Parks and natural conservation areas;

3. Properties in a designated agricultural zone and use; and

4. Undeveloped vacant parcels over one-half acre provided overgrown vegetation shall be maintained to not obstruct the right of way, and a perimeter mow/cut of at least ten feet shall be in place.

C. Owners and occupants of a property shall prune all trees, plants, shrubs or vegetation, or parts thereof, to provide for the required clearance of sidewalks required by SMC 12.02.0202.

D. Enforcement of this section shall prioritize accumulations of unmaintained vegetation rather than sporadic or aesthetic considerations.

E. The City may cause the removal or destruction of such vegetation and debris by notice of violation and, as appropriate in each case, may issue a civil infraction for the violation. The City or a contractor designated by the City may remove vegetation and debris, which may be billed to the owners of the property or as a utility service to the property pursuant to SMC 08.02.0616.

Section 10.63.050 Junk Vehicles

A. All junk vehicles placed or situated upon private property within the city are public nuisances except for vehicles:

1. completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property; or

2. stored or parked lawfully on private property in connection with the business of a licensed dismantler or licensed vehicle dealer and is fenced according to the provisions of RCW 46.80.130.

B. Failure to remove a junk vehicle as outlined in the notice of violation and abatement or as a result of an appeal to the Hearing Examiner may result in a civil infraction, and/or the removal and disposal of the vehicle at the expense of the owner of the property upon which the vehicle is located. Additional fees may be assessed against the registered owner of the vehicle or the owner of the property upon which the vehicle is located, by the City or its designee, for all costs required to abate the public nuisance.

Section 10.63.051 Junk Vehicle Notice of Violation and Abatement Procedures

A. A code compliance officer is authorized to issue a notice of violation and abatement notice upon a reasonable belief that a prohibition of this section exists.

B. The notice of violation and abatement shall be issued to the property owner of record as shown on the last equalized assessment roll and the last registered and legal owner of record of such vehicle unless the vehicle's identification numbers are not available to determine ownership.

C. The notice of violation and abatement may be served utilizing personal service or by mailing a copy of the notice to the property owner or legal owner of the vehicle at his or her last known address by certified mail with a five-day return receipt requested. Proof of personal service shall be made by a written declaration under penalty of perjury by the person or persons effecting the service declaring the time and date of service and how service was made.

D. The notice of violation and abatement shall contain substantially the following information:

1. The name and address of the person to whom the notice is issued;

2. The location of the subject property by address or other description sufficient for identification of the subject property;

3. A description of the vehicle and its location and the reasons for which the City deems it to be a public nuisance in violation of this chapter;

4. A description of the corrective action necessary to eliminate the violation;

5. The date by which the corrective action must be completed;

6. A statement that if any of the persons to whom the notice of violation and abatement is issued wish to appeal said notice, they may submit an appeal of the notice, pay the appeal fee as required by SMC 8.02.087, and request a hearing before the Hearing Examiner;

7. A statement that if the persons to whom the notice of violation and abatement is issued fail to submit a notice of appeal within ten calendar days of the date of the notice or fail to voluntarily abate the nuisance by the date required, the City or its designee may abate the nuisance by removing and disposing of the junk vehicle and will assess all costs of the abatement against the owner of the property upon which the junk vehicle is located and/or may issue a civil infraction; and

8. A statement that the owner of the property upon which the vehicle is located may provide a written statement before completing the corrective action required by the date outlined in the notice and deny responsibility for the presence of the vehicle on the property, with their reasons for the denial.

Section 10.63.052 Junk Vehicle Appeal Hearing Procedures

A. The Hearing Examiner will conduct appeal hearings on contested junk vehicle violations and abatement notices within eighteen calendar days after the appeal is filed.

B. The person appealing the notice of violation and abatement may appear in person or present a written statement that explains the grounds for appeal in time for consideration by the Hearing Examiner at the hearing. The person appealing the notice of violation and abatement may be represented by counsel at the hearing, present evidence, request information related to the notice of violation, and call witnesses to testify on their behalf.

C. The City shall have the burden of proof to establish by a preponderance of evidence that a violation has occurred and that the required corrective action is reasonable.

D. The Hearing Examiner shall determine whether the City has established, by a preponderance of the evidence, that a violation has occurred and that the required corrective action is reasonable and shall affirm, modify, or vacate the decisions regarding the alleged violation and/or the required corrective action. The Hearing Examiner may also:

1. upon a determination that multiple parties are responsible for the nuisance, allocate the assessment of costs of administration, removal, and disposal among the responsible parties.

2. upon a determination that the vehicle was placed on the property without the consent of the property owner and that the property owner has not subsequently acquiesced in its presence, may not assess costs of administration or removal of the vehicle against the property upon which the vehicle is located or otherwise attempt to collect the cost from the property owner.

E. The order of the Hearing Examiner shall be served upon the person(s) to whom it is directed, either personally or by mailing a copy of the order by certified mail to such person(s) at their last known address.

Section 10.63.053 Removal and Disposal of Junk Vehicles

A. After notice has been given of the City's intent to dispose of the vehicle through the notice of abatement or after an appeal hearing has been held, the vehicle or part thereof shall be removed at the request of a law enforcement officer or limited commission officer and disposed of to a licensed motor vehicle wrecker or hulk hauler with notice to the Washington State Patrol and the Washington State Department of Licensing in accordance with Washington state law.

B. Any registered disposer under a contract with the City for the impounding of vehicles shall comply with any administrative regulations relative to the handling and disposal of vehicles.

C. The impounding of a vehicle shall not preclude charging the violator with any violation of the law on account of which such vehicle was impounded.

D. In addition to, or in lieu of, any other state or local provisions for the recovery of costs, the City may, after removal of a vehicle file for record with the County Auditor to claim a lien for the cost of removal and any and all outstanding fines and collection costs, which shall be in substance in accordance with the provision covering mechanics' liens in chapter 60.04 RCW, and said lien shall be foreclosed in the same manner as such liens.

Section 10.63.060 Inoperable or Unlicensed Vehicles

A. No more than one inoperable or unlicensed vehicle may be stored outdoors on private property.

B. Any inoperable or unlicensed vehicle shall be parked in an all-weather surface, as required by SMC 17C.230.145, and shall not be parked on grass or dirt.

C. This section shall not apply to:

1. licensed commercial automotive repair facilities;

2. licensed automobile dealers; or

3. temporary storage on private property in a permissible off-street parking location to facilitate a pending minor repair.

Section 10.63.070 Removal of Graffiti on Private Property

A. No person owning or in control of any property may allow the property to be used as a location for graffiti or fail or refuse to remove, cover, or grant permission to City personnel, or City's designee, to remove or cover the graffiti from the property when so directed by a duly authorized City employee or its designee.

B. Failure to remove the graffiti within ten days (absent exigent circumstances, i.e., inclement weather, insurance delays, disability, etc.) after receipt of notification is a civil infraction. Each day of a continuing violation is a separate offense.

C. Notification by deposit in first class mail to the owner shall include the following:

1. The street address and legal description of the property sufficient for identification of the property, or where there is no postal address, a legal description or parcel number.

2. A statement that the property suffers from nuisance activity resulting from graffiti, with a concise description of the conditions leading to the finding.

3. A statement that the graffiti must be removed within ten days after the receipt of the notice and that if the graffiti is not abated within that time the person owning or responsible for the property shall be subject to a civil infraction.

4. Notification shall include any graffiti removal assistance programs that may be available.

D. The City may charge the property owner or the person in possession of the property the cost to the City for the removal or covering of the graffiti when the removal or covering is performed by City personnel or the City's designee. Any owner or other person in possession who fails to comply with the City or the City designee's effort to remove or cover the graffiti violates this section.

G. Nothing in this section shall affect the right of any person to maintain a civil action arising out of graffiti damage to property.

H. Revenue generated to the City pursuant to the civil infractions in this section shall be used to fund graffiti abatement efforts by the Spokane Police Department.

Section 10.63.080 Vacant Buildings and Properties

A. Vacant buildings and properties shall be monitored and maintained to deter unauthorized access and occupancy.

B. The owner or responsible party of vacant buildings and properties shall take all actions necessary to prevent the appearance that the property is abandoned or vacant including but not limited to:

1. maintaining and keeping the property free of conditions including, but not limited to:
    a. weeds, dry brush, dead vegetation, trash, junk, debris, building materials and junk vehicles;

    b. accumulation of newspapers, circulars, flyers, notices (except those required by federal, state, or local law), and discarded personal items including, but not limited to, furniture, clothing, or large and small appliances; and

    c. graffiti, tagging, or similar markings by removal or painting over with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure.

2. securing ponds, pools, and hot tubs, and ensuring that they do not become a public nuisance or danger to the public; and

3. securing the property to prevent access by unauthorized persons, including, but not limited to, the following: the closure and locking of windows, doors (walk-through, sliding, and garage), gates, and any other opening of such size that it may allow a child or any other person to access the interior of the property and or structure(s). Securing also includes boarding as applicable. The preferred material for boarding shall be painted with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure or is of a material that mimics glazed windows and intact doors.

C. The code compliance officer may require the responsible party of a property subject to this section to implement additional maintenance or security measures, including securing all doors, windows, or other openings, installing additional security lighting, increasing on-site inspection frequency, employing an on-site security guard, disconnecting utilities, or any other measures as may be reasonably calculated to arrest the decline of the property,

prevent unauthorized entry, or ensure maintenance of the property in accordance with this section.

D. The code compliance officer shall notify the responsible party at least ten (10) days prior to the City taking abatement action in order to allow the responsible party to abate the condition first unless such abatement constitutes an emergency, in which case, the City may abate the emergency immediately.

E. The cost of the abatement of any of the conditions outlined in this section shall be charged against the property pursuant to SMC 08.02.067 and shall be lienable pursuant to SMC 17F.070.500 and other applicable sections of the municipal code pursuant to state law.

Section 10.63.090 Foreclosure Registration Program

A. Purpose

It is the purpose and intent of this section to establish a Foreclosure Property Registration Program to protect the community from the deterioration, crime, and decline in value in Spokane's neighborhoods caused by properties in various stages of the foreclosure process, and to identify, regulate, limit, and reduce the number of those properties within the city of Spokane. It is the policy and intent of the City to establish a requirement that the lender or other responsible parties of properties that are in the foreclosure process to register those properties with the City as outlined in this section to protect the neighborhoods from the negative impacts of absentee ownership and lack of adequate maintenance and security for properties in the foreclosure process.

B. Establishment of a Registry

The Code Enforcement and Parking Services Department shall establish and maintain a Foreclosure Property Registry Program.

C. Registration of Foreclosure Properties.

1. Any Lender that holds or services a mortgage on real property located in the city of Spokane shall inspect the property upon mortgage default.

2. The code compliance officer can also initiate the registration process.

3. Any Lender or other Responsible Party of a Foreclosure Property as defined in this section shall register that property with the City of Spokane Code Enforcement and Parking Services Department within ten (10) days of the property becoming a Foreclosure Property within the meaning of this section and initial inspection or of receiving notice from the City of the

requirements of this section, and every 12 months thereafter until the property is no longer a Foreclosure Property within the meaning of this section. A separate registration is required for each property.

4. The content of the registration shall include:

    a. Proof of ownership, or financial interest, such as a lien or loan,

    b. The name, address, phone number, and email address for the Owner, Lender, and Responsible Party, and twenty-four hour contact phone number of the Local Agent of the respective entity; and

    c. Documentation which demonstrates the property is foreclosed, pending foreclosure, or subject to foreclosure, trustee's sale, tax assessor's lien sale or other legal proceedings.

5. The Lender, Owner, or Responsible Party shall notify the Code Enforcement and Parking Services Department within ten (10) days of the date of any change in the information contained in the registration.

6. Mortgagees who have existing Foreclosure Properties on the effective date of this ordinance have 30 calendar days from the effective date to register the property with City of Spokane Code Enforcement and Parking Services Department. A separate registration is required for each property.

7. All property registrations are valid for one year from the date of entry of registration as recorded by Code Enforcement and Parking Services Department. Subsequent registrations are due every twelve (12) months thereafter for renewal and must certify required registration data is current and correct.

D. Minimum Property Maintenance Requirements.

While a Foreclosure Property is registered, the Lender or Responsible Party shall be required to:

1. maintain and keep Foreclosure Property free of conditions, including but not limited to:

    a. weeds, dry brush, dead vegetation, trash, junk, debris, building materials and junk vehicles;

    b. accumulation of newspapers, circulars, flyers, notices (except those required by federal, state, or local law), and discarded personal items including, but not limited to, furniture, clothing, or large and small

appliances; and

c. graffiti, tagging, or similar markings by removal or painting over with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure.

2. securing ponds, pools, and hot tubs, and ensuring that they do not become a public nuisance or danger to the public; and

3. securing the property to prevent access by unauthorized persons, including, but not limited to, the following: the closure and locking of windows, doors (walk-through, sliding, and garage), gates, and any other opening of such size that it may allow a child or any other person to access the interior of the property and or structure(s). Securing also includes boarding as applicable. The preferred material for boarding shall be painted with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure or is of a material that mimics glazed windows and intact doors.

4. Post the property with no trespassing signs and current emergency contact information for the local agent.

5. take any other action necessary to prevent giving the appearance that the property is abandoned, and

6. monitor the Foreclosure Property monthly or more frequently as necessary to prevent the creation of a nuisance.

E. Monitoring of Foreclosure Property.

1. Upon registration, the City will provide regular monitoring of Foreclosure Properties, including but not limited to periodic site visitation, which will not exceed the City's rights of access, as well as notification to Lender or Responsible Party if the property begins to exhibit characteristics established in RCW 35.80.010. The City's monitoring of Foreclosure Properties does not relieve the Lender or other Responsible Party from monitoring and maintaining the property as required by this section.

2. At least monthly while a Foreclosure Property is registered, the Lender or Responsible Party shall inspect the Foreclosure Property.

F. Waiver for City to Abatement – Trespass of Unauthorized Individuals.

1. As part of the Foreclosure Property registration, the Owner, Lender, Local Agent, Responsible Party, or other person having the legal authority to do so shall waive any objection to the City to enter onto the property for

purposes of abating any condition that would constitute an unfit or substandard building as established in RCW 35.80.010 or nuisance condition under SMC Title 10 to issue a trespass order against any unauthorized individual from the Foreclosure Property.

2. The City shall notify the Owner, Lender, Responsible Party, or Local Agent ten (10) days before the City takes abatement action in order to allow the Owner, Lender, Responsible Party, or Local Agent to abate the condition first unless such abatement constitutes an emergency, in which case, the City may abate the emergency immediately.

3. The cost of the abatement of any of the illustrative conditions contained above shall be charged against the Foreclosure Property pursuant to SMC 08.02.067 and shall be lienable pursuant to SMC 17F.070.500 and other applicable sections of the municipal code pursuant to state law.

G. Local Agent.

The Lender or Responsible Party shall provide the City with the name, address, telephone number, email address, and 24-hour contact information of a Local Agent who has the authority to act to respond to complaints regarding the Foreclosure Property and to remedy any nuisance, substandard, or unfit conditions found on the property.

H. Annual Foreclosure Property Registration Fee.

The Lender or Responsible Party shall pay the annual non-refundable Foreclosure Property registration fee as set forth in SMC 08.02.0675.

I. Policies and Procedures

The Code Enforcement and Parking Services Department shall develop procedures to implement this section that are consistent with and do not conflict with this section, the Spokane Municipal Code, or Washington law.

J. Violation

1. Any person, firm, or entity who fails to a Foreclosure Property pursuant to the requirements of this section shall be subject to a civil infraction. Each day in which a Foreclosure Property, which is subject to this section, is not registered shall constitute a separate violation.

2. Failure to maintain a Foreclosure Property as required by this section is a criminal misdemeanor violation under SMC Title 10 for maintaining a nuisance property in addition to applicable penalties for nuisance conditions

in the municipal code or state law.

3. Failure to provide notification of changes in ownership of a Foreclosure Property under this section is a civil infraction.

K. Removal of properties from the registry

1. A property may only be removed from the Foreclosure Property registry upon the Lender's, Owner's, or Responsible Party's written certification that (1) the mortgage or lien on the property has been satisfied or legally discharged, (2) the property is no longer in mortgage default, or (3) the Foreclosure Property has been sold to a non-related party in a bona-fide, arms' length transaction.

2. A Lender's statement that it no longer desires to pursue foreclosure, has filed a dismissal of lis pendens and/or summary of final judgment and/or certificate of title or otherwise, such as deed in lieu of foreclosure shall not be the basis for removal of a Foreclosure Property from the registry under this section.

3. For purposes of this section, a transfer to another entity that is under common ownership with the Lender, as determined in the sole discretion of the Code Enforcement and Parking Services Department, is not an arms' arm's-length transaction.

L. Transfer of Ownership

1. If the mortgage on a registered Foreclosure Property is transferred, the transferee shall be subject to the requirements of this section and shall, within five (5) days of the transfer of the mortgage, register the property as a new registration in accordance with this section. Any previously unpaid registration fees are the responsibility of the transferee and are due and payable upon the new registration.

2. If the mortgagee sells a Foreclosure Property in an arms'-length transaction to a non-related person or entity, the transferee is subject to the terms of this section and shall register the property as a new registration under this section within five (5) days of the sale. Any previously unpaid registration fees shall be the responsibility of the new owner.

Section 10.63.100 Penalty and Abatement Procedures

A. It is the policy of the City of Spokane to educate and seek voluntary compliance for the code violations of this chapter before issuing civil infractions or escalating penalties.

B. A property owner or occupant may request a Certificate of Correction from the Code Enforcement and Parking Services Department and may request dismissal of the infraction (SMC 01.05.140). Should that correction be accomplished after more than one offense has been issued, the Certificate of Correction will only apply to the most recent infraction.

C. Code Enforcement and Parking Services Department may develop and implement policies, procedures, and programs to abate violations in accordance with existing local and state law.

Section 10.63.110 Severability

If any section, subsection, sentence, clause, phrase or word of this chapter 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 chapter.

Section 3. That Chapter 10.66 (Junk Vehicle Abatement) of the Spokane Municipal Code is repealed.

Section 4. That Section 10.72.070 (Littering Prohibited – Penalties – Litter Cleanup Restitution Payment) of the Spokane Municipal Code is repealed.

Section 5. That Section 16A.05.220 (Junk Vehicle Abatement) of the Spokane Municipal Code is amended to read as follows:

Section 16A.05.220 Junk Vehicle

No person shall park a junk vehicle, as defined in ((~~SMC 10.66.010~~)) SMC 10.63.050, upon any public right-of-way.

Section 6. That Section 17F.070.520 (Foreclosure Registration Program) of the Spokane Municipal Code is repealed.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 05/12/2025

Committee Agenda type: Discussion

Council Meeting Date: 06/23/2025

Date Rec'd	5/7/2025		
Clerk's File #	ORD C36702		
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 ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	CIVIL INFRACTION ORDINANCE		

Agenda Wording

An ordinance to simplify the City's civil infraction system by establishing a single infraction class.

Summary (Background)

This will improve Code Enforcement and Municipal Court administration and disposition of civil infractions. This ordinance also consolidates multiple penalty schedules into a single penalty schedule and provides reference links to the pertinent regulation chapters.

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	SCOTT, ALEXANDER		
Division Director	GBYRD		
Accounting Manager	GBYRD		
Legal	GBYRD		
For the Mayor	GBYRD		

Distribution List	
	amcdaniel@spokanecity.org

ORD C36702 (SPONSOR SUBSTITUTION)(06-03-25)

ORDINANCE NO. C36702

An ordinance simplifying the civil infraction system by creating a single infraction class; amending Titles 1, 4, 8, 10, 12, 13, 15 16A, 17C, 17D and 18 of the Spokane Municipal Code; repealing Sections 01.05.150, 01.05.160, 01.05.170, 01.05.180, 01.05.190, 01.05.200, 01.05.210; and adopting a new Section 01.05.151 of the Spokane Municipal Code.

WHEREAS, the Spokane City Council, as the legislative body for the City of Spokane, establishes crimes and penalties of general applicability, which provisions are located throughout the Spokane Municipal Code; and

WHEREAS, the current penalty provisions for crimes and infractions difficult to locate within the Spokane Municipal Code; and

WHEREAS, the City Council finds it is appropriate to consolidate and simplify the provisions relating to penalties for infractions;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 01.02.950 of the Spokane Municipal Code is amended to read as follows:

Section 01.02.950 General Penalty

A. Under the constitution and laws of Washington, the charter, and general ordinances, the City has and hereby asserts the right to enforce the provisions of this code by all appropriate means, including actions and suits in the superior court and municipal court, and administrative proceedings for revocation of license or permit, for collection of penalty or recovery of costs of enforcement, for summary abatement of nuisance, and otherwise.

B. Each of the following persons is liable for any penalty provided herein:

1. A person doing an act which this code provides a person may not do.

2. A person omitting to do an act which this code provides a person is required to do.

3. A person committing an act or omission which this code provides to be unlawful; or

4. A person otherwise violating this code.

((~~The principles of liability set forth in SMC 10.01.050, SMC 10.01.070, and SMC 10.01.080 for persons legally responsible for the conduct of another, for owners of property in the custody of others and for principals and agents apply equally in cases of civil and criminal liability.~~))

C. The maximum civil penalty and default amount, not including statutory assessments, for a violation of this code, unless otherwise provided by state law ((~~, are~~

~~1. Class 1 civil infraction: Two hundred sixty- one dollars.~~

~~2. Class 2 civil infraction: One hundred thirty-one dollars.~~

~~3. Class 3 civil infraction: Fifty-six dollars.~~

~~4. Class 4 civil infraction: Thirty-one dollars.~~)) is $250.

D. Whenever a monetary penalty is imposed by a court under chapter 1.05 SMC, it is immediately payable. If the person is unable to pay at that time, the court may grant an extension of the period in which the penalty may be paid. If the penalty is not paid on or before the time established for payment, the court may proceed to collect the penalty in the same manner as other civil judgments and may notify the prosecuting authority of the failure to pay.

E. The court may also order a person found to have committed a civil infraction to make restitution.

F. The maximum criminal penalty for a violation of this code is a fine not to exceed five thousand dollars, imprisonment of not more than three hundred sixty-four days, or both fine and imprisonment.

G. The penalties for violations of Title 16A SMC, both infractions and criminal offenses, are as fixed by statute, court rule, or chapter 8.02 SMC.

H. The penalties for violations of the City penal code, Title 10 SMC, ((~~Division I, chapter 10.01 SMC through chapter 10.20 SMC~~)) Division III and IV, are as set forth in each section, or as provided ((~~in the statutory counterpart, or as otherwise provided~~)) in state law.

I. Unless otherwise provided, a violation of this code, except for a failure to pay a bill or other charge, is a misdemeanor.

Section 2. That Section 01.05.010 of the Spokane Municipal Code is amended to read as follows:

Section 01.05.010 Preamble

A. The State of Washington came to recognize by 1987 that traditional criminal prosecution is inappropriate and ineffective in dealing with various offenses and has authorized and, in some cases, directed cities and towns to impose civil fines to dispose of minor offenses.

B. The penal code, Division ((I)) III and IV of Title 10 SMC, and the motor vehicle code, Title 16A SMC, have counterparts in state law and must be treated as criminal offenses or civil infractions according to state law. Most of the remainder of the Spokane Municipal Code can be enforced by criminal, civil, or administrative proceedings, or a combination thereof, as the city council sees fit.

C. Either as a matter of constitutional due process of law or as a matter of policy, some opportunity to be heard ought to precede or accompany the imposition of a penalty by public officers. Chapter ((4.04)) 08.01 SMC contains procedures for the licensure, ((and the)) suspension, or revocation of licenses ((,)) of regulated activities. Title 8 SMC contains procedures for the imposition of fees, charges, and taxes for the determination and settlement of disputes and for the collection of penalties. Chapter 17G.010 SMC and ((chapter)) Chapter 17G.060 SMC contain administrative procedures involved in applying the code relating to the construction, development, and use of land. Title 12 SMC contains procedures for controlling private use of public property, regulating the obstruction, and providing for the maintenance of streets and other rights-of-way. Title 13 SMC provides administrative procedures for control of the public utilities so as to protect public health and preserve the fiscal integrity of the utility systems. It is not the purpose of this chapter to replace or supplant existing administrative procedures. Rather, this chapter provides an alternative process for the determination of municipal ordinance violations and provides, in lieu of prosecution for a misdemeanor, a method to enforce the determinations made through the existing administrative procedures.

D. The City of Spokane finds that many of the violations which have led to prosecutions involve some use of property which jeopardizes public health or safety, restricts the free flow of commerce, diminishes the value of other property, or is otherwise a public nuisance. In such cases, the object of the code enforcement activities is to bring the violation into compliance. Insofar as criminal prosecution is not always effective to achieve correction of the unlawful condition, this chapter is enacted to provide a simpler, speedier, and less expensive way to enforce the ordinances of the City of Spokane.

Section 3. That Section 01.05.150 of the Spokane Municipal Code is repealed.

Section 4. That there is adopted a new Section 01.05.151 of the Spokane Municipal Code to read as follows:

Section 01.05.151 Civil Infraction Penalty Schedule

A. It is the policy of the City of Spokane to educate and seek voluntary compliance for the code violations referenced in this chapter before issuing civil infractions or escalating penalties.

B. Unless designated otherwise by local or state law, violations of the following Spokane Municipal Code chapters and sections are civil infractions subject to the monetary penalties and restitution prescribed by state law. Each and every such violation shall be a separate and distinct offense. In case of a continuing violation, every day's continuance shall be a separate and distinct violation.

Reference	Spokane Municipal Code Chapter
SMC Title 1	**General Provisions**
SMC 01.07	Spokane Fair Elections Code
SMC Title 4	**Administrative Agencies and Procedures**
SMC 04.02	Special Administrative Procedures – Billing and Collection of Claims
SMC Title 8	**Taxation and Revenue**
SMC 08.01	Business Registrations
SMC 08.02	Fees and Charges
SMC 08.03	Admissions Tax
SMC 08.10	Utilities, Franchise Taxes
SMC Title 9	**Employment Standards**
SMC 09.02	Fair Chance Hiring
SMC Title 10	**Regulation of Activities**
SMC 10.23A	Amusement Facilities
SMC 10.25	Commercial Tree Work
SMC 10.26	Building Moving and Relocation
SMC 10.27A	Cable Communications Code
SMC 10.28	Sidewalk Cafes
SMC 10.29	Contractors and Workers
SMC 10.33A	Fireworks Code
SMC 10.34A	For-Hire Transportation
SMC 10.36	Gas Transmission and Distribution
SMC 10.39	Special Events
SMC 10.40	Itinerant Vendors
SMC 10.41A	Special Police Officers
SMC 10.43	Telephone and Telegraph Construction
SMC 10.45	Used Goods
SMC 10.48	False Alarms
SMC 10.51	Mobile Food Vendors
SMC 10.515	Fair Meal Delivery Requirements
SMC 10.52	Short Term Rentals

SMC 10.56	Reality-Based Police Shows
SMC 10.60.070	Interference with Health Care Facilities or Providers
SMC 10.60.080	Graffiti Offenses
SMC 10.63	Property Maintenance and Use Standards
SMC 10.68	Chronic Nuisance Properties
SMC 10.70	Noise Control
SMC 10.74	Offenses Involving Animals
SMC 10.81	Community Health Impact Areas
SMC Title 12	**Public Ways and Property**
SMC 12.01	Improvement, Maintenance of Public Ways
SMC 12.02	Obstruction, Encroachment of Public Ways
SMC 12.06A	Park Code
SMC Title 13	**Public Utilities and Services**
SMC 13.02	Solid Waste
SMC 13.03	Sewers
SMC 13.03A	Pretreatment
SMC 13.04	Water
SMC 13.05	Interference with Utilities
SMC Title 15	**Environmental Stewardship**
SMC 15.01	Commute Trip Reduction
SMC 15.04	Smoking in Public Places
SMC 15.06	Preservation of Salvageable Materials
SMC Title 16A	**Transportation**
SMC 16A.05	Stopping, Standing, Parking, and Loading Regulations
SMC 16A.60	Rules of the River
SMC 16A.63	Golf Cart and Alternative Vehicle Zones
SMC 16A.65	Use of City-Authorized Utility Vehicles on Public Property
SMC Title 17C	**Land Use Standards**
SMC 17C.111	Residential Zones
SMC 17C.120	Commercial Zones
SMC 17C.122	Center and Corridor Zones
SMC 17C.124	Downtown Zones
SMC 17C.130	Industrial Zones
SMC 17C.160	North River Overlay District
SMC 17C.170	Special Height Overlay Districts
SMC 17C.180	Airfield Overlay Zones
SMC 17C.200	Landscaping and Screening
SMC 17C.210	Nonconforming Situations
SMC 17C.220	Off-site Impacts
SMC 17C.230	Parking and Loading
SMC 17C.240	Signs
SMC 17C.300	Accessory Dwelling Units
SMC 17C.305	Adult Business
SMC 17C.310	Animal Keeping
SMC 17C.315	Bed and Breakfast

SMC 17C.316	Short Term Rentals
SMC 17C.319	Commercial Vehicle Use and Recreational Camping
SMC 17C.320	Conditional Uses
SMC 17C.325	Drive-through Facilities
SMC 17C.330	Group Living
SMC 17C.335	Historic Structures – Change of Use
SMC 17C.340	Home Occupations
SMC 17C.345	Manufactured Homes and Mobile Home Parks
SMC 17C.350	Mini-storage Facilities
SMC 17C.355A	Wireless Communication Facilities
SMC 17C.360	Special Use Temporary Permit
SMC 17C.390	Mobile Food Vending
SMC Title 17D	**City-wide Standards**
SMC 17D.060	Stormwater Facilities
SMC 17D.100	Historic Preservation
SMC Title 17E	**Environmental Standards**
SMC 17E.010	Critical Aquifer Recharge Areas – Aquifer Protection
SMC 17E.020	Fish and Wildlife Conservation Areas
SMC 17E.040	Spokane Geologically Hazardous Areas
SMC 17E.060	Shoreline Regulations
SMC 17E.070	Wetlands Protection
SMC Title 17F	**Construction Standards**
SMC 17F.030	Boiler and Pressure Vessel Code
SMC 17F.040	Building Code
SMC 17F.050	Electrical Code
SMC 17F.060	Elevator Code
SMC 17F.070	Existing Building and Conservation Code
SMC 17F.080	Fire Code
IFC	International Fire Code
SMC 17F.090	Mechanical Code
SMC 17F.100	Plumbing Code
SMC 17F.110	International Wildland-Urban Interface Code
SMC Title 17G	**Administration and Procedures**
SMC 17G.010	Building and Construction Permits
SMC 17G.050	Hearing Examiner
SMC Title 18	**Human Rights**
SMC 18.01	Law Against Discrimination
SMC 18.02	Nondiscrimination in Employment Practices
SMC 18.03	Nondiscrimination in Housing Practices
SMC 18.06	Protections for Persons with Disabilities
SMC 18.09	Nuclear Weapons Free Zone

C. If a violator is found to be a repeat offender, the violator will be subject to a penalty of $2,500 per violation in addition to the value of the underlying violation if the violation

occurred on property whose permitted or primary use is residential as defined in SMC 17C.190.

D. If a violator is found to be a repeat offender, the violator will be subject to a penalty of $5,000 per violation in addition to the value of the underlying violation if the violation occurred on property whose permitted or primary use is commercial, industrial, institutional, or other use as defined in SMC 17C.190.

E. A repeat offender is defined as an owner and/or occupant of a private property who has one or more committed finding(s) for violation of the regulations set forth or referenced in this chapter, at the same site or on a different tax parcel under the same ownership or occupancy, two times within 12 months from the date of the current violation.

Section 5. That Section 01.05.160 of the Spokane Municipal Code is repealed.

Section 6. That Section 01.05.170 of the Spokane Municipal Code is repealed.

Section 7. That Section 01.05.180 of the Spokane Municipal Code is repealed.

Section 8. That Section 01.05.190 of the Spokane Municipal Code is repealed.

Section 9. That Section 01.05.200 of the Spokane Municipal Code is repealed.

Section 10. That Section 01.05.210 of the Spokane Municipal Code is repealed.

Section 11. That Section 01.07.110 of the Spokane Municipal Code is amended to read as follows:

Section 01.07.110 Enforcement

A. Unless otherwise specified herein, violation of the requirements of this chapter is a ((~~class 1~~)) civil infraction.

   1. Each day in which a person remains in violation of SMC 01.07.030, 01.070.040, 01.07.060, 01.07.080, or 01.07.090 constitutes a separate ((~~class 1~~)) civil infraction.

   2. Each communication made in violation of SMC 01.07.070 constitutes a separate ((~~class 1~~)) civil infraction. For purposes of this section, "communication" means the sending of a single piece of direct mail or the actual airing of a single radio, television, or digital video advertisement.

B. If the Agency determines, pursuant to ((~~SMC 01.07.100(C)~~)), that a violation of this chapter has occurred or is occurring, the Agency shall refer the matter to the City Attorney's or City Prosecutor's office for the filing of a civil infraction(s) pursuant to chapter 01.05, SMC. In any action brought to enforce this chapter, the court may

order the return of any contributions received in violation of this chapter, and the city may recover all costs of investigation, in addition to any other remedies allowed by law.

C. When referring an enforcement action to the City Attorneys' office or City Prosecutor's office, the Agency shall also notify the person subject to the ((~~NOV~~)) Notice of Violation that they are ineligible to receive contributions until such person comes into compliance with this chapter or until the matter is determined by the Municipal Court, whichever occurs first.

Section 12. That Section 04.02.160 of the Spokane Municipal Code is amended to read as follows:

Section 04.02.160 Obligations of Landlords and Sellers

A. Property owners derive substantial benefit and value to their property from service from the three municipal utilities being furnished or available to their premises at the lowest cost, even where an owner is not the direct customer. As a condition of continued enjoyment of such benefits, property owners must accept joint and several responsibility for full payment of municipal utility charges to their premises during their time of ownership as well as any additional periods allowed by municipal utility lien rights or as otherwise provided by contract or at law.

B. A person selling or letting any premises subject to delinquency for municipal utility services shall provide the purchaser or renter, at or before the sale or rental, with a copy of the most recent City utilities bill. A person failing to make such disclosure commits a ((~~class 3~~)) civil infraction.

C. Property owners and landlords are required to make provision for the payment of charges regularly listed upon the City utilities bill before transferring ownership or occupancy. Failure to make provisions for payment for utility services at a premises tends to create unhealthful and unsanitary conditions and is a public nuisance. A property owner or landlord failing to make provision for payment of a utility bill prior to transferring ownership or occupancy commits a ((~~class 1~~)) civil infraction. A thirty-day warning notice, including notice of a right to a hearing on any disputed amounts, shall be given prior to further enforcement action where a prior utility bill has not been regularly furnished to a property owner or landlord.

D. The City utility billings office may seek recovery of all combined utility bill charges in any court of competent jurisdiction against a customer or other responsible party for unpaid charges, including any special charges imposed under SMC 4.02.120, plus any other recoverable costs or fees. As used herein, "other responsible person" includes the landlord or property owner. Said term additionally may include any tenant or occupant, where such person received the benefit of municipal utility services or otherwise regularly paid or made arrangements to pay municipal utility

bills during the period of tenancy or occupancy. (See SMC 13.01.0312)

E. The director does not terminate water service to a new tenant not otherwise responsible for the bill, so long as the account remains current for payment of services thereafter.

Section 13. That Section 08.02.0226 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.0226 Registered Servicers/Designers/Central Reporting Agencies

A. The annual fee for registered servicers, including central reporting agencies, is seventy-five dollars.

B. The fee for registered fire alarm designers is seventy-five dollars. Registration shall be effective for five years from the first of January of the year in which the designer is registered.

C. Inspection and service work performed by a non-registered servicer is not valid, and the service technician or service company is subject to a ((~~Class 1 Civil Infraction~~)) civil infraction.

Section 14. That Section 08.02.034 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.034 Fire Code

A. Storage Tanks.

The fees in connection with aboveground or underground storage tanks for critical materials as defined in SMC 17A.020.030, including flammable or combustible liquids, are:

1. Installation (including installation of pumps and dispensers) of underground storage tank, per tank: seven hundred ((~~twenty eight~~)) twenty-eight dollars ($728).

2. Installation of ((~~above ground~~)) above-ground storage tank, per tank:

    a. More than sixty but less than five hundred gallons: two hundred seventy-six dollars ($276).

    b. Five hundred gallons or more: four hundred fifty dollars ($450).

3. Aboveground or underground storage tank removal or abandonment, per tank: two hundred ten dollars ($210).

4. Placement of tank temporarily out of service: two hundred ten dollars ($210).

5. Alteration or repair of a tank: two hundred seventy-six dollars ($276).

B. Installation of Fire Protection/Detection Equipment.

1. The fees for installing, altering, or repairing fire protection and/or fire detection equipment are based on the value of the work, according to the following schedule:

BID AMOUNT	**PERMIT FEE**	**PLAN CHECK FEE**
(Valuation)		
$1 through $500	$105	$68.25
$501 through $2,000	$210	$136.50
$2,001 through 5,000	$420	$273
$5,001 through $10,000	$840	$546
$10,001 through $15,000	$1,260	$819
$15,001 through $20,000	$1,470	$955.50
$20,001 through $25,000	$1,680	$1,092
$25,001 through $30,000	$1,890	$1,228.50
$30,001 through $40,000	$1,995	$1,296.75
$40,001 through $50,000	$2,100	$1,365
$50,001 through $60,000	$2,520	$1,638
$60,001 through $80,000	$2,940	$1,911
$80,001 through $100,000	$3,150	$2047.50
$100,001 through $150,000	$3,465	$2,252.25
$150,001 through $200,000	$3,780	$2,457
$200,001 through $250,000	$4,200	$2,730
$250,001 through $300,000	$5,000	$3,250
$300,001 through $350,000	$5,800	$3,770
$350,001 through $400,000	$6,600	$4,290
$400,001 through $450,000	$7,425	$4,826.25
$450,001 through $500,000	$8,230	$5,349.50
For valuations of $500,001 and over, fees are calculated as follows: Permit Fee: Valuation multiplied by 0.0165 Plan Check Fee: 65% of permit fee.		

2. Fees apply to initial submittal and one subsequent resubmittal if the initial submittal is not accepted. If the resubmittal is not accepted, the applicant will need to begin a new submittal.

3. Penalty.

Whenever any work for which a fire equipment permit is required is started without first obtaining a permit, the permit fees specified above are doubled and a ((~~Class 1~~)) civil infraction may be issued.

4. Fee Refunds.

The fire official may authorize the refund of any fee erroneously paid or collected. The fire official may authorize the refunding of not more than eighty percent (80%) of the paid permit fee when no work has been done under an issued permit.

5. Valuation.

The valuation of the work done must be submitted at the time of application for a permit. The valuation is the value of the work to be done and includes all labor, material, equipment, and the like supplied and installed by the permittee to complete the work. The permittee may be asked to verify the valuation placed on the work. When the cost of any proposed work is unknown, an estimate of the cost shall be made and used to compute the permit fee. Upon completion of the work, a fee adjustment is made in favor of the City or permittee, if requested by either party.

6. Inspections.

The number of inspections for each permit is determined by the valuation, with the minimum number of inspections for a permit being two.

7. Revisions.

Fees include one revision to an approved submittal. Additional revisions will be charged at an hourly rate of one hundred five dollars ($105).

8. Phasing

Submittals for projects that are done in phases for the construction shall follow the phasing approved as part of the building permit. Where a building permit has not been issued, the phasing shall be approved by the Fire Code Official.

C. Fire Protection System Verification.

The fee for verification that a fire protection system has been appropriately serviced by a

((~~fire department registered~~)) Fire Department-registered fire equipment servicer, for each inspection, is:

1. Thirty-eight dollars ($38) for:
    a. sprinkler systems,
    b. standpipe systems,
    c. alarm systems,
    d. rangehood systems,
    e. inert gas extinguishing systems,
    f. spray booths, and
2. Nineteen dollars ($19) for private fire hydrants.

D. Safety/Building & Multi-Family Inspections.

The fee for conducting safety inspections is one hundred five dollars ($105) per hour, with a minimum one-hour charge, including annual life safety reviews for short-term rentals. Building and multi-family inspections will be charged according to building area per the table below:

	Building Area (sq. ft.)	**Fee**
A		
	0 – 1,500	**$44**
B	**1,501 – 3,000**	
C	**3,001 – 5,000**	
D	**5,001 – 7,500**	
E	**7,501 – 10,000**	
F	**10,001 – 12,500**	

G	**12,501 – 15,000**	**$202**
H	**15,001 – 17,500**	
I	**17,501 – 20,000**	
J	**20,001 – 30,000**	
K	**30,001 – 40,000**	**$355**
L	**40,001 – 50,000**	
M	**50,001 – 60,000**	
N	**60,001 – 70,000**	
O	**70,001 – 100,000**	
P	**100,001 – 150,000**	**$512**
Q	**150,001 – 200,000**	
R	**Over 200,000**	

E. Reinspections.

The fee for conducting reinspections is one hundred five dollars ($105) per incident. This applies to inspection requests beyond the allowable inspections associated with an original permit. The reinspection fee will apply when an inspection is scheduled with the ((~~fire department~~)) Spokane Fire Department and the following occurs:

1. The project or occupancy is not ready for the inspection.

2. Corrections that were previously identified remain uncorrected.

3. The site is not accessible, and a return visit is required.

F. Inspection fees as set forth in this section are appropriated for an estimated time spent equal to or less than one hour per inspection. Permitees are subject to

additional inspection fees, which shall apply in a minimum of one-hour increments for each permit fee category, for additional time spent on inspection services to include code research and return site visits.

G. Solar Photovoltaics

Solar photovoltaic permits shall be assessed at 20% of the valuation set forth in SMC 08.02.034.B above.

Section 12. That Section 09.02.070 of the Spokane Municipal Code is amended to read as follows:

Section 09.02.070 Penalty

Violation of this chapter is a ((~~class 1~~)) civil infraction.

Section 15. That Section 10.28.025 of the Spokane Municipal Code is amended to read as follows:

Section 10.28.025 Violation

A. If a person engages in activities defined in SMC 10.28.010 and SMC 8.02.0220 without a current sidewalk cafe permit issued by the ((~~city engineer~~)) City Engineer, they are subject to a penalty.

B. A violation of this chapter is a ((~~class 1~~)) civil infraction. Each day upon which a violation occurs or is knowingly continued constitutes a separate violation.

C. Sidewalk cafe permit holders must comply with all state and local laws.

Section 16. That Section 10.34A.220 of the Spokane Municipal Code is amended to read as follows:

Section 10.34A.220 Violations

A. A violation of this chapter is a ((~~Class 1~~)) civil infraction. A fourth or subsequent violation of SMC 10.34A.220(C)(12) is a misdemeanor.

B. It is a violation of this chapter for any for-hire operator to:

1. fail to keep records, trip sheets, vehicle maintenance records, dispatch records, and accident reports for each affiliated for-hire vehicle as required by this chapter;

2. fail to require any affiliated for-hire driver to provide proof of licensure as required by this chapter prior to providing for-hire transportation services in affiliation with the for-hire operator;

3. fail to maintain the operational policies required by this chapter;

4. fail to require affiliated for-hire drivers to limit work shifts to no more than twelve (12) consecutive driving hours with a break of at least six (6) hours between shifts. Where the for-hire driver is an independent contractor affiliated with a TNC, the driver shall not provide transportation network company services for more than twelve (12) consecutive hours. After twelve (12) consecutive hours, any such driver shall not provide transportation network services for a minimum of six (6) consecutive hours.

5. fail to maintain contact information provided in the application process as required by SMC 10.34A.090 and 10.34A.100; or

6. engage in any unfair or deceptive acts or practices, or any manipulative or coordinated practices designed to evade the licensing officer or law enforcement.

C. It is a violation of this chapter for any for-hire driver to:

1. commit more than three (3) traffic infractions in any twelve-month period;

2. commit reckless driving, hit and run, or driving or being in physical control of a vehicle while under the influence of alcohol or controlled substances;

3. allow a person to alight from a vehicle while it is in motion or discharge a passenger at any place other than the curb or pavement edge;

4. knowingly allow a passenger to consume alcohol or controlled substances while in the vehicle;

5. transport a passenger to a destination by a route that is not the safest and most direct, unless the passenger specifically authorizes such an alternate or indirect route;

6. pick up any additional passengers without the express consent of the original passenger;

7. violate the non-discrimination provisions of this chapter;

8. engage in any unfair or deceptive acts or practices or any manipulative or coordinated practices designed to evade the licensing officer or law enforcement;

9. fail to report any accident involving a for-hire vehicle while in service as a for-hire vehicle to the police and the licensing officer;

10. fail to provide licensing documentation on request by a police officer or the licensing officer;

11. use tobacco products inside a for-hire vehicle or to allow a passenger to use tobacco products inside a for-hire vehicle;

12. drive a for-hire vehicle without a for-hire driver license;

13. consume alcohol within six (6) hours prior to driving a for-hire vehicle, or while driving a for-hire vehicle, or to be under the influence of alcohol or any prescription medication that would impair the driver, or to use or be under the influence of any illegal substance/drugs;

14. Where the for-hire driver is an independent contractor affiliated with a TNC, the driver shall not provide transportation network company services for more than twelve (12) consecutive hours. After twelve (12) consecutive hours, any such driver shall not provide transportation network services for a minimum of six (6) consecutive hours; or

15. fail to display the for-hire driver license in a manner that is visible to the passenger.

D. In addition to the violations stated in SMC 10.34A.220(C), it is a violation of this chapter for a taxi driver to:

1. activate a taximeter when the vehicle is not engaged or fail to activate the taximeter at the beginning of each trip, unless the trip is made under contract; or

2. activate equipment indicating the vehicle is engaged when it is not, or fail to activate such equipment when the vehicle is engaged.

E. In addition to the violations stated in SMC 10.34A.220(C), it is a violation of this chapter for any TNC driver to:

1. seek or accept street hails; or

2. engage in any unfair or deceptive acts or practices or any manipulative or coordinated practices designed to evade the licensing officer or law enforcement;

Section 17. That Section 10.39.055 of the Spokane Municipal Code is amended to read as follows:

Section 10.39.055 Violation

A. If a person engages in activities defined in SMC 10.39.010 without a current special event permit issued by the ((~~issuing authority~~)) City they are subject to a penalty.

B. A violation of this chapter is a ((~~class 1~~)) civil infraction. Each day upon which a violation occurs or is knowingly continued constitutes a separate violation.

C. Special Event Permit holders must comply with all state and local laws.

Section 18. That Section 10.40.025 of the Spokane Municipal Code is amended to read as follows:

Section 10.40.025 Violation

A. If a person engages in activities defined in SMC 10.40.010 without a current itinerant vendor permit issued by the City of Spokane Taxes and Licensing Office, they are subject to a penalty.

B. A violation of this chapter is a ((~~class 1~~)) civil infraction. Each day upon which a violation occurs or is knowingly continued constitutes a separate violation.

C. Itinerant vendors must comply with all state and local laws.

Section 19. That Section 10.45.070 of the Spokane Municipal Code is amended to read as follows:

Section 10.45.070 Prohibited Acts: Penalty

A. It is a violation of this chapter to conduct four (4) or more yard sales as defined in this chapter in a calendar year or to conduct a yard sale at a single location for longer than three (3) days.

B. A ((~~first~~)) violation of this section is a ((~~class 3~~)) civil infraction. ((~~A second violation, and each subsequent violation thereafter, is a class 2 civil infraction.~~))

Section 20. That Section 10.51.130 of the Spokane Municipal Code is amended to read as follows:

Section 10.51.130 Violation

A. This chapter is subject to the administrative provisions of chapter 08.01 SMC. In the event of an appeal, the hearing officer shall be the City of Spokane ((~~hearing examiner~~)) Hearing Examiner.

B. Mobile food vendors must comply with all state and local laws.

C. A violation of this chapter is a ((~~class 1~~)) civil infraction. Each day upon which a violation occurs or is permitted to continue constitutes a separate violation.

Section 21. That Section 10.515.060 of the Spokane Municipal Code is amended to read as follows:

Section 10.515.060 Violation and penalty

A. It is a violation of this chapter to fail to comply with any provision of this chapter.

B. This chapter is subject to the administrative provisions of chapter 08.01 SMC. In the event of an appeal, the hearing officer shall be the City of Spokane ((~~hearing examiner~~)) Hearing Examiner.

C. Violation of this chapter by any business is a ((~~Class 1 Civil Infraction~~)) civil infraction and subject to the penalties set forth in chapter 1.05 SMC.

D. Each day of a continuing violation is a separate offense.

Section 22. That Section 10.52.030 of the Spokane Municipal Code is amended to read as follows:

Section 10.52.030 Violation

A. This chapter is subject to the administrative provisions of chapter 08.01. In the event of an appeal, the hearing officer shall be the City of Spokane ((~~hearing examiner~~)) Hearing Examiner.

B. Short-term rental owners and operators must comply with all state and local laws.

C. A violation of this chapter is a ((~~class 2~~)) civil infraction. Each day upon which a violation occurs or is permitted to continue constitutes a separate violation.

Section 23. That Section 10.56.070 of the Spokane Municipal Code is amended to read as follows:

Section 10.56.070 Penalties

A. Any violation of this chapter is a ((~~class 1~~)) civil infraction.

B. Each broadcast or download of footage that includes persons who have not executed a valid consent is a separate violation subject to a separate penalty.

C. Nothing in this law pre-empts or otherwise waives any additional claims for damage for invasion of privacy or other violations of civil or statutory law.

Section 24. That Section 10.60.070 of the Spokane Municipal Code is amended to read as follows:

Section 10.60.070 Interference with Health Care Facilities or Providers

A. Definitions.

Unless the context clearly requires otherwise, the definitions in this section apply throughout this section.

1. “Aggrieved” means:

    a. A person, physically present at the health care facility when the prohibited actions occur, whose access is or is about to be obstructed or impeded;

    b. A person, physically present at the health care facility when the prohibited actions occur, whose care is or is about to be disrupted;

    c. The health care facility, its employees, or agents;

    d. The owner of the health care facility or the building or property upon which the health care facility is located.

2. “Building” means any structure having a roof or a partial roof supported by columns or walls that is used or intended to be used for shelter or enclosure of persons or objects, regardless of the materials of which it is constructed.

3. “Health care facility” means a facility that provides health care services directly to patients, including but not limited to, a hospital, clinic, health care provider's office, health maintenance organization, diagnostic or treatment center, neuropsychiatric or mental health facility, hospice, or nursing home.

4. “Health care provider” has the same meaning as defined in RCW 7.70.020 (1) and (2), and also means an officer, director, employee, or agent of a health care facility who sues or testifies regarding matters within the scope of his or her employment.

5. “Health service” means any medical, surgical, laboratory, testing or counseling service relating to the human body.

6. “Physical obstruction” means rendering impassable ingress to or egress from a building or rendering passage to or from a building unreasonably difficult or hazardous.

B. Prohibition.

It is unlawful for a person except as otherwise protected by state or federal law, alone or in concert with others, to willfully or recklessly interfere with access to or from a health care facility or willfully or recklessly disrupt the normal functioning of such facility, or to interfere with, or attempt to interfere with, any other person’s exercise of rights secured by the United States Constitution or laws or of rights secured by the Constitution or laws of the state of Washington including, without limitation, RCW 9.02.100, by:

1. Physically obstructing or impeding the free passage of a person seeking to enter or depart from the facility or from the common areas of the real property upon which the facility is located;

2. After having been ordered by a law enforcement officer to cease, making noise that can be heard within a building housing a health care facility and which is intended to cause, or actually causes either:
    a. Jeopardy to the health of persons receiving health services within the building; or

    b. interference with the safe and effective delivery of health services within the building.

3. Trespassing on the facility or the common areas of the real property upon which the facility is located.

4. Telephoning the facility repeatedly, or knowingly permitting any telephone under his or her control to be used for such purpose; or

5. Threatening to inflict injury on the owners, agents, patients, employees, or property of the facility or knowingly permitting any telephone under his or her control to be used for such purpose.

C. A first violation of SMC 10.60.070 (C) is a ((~~class 1~~)) civil infraction. A second violation of SMC 10.60.070 (C) within one calendar year of the first violation is a

gross misdemeanor punishable as follows.

1. For a first conviction, a fine of not less than five hundred ($500) dollars and a jail term of not less than twenty-four (24) consecutive hours;

2. For a second conviction, a fine of not less than seven hundred ($700) dollars and a jail term of not less than seven (7) consecutive days; and

3. For a third or subsequent conviction, a fine of not less than one thousand dollars ($1,000) and a jail term of not less than thirty (30) consecutive days.

D. Nothing in this section shall prohibit either lawful picketing or other publicity for the purpose of providing the public with information.

E. Protection of Health Care Patients and Providers.

A court having jurisdiction over a criminal proceeding under this section shall take all steps reasonably necessary to safeguard the individual privacy and prevent harassment of a health care patient or health care provider who is a party or witness in a proceeding, including granting protective orders and orders in limine.

F. Private right of action. Each person or class of persons aggrieved by a violation of this section by any other person may bring an action against the person(s) violating this section in the Spokane County Superior Court. Upon prevailing, such aggrieved person may be awarded reasonable attorneys' fees and costs, and such other legal and equitable relief as appropriate to remedy the violation including, without limitation, the payment of compensatory damages and injunctive relief.

G. The provisions of this section are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, section, or portion of this section, or the invalidity of the application thereof to any person or circumstance does not affect the validity of the remainder of this section, or the validity of its application to other persons or circumstances.

Section 25. That Section 10.60.080 of the Spokane Municipal Code is amended to read as follows:

Section 10.60.080 Graffiti Offenses

A. Definitions

1. "Abate" means to repair, replace, remove, destroy, or otherwise remedy a condition which constitutes a violation of this chapter by such means and in such a manner and to such an extent as the applicable City department director

or designee determines is necessary in the interest of the general health, safety, and welfare of the community.

2. “Graffiti” shall mean the unauthorized writing, painting, drawing, inscription, figure, or mark of any type that has been placed upon any property through the use of paint, ink, chalk, dye, markers, objects, adhesive material, or any other substance capable of marking property.

3. “Graffiti tools” shall mean any tool, instrument, article, substance, solution, or other compound designed or commonly used to etch, paint, cover, draw upon, gouge, or otherwise place a mark upon a piece of property, including paint contained in pressurized containers (spray paint), broad-tipped markers, etching compound, or other spray devices or mechanisms used to propel liquid which contains ink, paint, dye, or other similar substances which can be expelled under pressure, either through the use of aerosol devices, pumps, or similar propulsion devices, and is capable of marking property.

4. “Nuisance activity” is defined in SMC 10.68.020(H).

5. “Owner” shall mean any entity or entities having a legal or equitable interest in real or personal property, including but not limited to ((,)) the interest of a tenant or lessee.

6. “Property” shall mean any real or personal property which is affixed, incidental, or appurtenant to real property, including but not limited to ((,)) any structure, fence, wall, sign, or any separate part thereof, whether permanent or not.

B. Graffiti Vandalism.

A person is guilty of the offense of graffiti vandalism if the person intentionally defaces public or private property, including any property of the City, by etching, painting, spray painting, covering, gouging, drawing upon, or otherwise placing ((~~of~~)) a mark upon public or private property without authorization of the owner. It is not an offense under this section for a person to engage in expressive conduct on the public right of way using non-permanent, non-toxic means, such as chalk or water-soluble paints, in a manner which does not obstruct or interfere with the public right of way.

C. Graffiti Tools

A person is guilty of possession of graffiti tools when the person possesses any tool(s), as defined in subsection A of this section, other than non-permanent means, such as water-soluble paint or chalk, under circumstances evincing an intent to use the same in order to deface property in violation of this chapter.

D. Penalty

Any person violating subsections B or C of this section shall be guilty of a gross misdemeanor.

E. Removal of Graffiti

1. No person owning or in control of any property may allow the property to be used as a location for graffiti or fail or refuse to remove, cover, or grant permission to City personnel, or City's designee, to remove or cover the graffiti from the property when so directed by a duly authorized City employee or its designee.

2. Failure to remove the graffiti within ten days (absent exigent circumstances, i.e., inclement weather, insurance delays, disability, etc.) after receipt of notification is a ((~~class~~ 4)) civil infraction. Each day of a continuing violation is a separate offense.

3. Notification by deposit in first class mail to the owner shall include the following:

   a. The street address and legal description of the property sufficient for identification of the property, or where there is no postal address a legal description or parcel number.

   b. A statement that the property suffers from nuisance activity resulting from graffiti, with a concise description of the conditions leading to the finding.

   c. A statement that the graffiti must be removed within ten days after the receipt of the notice and that if the graffiti is not abated within that time the person owning or responsible for the property shall be subject to a ((~~class~~ 4)) civil infraction.

   d. Notification shall include any graffiti removal assistance programs that may be available.

4. The City may charge the property owner or the person in possession of the property the cost to the City for the removal or covering of the graffiti when the removal or covering is performed by City personnel or City's designee.

5. Any owner or other in possession who fails to comply with City personnel's or City designee's direction under this section violates chapter 10.68 SMC.

6. The parents or legal guardians of any minor child arrested or found committing an act constituting graffiti vandalism may be jointly and severally liable for any damage caused by the minor to real or personal property, whether publicly or privately owned. This may include reimbursement for the removal of graffiti by either the City or the property owner.

7. Nothing in this section shall affect the right of any person to maintain a civil action arising out of graffiti damage to property.

8. Revenue generated to the City pursuant to the civil infractions in subsection B shall be used to fund the Spokane Police Department's graffiti abatement program.

Section 26. That Section 10.68.050 of the Spokane Municipal Code is amended to read as follows:

Section 10.68.050 Penalties

A. Failure to Respond

It is a ((~~class 1~~)) civil infraction for any person in charge to fail to respond to the ((~~chief of police~~)) Chief of Police or ((~~his~~)) their designee within ten (10) days of service of the chronic nuisance notice.

B. Failure to Enter Agreement or Produce an Approved Plan to Abate

It is a ((~~class 1~~)) civil infraction for any person in charge to fail to enter into an abatement agreement or otherwise produce an approved plan to abate the nuisance within fifteen (15) days of the issuance of the chronic nuisance notice.

C. Failure to Abate Nuisance

After the issuance of the chronic nuisance notice, and after the time to enter into an abatement agreement or otherwise produce an approved plan has passed, every subsequent nuisance activity is a ((~~class 1~~)) civil infraction.

D. The penalties and remedies of this chapter are not exclusive and do not affect any other enforcement actions taken by the City under this chapter, or any other section of the municipal code or law or enforcement actions taken by a different jurisdiction.

Section 27. That Section 10.70.140 of the Spokane Municipal Code is amended to read as follows:

Section 10.70.140 Violation – Penalty

A. A first violation of this chapter ((~~class 1~~)) civil infraction. A third violation within a one-year period shall be a misdemeanor.

B. No person shall be cited under this chapter unless the person engaged in the prohibited conduct has been notified by a law or code enforcement officer that the conduct violates this chapter, has been given an opportunity to comply, and has

refused to comply. If the individual fails to comply, a law or code enforcement officer may then take enforcement action under this section.

Section 28. That Section 10.74.070 of the Spokane Municipal Code is amended to read as follows:

Section 10.74.070 Offenses Relating to Safety and Sanitation

A. It is unlawful for an owner to fail to:

1. remove the fecal matter deposited by his animal on developed public property or developed private property of another before the owner leaves the immediate area where the fecal matter was deposited;

2. have in his possession the equipment necessary to remove his animal's fecal matter when accompanied by said animal on developed public property or developed public easement.

B. Owner of duly licensed guide dogs shall be exempted from this section.

C. For the purposes of this section, the term "developed property" shall mean property areas that have been landscaped, paved, made into sidewalks, made into lawns, swales, play or sports areas and property similarly developed.

D. For purposes of this section, the term "owner" shall be the actual owner of the animal or any other person by whom the animal was brought to the property.

E. A violation of this section is a ((~~class 4~~)) civil infraction.

Section 29. That Section 10.81.050 of the Spokane Municipal Code is amended to read as follows:

Section 10.81.050 Violation and Penalties

Any person violating this chapter shall be guilty of a ((~~Class 1 Civil Infraction~~)) civil infraction. It shall not be a defense to an alleged violation that overdose risk reduction supplies were unavailable to the person distributing, selling or permitting the distribution or sale of smoking supplies.

Section 30. That Section 12.02.0210 of the Spokane Municipal Code is amended to read as follows:

Section 12.02.0210 Lawful Powers Reserved – Costs of Abatement

A. The City expressly reserves and invokes all lawful powers, rights and remedies, whether in contract or law, to protect and preserve the public health and safety by abatement of any nuisance or unhealthful or dangerous conditions affecting the public right-of-way.

B. The City may cause the removal or destruction of vegetation and debris by notice of violation and, as appropriate in each case:

1. issuance of a ((~~class 1~~)) civil infraction for the violation; and/ or

2. direct action by City forces or contract, the cost of which will be billed to the owner of the property or as a utility service to the property. Fees for vegetation abatement are contained in SMC 8.02.068.

Section 31. That Section 12.02.0737 of the Spokane Municipal Code is amended to read as follows:

Section 12.02.0737 Obstruction of the Public Right of Way

A. Owners and occupants of property within the ((~~City~~)) city shall not obstruct the public right of way, hinder the normal flow of pedestrian or street traffic, or render the public right of way unsafe. The creation of an obstruction is considered a nuisance pursuant to SMC 12.02.0208.

B. The City may cause the removal or destruction of such obstruction of the public way by notice of violation and, as appropriate in each case:

1. issuance of a ((~~class 1~~)) civil infraction for the violation; or

2. direct action by City forces or contract, the cost of which will be billed to the owner of the property or as a utility service to the property. Fees for abatement are contained in SMC 8.02.068.

Section 32. That Section 12.02.970 of the Spokane Municipal Code is amended to read as follows:

Section 12.02.970 Tree Protection, Conservation and Preservation

A. All street and public trees near any excavation, demolition, or construction of any building, structure, street, or utility work must be sufficiently guarded and protected by those responsible for such work as to minimize potential injury to said trees and to maximize their chance for survival. When street and public trees are near the project, any construction permits issued by the City must be approved by the

director, who may require protective measures as specified in the Arboricultural Manual.

B. No person may destroy, injure, or deface any street tree or public tree on public property by any means, including, but not limited to, the following methods:

1. Impede the free passage of water, air, or fertilizer to the roots of any tree, shrub, or other plant by depositing vehicles, concrete, asphalt, plastic sheeting, or other material detrimental to trees or shrubs on the tree lawn or on the ground near any tree;

2. Pour any toxic material on any tree or on the ground near any tree;

3. Cause or encourage any fire or burning near or around any tree;

4. Severely reduce the tree crown. Removal or replacement is preferred to severe crown reduction;

5. Carve or attach any sign, poster, notice, or other object on any tree or fasten any rope, wire, cable, nails, screws, staples, or other device to any tree except as used to support a young or broken tree; however, nothing in this section shall be construed in such a manner that it forbids lighting of a decorative or seasonal nature, provided that such lighting is not attached in such a way as to cause permanent damage to the tree; or

6. Plant trees reaching an expected mature height of twenty-five feet (25') or more under overhead power lines.

C. No person may prevent, delay, or interfere with the director, or the director's designee, or any City employee in the execution or enforcement of the provisions of this article or otherwise violate this Article V.

D. Any person responsible for a violation of this section must pay the cost of repairing or replacing any tree or shrub damaged by the violation and may be subject to treble the amount of damages assessed in any enforcement action brought by the City, pursuant to RCW 64.12.030. The value of trees and shrubs is to be determined in accordance with the latest revision of the Guide for Plant Appraisals as published by the International Society of Arboriculture.

E. In addition to remedies under subsection (D) of this section, violation of this section is a ((~~class 1~~)) civil infraction. The director has the discretion to issue a warning for a first-time violation.

Section 33. That Section 12.06A.050 of the Spokane Municipal Code is amended to read as follows:

Section 12.06A.050 Penalty for Violation of Park Rules and Regulations

Except as otherwise specifically provided, a violation of Park Rules and Regulations shall constitute a ((~~class 1~~)) civil infraction.

Section 34. That Section 13.02.0206 of the Spokane Municipal Code is amended to read as follows:

Section 13.02.0206 Authority of the Director

A. Purpose.

Considering:

1. the Spokane ((~~solid waste plan~~)) County Comprehensive Solid Waste Management Plan;

2. chapter 70.95 RCW;

3. the public health and safety;

4. the means to assure prompt, safe, and efficient delivery of solid waste collection and disposal services to the public; and

5. the conservation of public moneys;

the ((~~director~~)) Director administers and interprets this chapter and the operations and functions of the department, and determines all questions arising hereunder. The ((~~director~~)) Director exercises general administrative authority with respect to all departmental operations either directly or through persons he may designate. The ((~~director~~)) Director may modify or adjust provisions of departmental functions consistent with sound business management practice.

B. Regulations.

The ((~~director~~)) Director may promulgate regulations in the enforcement of this chapter, considering the purpose of this section.

C. Warnings – Orders.

The ((~~director~~)) Director may issue warning notices and enforcement orders upon such reasonable notice as the ((~~director~~)) Director deems proper. The ((~~director~~)) Director may take such remedial measures as the ((~~director~~)) Director deems necessary, including issuing civil infractions to enforce any order, regulation, or provision of this chapter,

including clean-up operations.

D. Procedures.

The ((~~director~~)) Director may establish procedures to resolve disputed questions of fact or liability within the scope of the ((~~director's~~)) Director's authority and may subpoena witnesses, take testimony, require the submission of verified statements, records, and samples, but no formal proceedings or notice shall be a precondition of any action taken.

E. Violations of a director's order are a ((~~class 1~~)) civil infraction. Said penalties are in addition to actual costs of clean-up or other services provided by the City.

Section 35. That Section 13.02.0216 of the Spokane Municipal Code is amended to read as follows:

Section 13.02.0216 Taking of or Snooping in Garbage or Recyclables Prohibited

A. No person shall take, examine, uncover, snoop in, separate, gather, collect, or salvage materials deposited in automated carts or containers, including recycling containers, dumpsters, or rolloffs, for collection or acceptance by the department or other authorized persons.

   1. This prohibition applies at the point when materials have been deposited in solid waste or recyclable containers, automated carts, or containers or left in the vicinity of a container pickup location.

   2. For materials brought to a municipal disposal facility or transfer station area, the prohibition applies at the point such materials arrive upon the site of the facility or transfer station.

B. Violations are a ((~~class 2~~)) civil infraction. These penalties are in addition to full restitution.

C. This section shall not be construed to create or recognize any right or expectation of individual privacy with respect to solid waste identifiable to any person or premises, nor shall it apply to government-authorized activities.

Section 36. That Section 13.02.0218 of the Spokane Municipal Code is amended to read as follows:

Section 13.02.0218 Theft of Collection Service Prohibited

A. No person may place or deposit any materials in or around a solid waste receptacle or recycling container owned or provided for the use of said premises served

except the owner or occupant of the premises for whom the service arrangements have been made.

B. Violation of this section is a theft of solid waste collection service.

C. Violations are a ((~~class 2~~)) civil infraction. These penalties are in addition to full restitution.

Section 37. That Section 13.02.0246 of the Spokane Municipal Code is amended to read as follows:

Section 13.02.0246 Solid Waste Collection Franchisees – Minimum Service Levels – Reasonable Rates

A. Some annexed portions of the City are served by private companies pursuant to a franchise granted by the City in accord with RCW 35.13.280. This chapter, as an exercise of the police power to protect the public health, and safety, shall supersede any inconsistent or contradictory franchise provisions.

B. Holders of municipal solid waste collection franchises shall provide weekly solid waste collection service to all occupied premises within a franchised area at the same general levels and conditions of services as the City ((~~solid waste collection department~~)) Solid Waste Collection Department provides. This shall include providing a residential curbside recycling collection program at least equivalent to the services provided by the City.

C. Rates charged by municipal solid waste collection franchisees shall be fair and reasonable. Where a franchisee's rates within the City are higher than the department rates, the ((~~director of solid waste collection~~)) Director of Solid Waste Management may order a franchisee to submit due and proper showing to the director to establish its rates within the City are fair and reasonable, notwithstanding any franchise term or provision to the contrary.

D. The ((~~director of solid waste disposal~~)) Director of Solid Waste Management may require holders of municipal solid waste collection franchises to deliver solid waste to a disposal facility or facilities so designated by that director.

E. Complaints, including rate disputes, relating to a franchisee are reviewed by the ((~~director of solid waste collection~~)) Director of Solid Waste Management. The director's decision, except relating to suspension or revocation of a franchise, is subject to review by the City ((~~hearing examiner~~)) Hearing Examiner by filing written notice of appeal thereto within ten days of the date of issuance.

1. Upon timely appeal, the ((~~hearing examiner~~)) Hearing Examiner conducts a hearing thereon within forty-five (45) days of the filing of the appeal.

2. The examiner's decision is the final City action, and may be appealed on the record to the superior court of Spokane County by filing a notice of appeal thereon, copy served upon the director and ((~~hearing examiner~~)) Hearing Examiner, within thirty (30) days of issuance.

F. Where a franchisee has failed to fulfill the terms of a franchise or comply with any other applicable ordinance or order of the director, violations are a ((~~class 1~~)) civil infraction, with each day of a continuing violation a new and additional violation.

G. In addition and not by way of limitation to the imposition of penalties and any other remedies available in contract or at law where a franchisee has failed to fulfill the terms of a franchise or comply with any other applicable ordinance or order of the director, the director may recommend that franchise privileges be suspended or revoked.

1. Said recommendation shall be forwarded to the City ((~~hearing examiner~~)) Hearing Examiner, who shall conduct a hearing thereon within forty-five (45) days of the director's recommendation.

2. The examiner's decision may be appealed within thirty (30) days of issuance to the ((~~city council~~)) City Council.

3. The council shall consider the appeal within thirty (30) days of filing. No new evidence shall be considered, and the council shall either approve or reverse the ((~~hearing examiner's~~)) Hearing Examiner's decision based upon the record submitted by the ((~~hearing examiner~~)) Hearing Examiner.

4. The ((~~council's~~)) Council's decision is final.

H. Immediately, but in no case longer than three (3) business days after a franchise has been suspended, revoked, expires, or is abandoned by a franchisee, the franchisee shall transmit to the ((~~director of solid waste collection~~)) Director of Solid Waste Management an accurate and up-to-date written list of all routes, addresses of premises served, and type of service within the franchised area affected, and any other information the director may require.

1. Violations of this subsection are a ((~~class 1~~)) civil infraction, with each day of a continuing violation a new and separate infraction.

Section 38. That Section 13.02.0610 of the Spokane Municipal Code is amended to read as follows:

Section 13.02.0610 Penalty

((~~A.~~)) Except where otherwise specified for violations of this chapter relating to single-family residence service, violations are a ((~~class 2~~)) civil infraction with each day a new and separate violation. All infraction penalties are in addition to actual costs of clean-up or other services provided by the City.

((~~B. Except where otherwise specified, any violations not included under subsection (A) of this section are a class 1 civil infraction, with each day a new and separate violation.~~))

Section 39. That Section 15.04.060 of the Spokane Municipal Code is amended to read as follows:

Section 15.04.060 Intentional Violation of Chapter – Removing, Defacing or Destroying Required Sign – Fine – Notice of Infraction – Exceptions

A. Any person intentionally violating this chapter by smoking in a public place or place of employment, or any person removing, defacing, or destroying a sign required by this chapter, is subject to a ((~~class three~~)) civil infraction.

B. Any person passing by or through a public place while on a public sidewalk or public right-of-way has not intentionally violated this chapter.

C. Local law enforcement agencies shall enforce this section by issuing a notice of infraction to be assessed in the same manner as traffic infractions. The provisions contained in chapter 46.63 RCW for the disposition of traffic infractions apply to the disposition of infractions for violation of this subsection except as follows:

1. The provisions in chapter 46.63 RCW relating to the provision of records to the ((~~department of licensing~~)) Department of Licensing in accordance with RCW 46.20.270 are not applicable to this chapter; and

2. The provisions in chapter 46.63 RCW relating to the imposition of sanctions against a person's driver's license or vehicle license are not applicable to this chapter.

3. The form for the notice of infraction for a violation of this subsection shall be prescribed by rule of the Supreme Court.

D. When violations of SMC 15.04.040 occur, a warning shall first be given to the owner or other person in charge. Any subsequent violation is subject to a ((~~class three~~)) civil infraction by a law enforcement officer. Each day upon which a violation occurs or is permitted to continue constitutes a separate violation.

E. In addition to any civil infraction issued under SMC 15.04.060(D), the Spokane Regional Health District, as provided in RCW 70.160.070, may enforce SMC 15.04.040 regarding the duties of owners or persons in control of public places and places of employment by either of the following actions:

1. Serving notice requiring the correction of any violation; or

2. Calling upon the city attorney or the Spokane ((~~county prosecutor~~)) County Prosecutor or the Spokane Regional Health District attorney to maintain an action for an injunction to enforce SMC 15.04.040 to correct a violation and to assess and recover a civil penalty for the violation. Attorney fees shall be awarded to the City, County, or Health District for the cost associated with maintaining an action for an injunction.

Section 40. That Section 15.06.060 of the Spokane Municipal Code is amended to read as follows:

Section 15.06.060 Compliance

A. This chapter shall be enforced by the Historic Preservation Office under the City's civil infraction system, pursuant to chapter 01.05 SMC. The Historic Preservation Office is the "code enforcement officer" as designated by SMC 01.05.020(B).

B. A violation of this chapter is a ((~~class 1~~)) civil infraction.

C. Pursuant to SMC 01.02.950(A), the Historic Preservation Office may refer violations or imminent violations of this chapter to the city attorney for actions in Superior Court seeking declaratory or injunctive relief.

D. Failure to complete deconstruction, removal of materials, and obtain approval of the Post-Deconstruction Form within the period of deconstruction may result in the City completing the deconstruction work of the structure at the applicant or property owner's expense.

Section 41. That Section 16A.05.100 of the Spokane Municipal Code is amended to read as follows:

Section 16A.05.100 Disabled Parking – Indication of Parking Space for Disabled Persons – Failure, Penalty

A. A parking space or stall for a person with a disability shall be indicated by a vertical sign with the international symbol of access, whose colors are white on a blue background, described under RCW 70.92.120. The sign may include additional language such as, but not limited to, an indication of the amount of the monetary

penalty defined in RCW 46.16.381 for parking in the space without a valid permit.

B. Failure of the person owning or controlling the property where required parking spaces are located to erect and maintain the sign is a ((~~class 2~~)) civil infraction under Chapter 7.80 RCW for each parking space that should be so designated. The person owning or controlling the property where the required parking spaces are located shall ensure that the parking spaces are not blocked or made inaccessible, and failure to do so is a ((~~class 2~~)) civil infraction.

Section 42. That Section 16A.05.110 of the Spokane Municipal Code is amended to read as follows:

Section 16A.05.110 Disabled Parking – Special Parking for Persons with Disabilities

A. Any unauthorized use (RCW 46.19.050(2)) of the special placard or special license plate issued under RCW 46.18.235 or RCW 46.19.010, or identification card is a parking infraction. In addition to any penalty or fine imposed under this subsection, two hundred dollars ($200) shall be assessed.

B. It is a parking infraction for a person to park in, block, or otherwise make inaccessible the access aisle located next to a space reserved for persons with physical disabilities or the space itself. In addition to any penalty or fine imposed under this subsection, two hundred dollars ($200) shall be assessed. The clerk of the court shall report all violations related to this subsection to the Washington State ((~~department of motor vehicles~~)) Department of Licensing.

C. It is a parking infraction for any person to park a vehicle in a parking place provided on private property without charge or on public property reserved for persons with physical disabilities without a placard or special license plate issued under RCW 46.18.235 or RCW 46.19.010. In addition to any penalty or fine imposed under this subsection, two hundred dollars ($200) shall be assessed. If a person is charged with a violation, the person shall not be determined to have committed an infraction if the person produces in court or before the court appearance the placard or special license plate issued under RCW 46.18.235 or RCW 46.19.010 required under this section. The time limit for on-street parking places reserved for physically disabled persons without parking payment devices is four hours for qualified vehicles unless a longer time would otherwise apply for the use of these parking places. The time limit for the use of non-reserved, on-street parking spaces by vehicles displaying the special parking placards is four (4) hours unless a longer time would otherwise apply. All time restrictions applicable under this subsection must be clearly posted.

D. It is a parking infraction, with monetary penalty of two hundred fifty dollars ($250), to fail to fully display a placard or special license plate issued under this Chapter while parked in a public place on private property without charge, while parked on public property reserved for persons with physical disabilities, or while parking free of charge as allowed under RCW 46.61.582. In addition to any penalty or fine imposed under this subsection, two hundred dollars ($200) must be assessed, for a total of four hundred fifty dollars ($450). For the purpose of this subsection, "fully display" means hanging or placing the placard or special license plate so that the full face of the placard or license plate is visible, including the serial number and expiration date of the license plate or placard. If a person is charged with a violation of this subsection, that person will not be determined to have committed an infraction if the person produces in court or before the court appearance a valid identification card issued to that person under RCW 46.19.010.

E. Allocation of Assessments and Fines.

1. The assessment imposed under subsections (A), (B), (C), and (D) of this section shall be allocated as follows:

   a. One hundred dollars ($100) shall be deposited in the accessible communities account created in RCW 50.40.071; and

   b. One hundred dollars ($100) shall be deposited in the multimodal transportation account under RCW 47.66.070 for the sole purpose of supplementing a grant program for special needs transportation provided by transit agencies and nonprofit providers of transportation that is administered by the ((~~department of transportation~~)) Washington State Department of Transportation.

2. Any reduction in any penalty or fine and assessment imposed under subsections (A), (B), (C), and (D) of this section shall be applied proportionally between the penalty or fine and the assessment. When a reduced penalty is imposed under subsection (A), (B), (C), and (D) of this section, the amount deposited in the accounts identified in this subsection shall be reduced equally and proportionally.

3. The penalty or fine amounts imposed under subsections (A), (B), (C), and (D) of this section shall be used by the City exclusively for law enforcement. The court may also impose an additional penalty sufficient to reimburse the City for any costs it may have incurred in removal and storage of the improperly parked vehicle.

F. It is a traffic infraction for any person willfully to obtain a special license plate issued under RCW 46.19.010 or RCW 46.18.235 placard, or identification card in a manner other than that established under RCW 46.19.010.

G. For second or subsequent violations of this section, in addition to a monetary fine, the violator must complete a minimum of forty (40) hours of:

1. community restitution for a nonprofit organization that serves persons with disabilities or disabling diseases; or

2. any other community restitution that may sensitize the violator to the needs and obstacles faced by persons who have disabilities.

H. The court may not suspend more than one-half of any fine imposed under subsections (A), (B), (C), (D), or (E) of this section.

I. A violation of this section is a ((~~class 1~~)) civil infraction ((~~under SMC 01.02.950~~)).

Section 43. That Section 16A.60.150 of the Spokane Municipal Code is amended to read as follows:

Section 16A.60.150 Penalties - Civil Infraction

A. Any person violating any of the above sections shall have committed a ((~~class 4~~)) civil infraction ((~~and shall be liable for monetary penalties as set forth in SMC 1.05.210~~)).

B. The court may waive, reduce or suspend the civil penalty and clear the civil infraction as a warning for a person who has not been cited under this chapter within one year.

C. A guardian may be cited for a separate violation of this chapter for each child under sixteen years of age on a vessel without an approved PFD.

D. Each event under subsection (A) of this section shall be a separate violation.

Section 44. That Section 16A.65.040 of the Spokane Municipal Code is amended to read as follows:

Section 16A.65.040 Unauthorized Use – Penalty

Unauthorized use of a utility vehicle on public property within the city limits is prohibited. A violation is a ((~~class 1~~)) civil infraction

Section 45. That Section 17C.111.250 of the Spokane Municipal Code is amended to read as follows:

Section 17C.111.250 Exterior Storage – Residential Zones

A. Purpose.

It is the intent and purpose of the City to regulate exterior storage of materials on residential land in a manner to promote the health, safety, and general welfare of the community including regulating the type and location of materials. The negative effects of unregulated exterior storage can endanger the health, safety and welfare of the community.

B. Regulated Materials.

1. The following list of items shall not be stored outside of structures. Exterior storage means the physical presence of items not fully enclosed within a structure. Exterior storage means and includes, but shall not be limited to, the following:

    a. vehicle parts including but not limited to, alternators, engines, transmissions, wheels, tires, body panels, auto glass, interior panels, front and/or rear seats, taillights, head lights, and other vehicle parts thereof;

    b. household furniture including, but not limited to, mattresses, couches, recliners, tables, desks, bed frames, chairs, other furniture items, and parts thereof;

    c. appliances including but not limited to dishwashers, stoves, televisions, computers, kitchen accessories, electronic equipment and parts thereof;

    d. construction materials including but not limited to plaster, lumber, sheetrock, carpet, shelving, cement, bathtubs, toilets, pipe, and other such items that are not exempted under SMC 17C.111.250(B)(2);

    e. metal including but not limited to iron, steel, aluminum, and other such metals; and

    f. any other items similar in nature.

2. Materials that may be stored outside of structures include:

    a. construction materials that are maintained in a safe manner and in such a way that the materials do not create a hazard to the general public, or an attraction to children, and that are designated for projects on the parcel for which a building permit has been issued through the City of Spokane;

i. Construction materials used for a public works project may be temporarily stored on residential zones up to one year after construction begins.

b. construction equipment including ladders, scaffolding, and other such items may be stored outside of structures as long as the equipment is maintained in a safe manner and in such a way that the materials do not create a hazard to the general public, or an attraction to children, and

c. items that are manufactured for exterior usage and are being maintained including but not limited to: lawn/patio furniture and décor, benches, play equipment; sandboxes, barbecues, and bicycles.

3. Any items that are considered to be "litter" as according to ((~~SMC 10.08.010~~)) RCW 70A.200.030 including refuse, rubbish, garbage, discarded items and all waste material of every kind and description ((~~shall be regulated under Chapter 10.08 Offense Against Public Health~~)).

B. Location.

1. Exterior storage of any of the items listed in SMC 17C.111.250(B)(2)(a) and SMC 17C.111.250(B)(2)(b) shall take place from the rear of the main dwelling unit to the rear of the property line,

a. except permitted construction materials which may be stored up to thirty days in either side or front yard areas and are exempt from the fencing and screening requirements designated in subsection (C)(2) below.

2. Exterior storage areas shall be screened from view of the public right-of-way as defined in SMC 17A.020.180(R) through the use of sight-obscuring fencing that meets height requirements set in SMC 17C.111.245 or through the use of screening pursuant to SMC 17C.200.070(A)(1)

D. Violation—Enforcement and Penalty

Violation of SMC 17C.111.250 shall constitute a ((~~class 2~~)) civil infraction ((~~per SMC 1.05.160~~)).

Section 46. That Section 17C.200.140 of the Spokane Municipal Code is amended to read as follows:

Section 17C.200.140 Unauthorized Removal; Damage or Destruction; Penalty

A. No street tree shall be removed without the adjacent owner first obtaining a street tree permit obtained pursuant to SMC 12.02.960.

B. No person shall intentionally cause or suffer to be caused to any street tree any act or effort to destroy, kill, injure, mutilate, or deface a street tree by any means.

C. Any person responsible for a violation of SMC 17C.200.140(B) must pay the cost of repairing or replacing any tree or shrub damaged by the violation and may be subject to treble the amount of damages assessed in any enforcement action brought by the City, pursuant to RCW 64.12.030. The value of trees and shrubs is to be determined in accordance with the latest revision of the Guide for Plant Appraisals as published by the International Society of Arboriculture.

D. In addition to the other remedies required by this section, violation of this section is a ((~~class 1~~)) civil infraction. The director has the discretion to issue a warning for a first-time violation.

Section 47. That Section 17C.316.040 of the Spokane Municipal Code is amended to read as follows:

Section 17C.316.040 Short-Term Rentals in Residential Zones

A. Allowed Structure Types.

A short-term rental is allowed only in a conforming residential structure or a residential dwelling unit within a mixed-use building. A short-term rental is an administrative permit.

B. Maximum number of short-term rental units.

Maximum short-term rental units are calculated by structure rather than per lot. The maximum number of short-term rental units within residential zones shall not exceed those listed below.

1. One short-term rental is allowed in a detached single-family structure, accessory dwelling unit, or an attached single-family structure. One short-term rental is allowed in one of the units of a duplex.

    a. One short-term rental is allowed in both a detached or attached single-family structure and an accessory dwelling unit, subject to the owner occupancy requirements in Section 17C.300.110(B) SMC.

2. All other multifamily or mixed-use buildings are limited to a maximum percentage of short-term rental units dependent on the below requirements:

    a. Buildings that are fire sprinklered may have no more than twenty percent (20%) of the total number of residential units as short-term rentals within the building. All calculations will be rounded up to the nearest full unit.

    b. Buildings that are not fire sprinklered must comply with current building and fire code regulations.

    c. When calculating the maximum number of units results in a fraction, the units allowed are rounded up to the next whole number.

C. Standards.

A variance to the following standards is prohibited.

1. All short-term rentals must comply with the consumer safety and liability insurance requirements as listed in Chapter 64.37 RCW.

2. Bedroom requirements. The City's Building Official must verify that each bedroom to be rented to overnight guests:

    a. Meets the current building code requirements for a sleeping room;

    b. Meets current fire code requirements;

    c. Common areas, such as but not limited to living rooms, lofts, or closets shall not qualify as sleeping accommodations for the purposes of determining maximum occupancy.

3. Number of residents and guests. The total number of ((~~of~~)) residents and guests occupying a dwelling unit that includes a short-term rental may not exceed any lawful limits on occupant load per square foot or generally applicable health and safety provisions as established by applicable building or fire code, as provided in RCW 35.21.682.

4. Parking. See Spokane Municipal Code Chapter 17C.230 Parking and Loading

5. Advertising. All advertisements for the short-term rental must list short-term rental permit number and is subject to sign requirements of Chapter 17C.240 Signs.

D. Permit Required.

The owner of a short-term rental must obtain a permit. The permit requires the owner to agree to abide by the requirements of this section and to comply with the requirements outlined in Chapter 64.37 RCW.

1. Notification.

    a. The owner or operator must prepare a notification letter that:

        i. Describes the operation and the number of bedrooms that will be rented to overnight guests; and

        ii. Includes information on how to contact the owner or operator by phone.

    b. Mail or deliver the notification letter to all recognized organizations and owners of property abutting and directly across the street from the short-term rental upon issuance of short-term rental permit.

2. Required information for permit.

    a. Completed application form bearing the address of the property, the name, signature, address, and telephone number of the owner and operator if operator is not also an owner and emergency contact.

    b. A short-term rental application and permit fee established by SMC 08.02.066.

    c. A copy of the owner's current City of Spokane business license.

    d. A copy of the notification letter and a list with the names and addresses of all property owners and organizations that received the letter.

    e. A site plan and floor plan.

    f. A completed and notarized Life Safety Compliance form.

E. Renewal of and Revoking a Short-Term Rental Permit.

A short-term rental permit must be renewed per the procedures in 08.01 SMC and can be revoked according to the outlined procedures for failure to comply with the regulations of this chapter.

1. A permit may be revoked for activities on site such as nuisances, littering, or public disturbance as listed under Title 10 SMC

2. For revocation of permit the owner or operator receives one warning of violation. Non-compliance or a repeat of non-compliance in a 12 month period shall result in revocation of permit ((~~per a type two civil infraction as referenced in SMC 01.05.160~~)) and a civil infraction.

3. When a short-term rental permit has been revoked, a new short-term rental permit will not be issued to the owner at that site for 2 years.

F. Existing Approved Permits and Unit Caps.

Existing approved short-term rental permits, which were active and approved prior to July 1, 2023, shall be allowed to grandfather the short-term rental use subject to the below requirements.

1. The short-term rental permit must be active and approved prior to July 1, 2023.

2. If the permit is not renewed a new short-term rental permit will be required and the unit cap stated in 17C.316.040(B) will be applicable.

3. A grandfathered short-term rental permit may not further expand their short-term rental use beyond what is existing in the approved permit, nor may it expand beyond what would be permitted under 17C.316.040.

Section 48. That Section 17C.316.050 of the Spokane Municipal Code is amended to read as follows:

Section 17C.316.050 Short-Term Rentals in Other Zones

A. Allowed Structure Types.

A short-term rental is allowed only in a conforming residential structure or a residential dwelling unit within a mixed-use building. All other structures must complete the Change of Use/Occupancy process to establish a Retail Sales and Service use, as defined in 17C.190.270 SMC.

B. Maximum number of short-term rental units.

Maximum short-term rental units are calculated by structure rather than per lot.

1. One short-term rental is allowed in a detached single-family structure, accessory dwelling unit, or an attached single-family structure. One short-term rental is allowed in one of the units of a duplex.

    a. One short-term rental is allowed in both a detached or attached single-family structure and an accessory dwelling unit, subject to the owner occupancy requirements in Section 17C.300.110(B) SMC.

2. All other multifamily or mixed-use buildings are limited to a maximum percentage of short-term rental units dependent on the below requirements:

    a. Buildings that are fire sprinklered may have no more than thirty percent (30%) of the total number of residential units as short-term rentals within the building. All calculations will be rounded up to the nearest full unit.

    b. Buildings that are not fire sprinklered must go through the Change of Use/Occupancy process to establish a Retail Sales and Service use, as defined in 17C.190.270 SMC.

    c. When calculating the maximum number of units results in a fraction, the units allowed are rounded up to the next whole number.

C. Standards.

1. All short-term rentals must comply with the consumer safety and liability insurance requirements as listed in Chapter 64.37 RCW.

2. Bedroom requirements. The City's Building Official must verify that each bedroom to be rented to overnight guests:

    a. Meets the current building code requirements for a sleeping room

    b. Meets current fire code requirements;

    c. Common areas, such as but not limited to living rooms, lofts, or closets shall not qualify as sleeping accommodations for the purposes of determining maximum occupancy.

3. Number of residents and guests. The total number of residents and guests occupying a dwelling unit that includes a short-term rental may not exceed any lawful limits on occupant load per square foot or generally applicable health and safety provisions as established by applicable building or fire code, as provided in RCW 35.21.682.

4. Parking. See Spokane Municipal Code Chapter 17C.230 Parking and Loading.

5. Advertising. All advertising for the short-term rental must include short-term rental permit number and is subject to sign requirements of Chapter 17C.240 Signs.

D. Permit Required.

The owner or operator of a short-term rental must obtain a permit. The permit requires the owner and operator to agree to abide by the requirements of this section and to comply with the requirements outlined in Chapter 64.37 RCW.

1. Required information for permit.

a. Completed application form bearing the address of the property, the name, signature, address, and telephone number of the owner and operator if operator is not also an owner, and an emergency contact.

b. A short-term rental application and permit fee established by SMC 08.02.066.

c. A copy of the owner's current City of Spokane business license.

d. A site plan and floor plan.

e. A completed and notarized Life Safety Compliance form.

E. Renewal of and Revoking a Short-Term Rental Permit.

A short-term rental permit must be renewed per the procedures in Chapter 08.01 SMC and can be revoked according to the outlined procedures for failure to comply with the regulations of this chapter.

1. A permit may be revoked for activities on site such as nuisances, littering, or public disturbance as listed under Title 10 SMC.

2. For revocation of permit the owner or operator receives one warning of violation. Non-compliance or a repeat of non-compliance in a 12-month period shall result in revocation of permit ((~~per a type two civil infraction as referenced in SMC 01.05.160~~)) and a civil infraction.

When a short-term rental permit has been revoked, a new short-term rental permit will not be issued to the owner at that site for 2 years.

Section 49. That Section 17C.360.010 of the Spokane Municipal Code is amended to read as follows:

Section 17C.360.010 Purpose

Recognizing that in extraordinary cases the immediate cessation of an illegal use upon discovery may work hardship on innocent third parties, such as tenants, this section is intended to formalize a procedure for delaying enforcement of this chapter.

A. When notified that a use of land or a building does not conform to the requirements of this code, the owner must immediately:

    1. cease the use; or

    2. apply to the ((~~planning and economic development services director~~)) Director of Planning and Economic Development Services for a temporary permit in the manner provided in SMC 17C.360.010(F);

    3. if he or she wishes to continue or re-establish the use, the owner must also in a timely manner make application for such approvals as are necessary to render the use valid.

B. The ((~~planning and economic development services director~~)) Director of Planning and Economic Development Services, if satisfied that continuation of the illegal use for a limited time will:

    1. avoid unnecessary hardship; and

    2. not limit or impair the lawful uses of surrounding properties;

    3. may issue a temporary permit, for a period not to exceed the time required for diligent application for the required approval, authorizing the illegal use to continue until the required approval is either granted or denied.

C. The ((~~planning and economic development services director~~)) Director of Planning and Economic Development Services may attach conditions to the temporary permit in order to safeguard the public health and safety and neighborhood quality. The conditions may include, for example:

    1. installation of screening and buffering or the use of other techniques to mitigate adverse impacts such as noise, glare, traffic, or dust;

    2. limitations on days or hours of operation based on impacts on surrounding properties;

    3. if a condition is breached, the director immediately revokes the temporary permit.

D. When an application is granted, the director gives written notice of the approval and any conditions to the applicant and to the record owners and taxpayers of all parcels within four hundred (400) feet of the site.

E. An application for a temporary permit admits that the use is illegal. When the application is denied, or when a temporary permit expires or is revoked for breach of a condition, the owner must immediately cease the illegal use. Beginning the day after the application is denied or the permit expires or is revoked, the owner becomes liable for a ((~~class 2~~)) civil infraction for each day the illegal use continues.

F. Application for Temporary Permit.

A person may apply for a temporary permit. The application consists of:

1. an application for "a temporary permit" that demonstrates that temporary continuation of the illegal use:

    a. will avoid unnecessary hardship to innocent third parties;

    b. is necessary to allow the applicant a reasonable amount of time to rectify the illegality by relocating the use, modifying the use, building, or land to bring it into compliance, or making application for a conditional use permit, zone change, or other approval;

    c. will not involve the erection of a substantial structure or change to an existing structure, or a permanent commitment of the land to the use;

    d. will not limit, impair or preclude the lawful use of surrounding property.

2. the application fee prescribed in SMC 8.02((~~.066(K)~~));

3. an application for a notification district map and the fee for preparation of the map;

4. covenant, by acknowledged agreement, to:

    a. promptly begin and diligently pursue whatever course of action is selected to cure the illegality, whether relocation, modification, application for approval, or otherwise; and

    b. discontinue the use upon denial, revocation, or expiration of the temporary permit, unless the use is at that time lawful.

5. an environmental checklist, if required under chapter 17E.050 SMC.

Section 50. That Section 17D.100.400 of the Spokane Municipal Code is amended to read as follows:

Section 17D.100.400 Enforcement; Violations; Penalty

A. This chapter shall be enforced by the ((~~HPO~~)) Historic Preservation Officer under the ((~~city's~~)) City's civil infraction system, pursuant to chapter 01.05 SMC. The ((~~HPO~~)) Historic Preservation Officer is the "code enforcement officer" as designated by SMC 01.05.020(B).

B. A violation of SMC 17D.100.200-17D.100.230 is a ((~~class 1~~)) civil infraction.

C. Pursuant to SMC 01.02.950(A), the ((~~HPO~~)) Historic Preservation Officer may refer violations or imminent violations of this chapter to the ((~~city attorney~~)) City Attorney for actions in Superior Court seeking declaratory or injunctive relief.

Section 51. That Section 18.01.060 of the Spokane Municipal Code is amended to read as follows:

Section 18.01.060 Penalty for Violation

The commission of an act of discrimination as defined in this Title 18 is punishable as a ((~~Class 1~~)) civil infraction pursuant to chapter 01.05, SMC.

Section 52. That Section 18.06.040 of the Spokane Municipal Code is amended to read as follows:

Section 18.06.040 Use of White Cane, Dog Guide or Service Animal

A. It shall be unlawful for any pedestrian who is not totally or partially blind to use a white cane or any pedestrian who is not totally or partially blind or does not have a hearing impairment to use a dog guide or any person who does not have a disability as defined in this chapter to use a service animal in any of the places, accommodations or conveyances listed in SMC 18.01.030(Q), for the purpose of securing the rights and privileges accorded by this chapter to persons with total or partial blindness, hearing impairment or who have other disabilities.

B. It shall be unlawful for any person to misrepresent an animal as a service animal. For purposes of this section, a person misrepresents an animal as a service animal if the person:

1. Expressly or impliedly represents that an animal is a service animal as defined in SMC 18.01.030(X) for the purpose of securing the rights or privileges afforded disabled persons accompanied by service animals set forth in state or federal law; and

2. Knew or should have known that the animal in question did not meet the definition of a service animal.

C. A law enforcement officer may investigate and enforce this section by making an inquiry of the person accompanied by the animal in question as allowed by SMC 18.06.040(D), and issuing a civil infraction.

D. A law enforcement officer or place of public accommodation may not ask about the nature or extent of a person's disability, but may specifically ask if the animal is required because of a disability and what work or task the animal has been trained to perform. A law enforcement officer or place of public accommodation shall not require documentation, such as proof that the animal has been certified, trained, or licensed as a service animal, or require that the service animal demonstrate its task. Generally, a law enforcement officer or place of public accommodation may not make these inquiries about a service animal when it is readily apparent that an animal is trained to do work or perform tasks for a person with a disability, such as a dog is observed guiding a person who is blind or has low vision, pulling a person's wheelchair, or providing assistance with stability or balance to a person with an observable mobility disability. Refusal to answer the questions allowed under this subsection creates a presumption that the animal is not a service animal and the law enforcement officer may issue a civil infraction and require the person to remove the animal from the place of public accommodation.

E. A place of public accommodation shall make reasonable modifications in policies, practices, or procedures to permit the use of a miniature horse by an individual with a disability in accordance with SMC 18.01.030(X) if the miniature horse has been individually trained to do work or perform tasks for the benefit of the individual with a disability. In determining whether reasonable modifications in policies, practices, or procedures can be made to allow a miniature horse into a facility, a place of public accommodation shall act in accordance with all applicable laws and regulations.

F. Violation of this section is a ((~~class 3~~)) civil infraction. ((~~The penalty for each subsequent violation of this code by the same person shall be increased by one class of civil infraction.~~))

Section 53. That Section 18.09.070 of the Spokane Municipal Code is amended to read as follows:

Section 18.09.070 Violations and Penalties

A. Any violation of this chapter shall be a ((~~Class 1 Civil Infraction~~)) civil infraction.

B. Without limitation or election against any other available remedy, the City or any of its residents may apply to a court of competent jurisdiction for an injunction enjoining any violation of this chapter. The court shall award attorney's fees and costs to any party who succeeds in obtaining an injunction hereunder.

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: PIES **Date:** 06/16/2025

Committee Agenda type: Discussion

Council Meeting Date: 07/14/2025

Date Rec'd	6/10/2025
Clerk's File #	ORD C36718
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL		
Contact Name/Phone	CHRIS WRIGHT 625-6210		
Contact E-Mail	CWRIGHT@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	BWILKERSON JBINGLE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0320ORDINANCE AMENDING MEMBERSHIP OF CLIMATE RESILIENCE &		

Agenda Wording

An ordinance modifying the membership of the Climate Resilience and Sustainability Board to include a liaison designated by the Community Assembly, and amending Sections 04.41.020 and 04.41.030 of the Spokane Municipal Code.

Summary (Background)

Ordinance C36557, adopted in 2024, created the Climate Resilience and Sustainability Board (CRSB). As originally configured the membership on the CRSB did not include a representative from the Community Assembly. By resolution the Community Assembly requested that it be allowed to designate a liaison to the CRSB. The ordinance modified SMC 04.41 to allow for a Community Assembly liaison on the CRSB.

What impacts would the proposal have on historically excluded communities?

The ordinance provides a formal role on the Climate Resilience and Sustainability Board (CRSB)for the Community Assembly, which is comprised of representatives form the 29 neighborhood councils and which has broad representation from all sectors of the city. To the extent they participate in the neighborhood council program and the Community Assembly, historically excluded communities would be given an additional voice on the CRSB.

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. This ordinance broadens the membership of the CRSB to include a Community Assembly liaison.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Not applicable. This ordinance broadens the membership of the CRSB to include a Community Assembly liaison.

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 04.41, which established the CRSB, indicates that it membership "will consist of diverse and broad representation." Adding a liaison position for the Community Assembly is consistent with this stated desire of the ordinance to create a broad-based membership on the CRSB.

Council Subcommittee Review

None

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List

ORD C36718 (SPONSOR SUBSTITUTION)(06-16-25)

ORDINANCE NO. C-36718

An ordinance modifying the membership of the Climate Resilience and Sustainability Board to include a liaison designated by the Community Assembly, and amending Sections 04.41.020 and 04.41.030 of the Spokane Municipal Code.

WHEREAS, the Community Assembly was created in 2000 by the voters of Spokane to establish "a coalition of independent neighborhood councils [to serve] as a forum for discussion of issues of broad interest" in the Spokane community; and

WHEREAS, in 2024 the City Council enacted Ordinance C36557, which established the Climate Resilience and Sustainability Board with the stated purpose "to provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community's sustainability and climate goals"; and

WHEREAS, the composition of the Climate Resilience and Sustainability Board, as established by Ordinance C36557, included members of the community from diverse backgrounds, including members of impacted communities facing disproportionate environmental and health disparities; individuals with expertise in public health, emergency management, climate planning, or sustainability and resiliency initiatives; business leaders and entrepreneurs with experience implementing sustainability and resiliency initiatives; and students of secondary and postsecondary education institutions within the city of Spokane; and

WHEREAS, the composition of the Climate Resilience and Sustainability Board consists of up to 15 voting members; and

WHEREAS, the Climate Resilience and Sustainability Board includes one non-voting liaison position, a member of the City Council; and

WHEREAS, in a letter dated May 1, 2025, the Community Assembly requested the City Council amend the enabling ordinance for the Climate Resilience and Sustainability Board to include a liaison position;

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That Section 04.41.020 of the Spokane Municipal Code is amended to read as follows:

Section 04.41.020 Membership

A. The Climate Resilience and Sustainability Board shall consist of up to fifteen (15) voting members committed to achieving the goals of SMC Chapter 15.05 and implementing the policies and recommendations of the Sustainability Action Plan and the Climate Component of the Comprehensive Plan.

B. The Climate Resilience and Sustainability Board membership will consist of diverse and broad representation including but not limited to:

1. members of impacted communities facing disproportionate environmental and health disparities;
2. individuals with expertise in public health, emergency management, climate planning, or sustainability and resiliency initiatives;
3. business leaders and entrepreneurs with experience implementing sustainability and resiliency initiatives; and
4. students of secondary and postsecondary education institutions within the city of Spokane.

C. Climate Resilience and Sustainability Board members shall be at least sixteen years of age.

D. The City Council may appoint a city council member to serve as a liaison to the Board.

E. The Community Assembly may appoint a qualified neighborhood council member to serve as a liaison to the Board.

Section 2. That Section 04.41.030 of the Spokane Municipal Code is amended to read as follows:

Section 04.41.030 Appointment and Term

A. Term

1. Board members are nominated by the Mayor and appointed by the City Council.
2. The term of office shall be two years.
3. The terms of eight of the Board members shall expire in odd-numbered years.
4. The terms of seven of the Board members shall expire in even-numbered years.
5. The Community Assembly member shall serve a maximum of three (3) consecutive years.

((~~5~~)) 6. Initial and subsequent Board members may be appointed to such shorter and/or longer terms as are necessary to achieve this term cycle.

((~~6~~)) 7. No Board member shall serve more than four consecutive full terms.

B. Vacancy

1. Any vacancy may be filled for an unexpired term in the same manner as for an original appointment under this section as amended.
2. Appointment to fill the balance of an unexpired term where more than half of the unexpired term remains shall be considered a full term.

C. To achieve broad representation, city residency shall not be required to serve on the Climate Resilience and Sustainability Board; provided, however, a majority of the Board members shall consist of residents of the city, students of secondary or post-secondary institutions located within the city of Spokane, or business owners or non-profit employees located within the city limits of Spokane.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 4. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council: **Committee:** PIES **Date:** 06/16/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	6/11/2025
		Clerk's File #	ORD C36720
		Cross Ref #	
Council Meeting Date: 07/14/2025		**Project #**	
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	JON SNYDER 6069	**Requisition #**	
Contact E-Mail	JSNYDER@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	KKLITZKE PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0520 COMPLETE STREETS ORDINANCE UPDATE		

Agenda Wording

Final draft of Complete Streets Ordinance update for hearing consideration.

Summary (Background)

The Complete Streets ordinance has not been updated since it was passed in 2011. The goal of updating the ordinance is capture more projects, make City Spokane grant applications more competitive for state funding, update outdated references and to better reflect current practices at the City. An initial draft of the ordinance was presented at the joint Planning Commission, Transportation Commission meeting in April. Feedback from that meeting has been incorporated into the subsequent draft. Further feedback from the May 15 Planning Commission meeting was incorporated as well. The Transportation Commission had it's hearing on the draft May 21 and the ordinance was unanimously approved by the Transportation Commission.

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

Council Subcommittee Review

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Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	SCOTT, ALEXANDER		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	jsnyder@spokanecity.org
amcdaniel@spokanecity.org	

BRIEFING PAPER: Complete Streets Ordinance final draft
City of Spokane
Planning Commission
6/11/2025

Subject:
Final draft of Complete Streets Ordinance update for hearing consideration.

Background:
The Complete Streets ordinance has not been updated since it was passed in 2011. The goal of updating the ordinance is capture more projects, make City Spokane grant applications more competitive for state funding, update outdated references and to better reflect current practices at the City.

An initial draft of the ordinance was presented at the joint Planning Commission, Transportation Commission meeting in April. Feedback from that meeting has been incorporated into the subsequent draft. Further feedback from the May 15 Planning Commission meeting was incorporated as well. The Transportation Commission had it's hearing on the draft May 21 and the ordinance was unanimously approved by the Transportation Commission.

Relationship to Plans/Actions:
Complete Streets supports the goals of the Comprehensive Plan, Chapter 4, Transportation.

Timeline/ Further Action:
The Planning Commission can take action to recommend this ordinance update at the hearing scheduled for June 11. If the ordinance is recommended to the Council, then the Council will consider the ordinance at their next PIES meeting on June 16.

ORDINANCE NO. C36720

An ordinance updating the City of Spokane's Complete Streets Program; amending Sections 04.40.080, 17H.020.010, 17H.020.030, 17H.020.040, and 17H.020.060; adopting new Sections 17H.020.015, 17H.020.055, 17H.020.070, and 17H.020.080; and repealing Sections 17H.020.020 of the Spokane Municipal Code.

WHEREAS, the Transportation Commission was created in 2024 when the City Council enacted Ordinance C36517, which, when codified in Chapter 04.40 of the Spokane Municipal Code, established the commission and set forth its duties and responsibilities; and

WHEREAS, since creation of the Transportation Commission in 2024, the City Council has enacted changes to Chapter 16A.64 of the Spokane Municipal Code, including changing the name of the traffic calming program to the "Safe Streets for All," program; and

WHEREAS, the "Complete Streets Program," codified in Chapter 17H,020 of the Spokane Municipal Code in 2011, has not been updated since its initial enactment and does not reflect creation of the Transportation Commission; and

WHEREAS, the City Council wishes to update the Complete Streets Program and make additional changes to the Transportation Commission duties to reflect its role with respect to Complete Streets Program;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 04.40.080 of the Spokane Municipal Code is amended to read as follows:

Section 04.40.080 Duties and Responsibilities

The Transportation Commission shall have the following duties and responsibilities:

A. The Transportation Commission shall study significant transportation issues and make recommendations to the Mayor and Council, consistent with Chapter 16A.84 and Chapter 17H.020 of the Spokane Municipal Code and the City's Comprehensive Plan (Transportation Element), and with due regard for the following considerations:

1. Meet mobility needs by providing facilities for all transportation options, including walking, bicycling, public transportation, private vehicles, and other choices.

2. Promote healthy communities by providing and maintaining a safe transportation system with viable active mode options that provides for the needs of all travelers, particularly the most vulnerable users.

3. Encourage open, accessible, internal multi-modal transportation connections to adjacent properties and streets on all sides.

4. Study and promote technological advancements in transportation infrastructure design, materials, and methods that improve safety, reduce maintenance costs, and enhance performance.

5. Prioritize the safety of people walking, pursuant to SMC 16A.84.020.

6. Collaborate with the Plan Commission to make recommendations for the City's transportation system that further the goals of the Comprehensive Plan and support the City's vision for the development and redevelopment of land.

B. The Transportation Commission may consider and make recommendations on specific transportation projects as determined by the annual work plan and upon request by City staff or major stakeholders.

C. Six-Year Comprehensive Street Program - The Transportation Commission, in consultation with the Plan Commission, shall review and make recommendations on street improvements as part of the Six-Year Comprehensive Street Program. The Transportation Commission shall review requested exceptions to the Complete Streets Program as required by SMC Chapter 17H.020. Integrated Capital Management shall provide staff support to the Transportation Commission to help fulfill this duty.

D. Transportation Benefit District - The Transportation Commission shall make recommendations to the City Council regarding a comprehensive program for the following programs:

1. Use of Transportation Benefit District (TBD) program funds; and
2. Use of funds allocated by the Street Department for residential/local access street maintenance; and
3. Required investments in pedestrian improvements per SMC 08.16.060.

The Transportation Benefit District (TBD) Administrator and Integrated Capital Management shall provide staff support to the Transportation Commission to help fulfill this duty. The Street Department shall assist with identification of residential/local access streets appropriate for repair.

E. Bicycle Master Plan - The Transportation Commission, in consultation with the Plan Commission and Bicycle Advisory Board, may initiate revisions to the Bicycle Master Plan and recommend projects and policies that support bicycling as a viable and safe

form of transportation in the city of Spokane. The Planning and Economic Development Services Department and Integrated Capital Management shall provide staff support to the Transportation Commission to help fulfill this duty.

F. Pedestrian Master Plan - The Transportation Commission, in consultation with the Plan Commission, shall review and recommend updates to the Pedestrian Master Plan as required by SMC 16A.84.030. The Planning and Economic Development Services Department and Integrated Capital Management shall provide staff support to the Transportation Commission to help fulfill this duty.

G. Parking System - The Transportation Commission shall make recommendations for changing parking rates for on-street parking and recommend policies or projects to improve the parking environment. The Transportation Commission shall make funding recommendations for Parking System Fund eligible projects and activities as prioritized by the City Council in SMC 07.08.130. The City Parking Manager and the Code Enforcement and Parking Services Department shall provide staff support to the Transportation Commission to help fulfill this duty.

H. ((~~Traffic Calming~~)) Spokane Safe Streets for All Program - The Transportation Commission shall make annual recommendations to the City Council on the following:

1. the addition, relocation, or removal of automated traffic safety cameras consistent with Chapter 16A.64 of the Spokane Municipal Code and state law;

2. Recommendations for projects and priorities to be funded by revenues generated from automated traffic safety cameras, consistent with state and local provisions governing the use of such funds; and

3. the operation of the automated safety program and any contracts associated with its implementation.

The Commission may make recommendations more frequently than annually as needed. Nothing in this subsection shall affect camera locations, projects or expenditures previously approved by the City Council as of the effective date of this ordinance. The Manager of Neighborhood Connectivity Initiatives and Integrated Capital Management shall provide staff support to the Transportation Commission to help fulfill these duties.

I. Annual Report – The Transportation Commission shall issue an annual report on the state of transportation in the city of Spokane. This report shall include the status of transportation projects, progress of Complete Streets Implementation, transportation improvement expenditures, revenues, construction schedules, any newly acquired data and predictive analytics, and the status and outcome of any transportation studies. Pursuant to RCW 36.73.160, the report shall satisfy the reporting requirements of the Transportation Benefit District.

J. Annual Work Plan - The Transportation Commission shall establish an annual work plan in consultation with the directors of Integrated Capital Management, Planning and Economic Development Services, Street Department, Code Enforcement and Parking Services, the Transportation Benefit District Administrator, and the Manager of Neighborhood Connectivity Initiatives. The annual work plan shall be adopted by the City Council.

K. At least once per year the Commission shall convene an ad hoc subcommittee, composed of Commission members and city staff, to review the details of all collisions occurring in the prior year that involve vehicles, bicycles and/or pedestrians and which result in death or serious injury on public ways within the City. After such review , the ad hoc subcommittee may propose design modifications to enhance roadway safety. Such recommendations need not be limited to the particular location of the incident and may propose system-wide changes if appropriate. The ad hoc subcommittee shall present its findings to the full commission either separately or as part of an annual report on fatal and serious injuries in the public way.

L. The Commission shall meet no less than once per month, and may meet more frequently as needed or cancel regular meetings as circumstances may dictate.

Section 2. That Section 17H.020.010 of the Spokane Municipal Code is amended to read as follows:

Section 17H.020.010 Purpose

The purpose of the Complete Streets Program is the integration of transportation and land use planning in order to ensure all users are accommodated in the construction of all City transportation improvement projects as outlined in the Comprehensive Plan and detailed in the adopted Bicycle Master Plan, Bicycle Priority Network, Pedestrian Master Plan, and the American with Disabilities Act (ADA) Transition Plan.

Implementation of complete streets planning will create a balanced transportation system that provides safe, accessible, and efficient routes among priority destinations for walking, bicycling, and public transport, that encourages healthy and active living, and that reduces traffic congestion, greenhouse gas emissions, tire particulate pollution, and noise pollution.

Section 3. That there is adopted a new Section 17H.020.015 of the Spokane Municipal Code to read as follows:

Section 17H.020.015 Definitions

For the purpose of this chapter, the following words shall be defined as follows:

Term	Definition
Complete Street	A “Complete Street” is a road designed to be safe for users of all ages and abilities and exhibits a high degree of multimodal level of service informed by various plans adopted by the City of Spokane. The “Complete Street Program” focuses not just on individual roads but on changing the community and engineering decision-making process so that all users are routinely considered during the planning, designing, building, and operating of all roadways.
Street Project	"Street Project" means the construction, reconstruction, retrofit, maintenance, alteration, or repair of any street, and includes the planning, design, approval, and implementation processes, except that "Street Project" does not include minor routine upkeep such as cleaning, sweeping, mowing, spot repair or patching potholes, paving unpaved streets, or interim measures on detour routes. If safety and convenience can be improved within the scope of pavement resurfacing such as grind and overlay and restriping, such projects shall implement Complete Streets as outlined in the adopted Bicycle Master Plan, Bicycle Priority Network, Pedestrian Master Plan and the Americans with Disabilities Act Transition Plan to provide access and increase safety for all users. Grind and overlay and restriping projects shall be limited to striping elements as called for in the Bicycle Master Plan, the Bicycle Priority Network, and the Pedestrian Master Plan. Changes to existing signalization shall not trigger additional Complete Streets elements.
Users	"Users" mean individuals that use streets, including people walking, people using wheeled assisted mobility devices such

	as wheelchairs, people riding bicycles, people using micromobility devices, people driving automobiles, people driving freight delivery vehicles, and people using transit options, people of all ages and abilities, including children, youth, families, older adults, and individuals with disabilities.

Section 4. That Section 17H.020.020 of the Spokane Municipal Code is hereby repealed.

Section 5. That Section 17H.020.030 of the Spokane Municipal Code is amended to read as follows:

Section 17H.020.030 Freight/Truck Routes

Because freight is important to the basic economy of the City and has unique right-of-way needs to support that role, freight will be ((~~the major~~)) a priority on streets classified as truck routes as designated by SMC 12.08.020. Complete Street improvements that are consistent with freight mobility but also support other modes shall be considered for these streets.

Section 6. That Section 17H.020.040 of the Spokane Municipal Code is amended to read as follows:

Section 17H.020.040 Complete Streets Implementation

A. All street projects shall include Complete Streets elements as called for in the Bicycle Master ((~~Bike~~)) Plan, ((~~and~~)) Pedestrian Master Plan, and the Americans with Disabilities Act (ADA) Transition Plan. Complete Streets shall be achieved either through single projects or through a series of smaller improvements or maintenance activities over time. It is the City's intent that all allowable sources of transportation funding be drawn upon to implement Complete Streets projects. ((~~The City believes that maximum financial flexibility is important to implement Complete Streets principles. The City believes a Complete Streets program will increase connectivity for all modes of travel within the City.~~))

B. The implementation of various Complete Streets elements will utilize the ((~~latest and best design criteria and the design of various complete streets components to be implemented shall be based on a context sensitive approach, with the analysis of the street's existing conditions, and the present/future needs for all users.~~)) National Association of City Transportation Officials (NACTO) Design Guidance, including Urban Street Design Guide and Urban Bikeway Design Guide, as well as the American Association of State Highway and Transportation Officials (AASHTO) Guide for the

Development of Bicycle Facilities and other best practices; provided, certain projects may be required to follow the Washington State Department of Transportation (WSDOT) or Federal Highway Administration (FHWA) standards, which may supersede other design standards.

C. Complete Streets components to be implemented shall be based on a context-sensitive approach, using a Safe Systems framework as defined in RCW 47.04.010, with the analysis of the street's existing conditions, and the present and future needs for all users.

D The City will provide continuing education opportunities through various state and national providers, associations, and experts on Complete Streets and urban street design and implementation for identified staff that implement Complete Streets.

Section 7. That Section 17H.020.050 of the Spokane Municipal Code is hereby repealed.

Section 8. That there is adopted a new Section 17H.020.055 of the Spokane Municipal Code to read as follows:

Section 17H.020.055 Limited Exceptions to the Complete Streets Program

A. The following situations are limited exceptions to the Complete Streets Program:

1. Major catastrophic repairs where roadway function has been significantly lost due to situations such as wildfires, sinkholes, flooding, or sudden unanticipated bridge failure.

2. Where a reasonable and equivalent project with a high degree of multimodal level of service that provides transit or active transportation access to the most significant trip generators on the street, along the same corridor, is already programmed to provide Complete Streets elements.

3. When future development has been permitted or is in the process of permitting within the next six years will be required to build frontage improvements with Complete Streets elements.

4. Grind and overlays, chip seals, crack sealing, and similar maintenance projects may not be required to install new curb, gutter or sidewalk for the length of the project, provided new and replacement ADA ramps must be installed with grind and overlays. City staff shall look for opportunities to install smaller improvements, including but not limited to bus boarding pads and crosswalk elements that best fit within the scope and budget of the project.

B. Requested exceptions to the Complete Streets program shall be reviewed by the Transportation Commission, and recommendations regarding exceptions shall be made to the City Council. The City Council must approve exceptions in conjunction with the annual adoption of the 6-Year Street Plan or through a separate Council approval and action on specific project(s). Exceptions requested for major catastrophic repairs may be reviewed by the City Council on an emergency basis without prior review by the Transportation Commission.

Section 9. That Section 17H.020.060 of the Spokane Municipal Code is amended to read as follows:

Section 17H.020.060 Performance Measures

A. Performance measures monitoring the progress of Complete Streets implementation will be ((~~established and an annual progress report which will be submitted~~)) included with the Transportation Commission's annual report to the ((~~city council~~)) City Council.

B. Performance measures established through the Complete Streets program shall utilize existing reporting done for concurrency certification and state and federal grant programs.

C. Performance measures shall include but are not limited to annual fatalities and serious injuries of all modes of travel, measurements of vehicle miles travelled in the city of Spokane, transit boardings in the city of Spokane, annual micromobility trips with a provider under contract with the City of Spokane, and new transit and active transportation facilities built in the city of Spokane.

Section 10. That there is adopted a new Section 17H.020.070 of the Spokane Municipal Code to read as follows:

Section 17H.020.070 Land Use Integration

A. The City's Design Standards shall include context-sensitive elements determined by the adjacent land use.

B. All new or revised land use policies, plans, zoning ordinances, or other relevant documents shall specify how they will support and complement the Complete Streets Program.

Section 11. That there is adopted a new Section 17H.020.080 of the Spokane Municipal Code to read as follows:

Section 17H.020.080 Multijurisdictional Coordination

The City recognizes that multi-jurisdictional contributions are necessary for an effective Complete Streets program and will work cooperatively with the Washington State Department of Transportation, the Spokane Regional Transportation Council, the Spokane Regional Health District, the Spokane Transit Authority, Spokane County Accessible Communities Advisory Committee and surrounding counties, cities, school districts, neighborhood councils, citizens, businesses and other interest groups to implement this chapter.

Section 12. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 13. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

CITY OF SPOKANE PLAN COMMISSION
FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS
REGARDING COMPLETE STREETS ORDINANCE UPDATES

A recommendation of the City of Spokane Plan Commission to the City Council to approve amendments to the City's Unified Development Code. This proposal will amend the City of Spokane's Complete Streets Program; amending Sections 04.40.080, 17H.020.010, 17H.020.030, 17H.020.040, and 17H.020.060; adopting new Sections 17H.020.015, 17H.020.055, 17H.020.070, and 17H.020.080; and repealing Sections 17H.020.020 of the Spokane Municipal Code.

FINDINGS OF FACT:

A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA) as set forth in RCW 36.70A.

B. The proposed text amendments do not significantly alter the outcome and purpose of the Unified Development Code and therefore remain consistent with the City of Spokane's Comprehensive Plan.

C. The Unified Development Code includes community goals that bears a substantial relation to public health, safety, welfare, and protection of the environment. Propose amendments to clarify or correct errors in the Unified Development Code further implement those goals.

D. Public notice and communication began in April 2025 and included the following:

    1. Plan Commission workshops held on April 9 and May 14.

    2. Transportation Commission workshop held April 9. Transportation Commission hearing held May 21.

    3. The issuance of a SEPA Determination of Nonsignificance for code text amendments on May 21, 2025.

    4. For a hearing scheduled for June 11, 2025, legal notices were published to the Spokesman Review on May 28 and June 4, 2025.

E. On April 9 and May 14, the City of Spokane Plan Commission held workshops to discuss draft language, and review and evaluate with City staff alternatives to proposed text changes

F. The City of Spokane Transportation Commission held a workshop on April 9 to discuss draft language, and review and evaluate with City staff alternatives to proposed text changes.

G. On May 21, 2025, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Unified Development Code pursuant to RCW 36.70A.106.

H. A SEPA Determination of Nonsignificance was issued by the director of Planning Services on May 28, 2025, for the proposed text amendments. One comment was received.

I. The proposed text amendments were drafted and reviewed consistent with the requirements of RCW 36.70A.370 to assure protection of private property rights.

J. Amendments to the Unified Development Code Title 17 are subject to the review and recommendation by the City of Spokane Plan Commission.

K. The Plan Commission held a public hearing on June 11, 2025, to obtain public comments on the proposed amendments. One comment was received.

L. The City of Spokane Plan commission adopts the findings and analysis set forth in the staff report prepared for the proposal.

M. The City of Spokane Plan Commission finds that the amendment proposal and SEPA status were noticed in the City Gazette at the time of a Plan Commission workshop as required in SMC 17G.025.010(G).

CONCLUSIONS:

Based upon the draft text amendments, staff report and analysis (which is hereby incorporated into these findings, conclusions, and recommendations), SEPA review, agency and public comments received, and public testimony presented, the Spokane Plan Commission makes the following conclusions with respect to the proposed Complete Streets Ordinance Update:

1. The Plan Commission finds that the proposed amendments bear a substantial relation to the public health, safety, welfare, and protection of the environment pursuant to the requirements outlined in SMC 17G.025.010(G).
2. The proposed text amendments will implement the goals and policies of the City of Spokane Comprehensive Plan.
3. Interested agencies and the public have had opportunities to participate throughout the process and persons desiring to comment were given an opportunity to comment.
4. The Plan Commission finds that the proposed amendments are consistent with the applicable provisions of the Comprehensive Plan.

RECOMMENDATION:

In the matter of the ordinances pertaining to the proposed text amendments, amending the Unified Development Code of the City of Spokane.

By vote of two in favor to six not in favor, the Spokane Plan Commission takes the following actions:

1. **DOES NOT RECOMMEND** that City staff review Mr. Kropp's language suggestions for sections 17H.020.055(A)(1), 17H.020.055(A)(2), 17H.020.055(A)(3), and 17H.020.055(A)(4).

As based on the above listed findings and conclusions, by vote of seven in favor to zero not in favor, and one abstention, the Spokane Plan Commission takes the following actions:

1. Recommends to the Spokane City Council the **APPROVAL** of the proposal, amending Sections 04.40.080, 17H.020.010, 17H.020.030, 17H.020.040, and 17H.020.060; adopting new Sections 17H.020.015, 17H.020.055, 17H.020.070, and 17H.020.080; and repealing Sections 17H.020.020
2. Authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Plan Commission's findings, conclusions, and recommendations on the proposed amendments.

Ryan Patterson, Vice President
Spokane Plan Commission

Date: 23/06/25

PC Findings and Conclusions Complete Streets Ordinance Update 20250619

Final Audit Report 2025-06-23

Created:	2025-06-23
By:	Angela McCall (amccall@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVsMtiCaexxPCiMm6f-_4P0e4Ej_Ip-4i

"PC Findings and Conclusions Complete Streets Ordinance Update 20250619" History

Document created by Angela McCall (amccall@spokanecity.org)
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Agreement completed.
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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/23/2025

Committee Agenda type: Discussion

Council Meeting Date: 07/14/2025

Date Rec'd	6/18/2025
Clerk's File #	ORD C36721
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL		
Contact Name/Phone	CM PAUL 625-6254		
Contact E-Mail	PDILLON@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0320 ORDINANCE RELATING TO ALCOHOL SIGNAGE		

Agenda Wording

An Ordinance relating to alcohol advertising regulations established by the Washington State Liquor Control Board; adopting a new Chapter 10.63 to the Spokane Municipal Code and setting an effective date

Summary (Background)

This ordinance relates to alcohol advertising regulations, and exempts licensed retail outlets in the City of Spokane from provisions in the Washington Administrative Code that restrict the number and size of signs referring to alcoholic beverages, brand names, or manufacturers affixed to or hanging in the windows and on the outside of the premises.

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?

Not applicable

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Not applicable

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Signage would still be governed by signage requirements in SMC 17C.240, to the extent applicable.

Council Subcommittee Review

Not applicable

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List

ORDINANCE NO. C36721

An Ordinance relating to alcohol advertising regulations established by the Washington State Liquor Control Board; adopting a new Chapter 10.63 to the Spokane Municipal Code and setting an effective date.

WHEREAS, the Washington State Liquor Control Board (LCB) has established administrative regulations in Washington Administrative Code (WAC) 314-52 that regulate advertising by licensed retail outlets, which regulations are intended to promote public safety; and

WHEREAS, pursuant to WAC 314-52-070, the LCB limits each licensed retail licensed premises to a total of four outdoor advertising signs, totaling no more than 1,600 square inches, and which refer to alcoholic beverages, brand names, or manufacturers; and

WHEREAS, WAC 314-52-070 (2) specifically provides that a local jurisdiction has the option to exempt liquor licenses located within that local jurisdiction from the limitation on the number of signs regulated under WAC 314-52-070 or other applicable sections of the WAC;

NOW, THEREFORE, the City Council of the City of Spokane, Washington, does ordain as follows:

Section. 1. That there is added a new Chapter 10.63 to read as follows:

10.63 - Alcohol Advertising Signage Regulations

10.63.010 Retail Alcohol Advertising Signage

Premises located within the City of Spokane and licensed by the Washington State Liquor Control Board to sell alcohol are exempt from all provisions in Washington Administrative Code (WAC) 314-52-070 (2) restricting the number and size of signs referring to alcoholic beverages, brand names, or manufacturers that are affixed or hanging in the windows and on the outside of the premises. Premises so licensed remain subject to the sign regulations contained in Chapter 17C.240 of the Spokane Municipal Code to the extent applicable. All other provisions of WAC 314-52-070 shall remain in effect. As used herein, the term “premises” shall be as defined in WAC 314-01-005 and used in WAC 314-52-070.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of

competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 4. Effective Date. This ordinance shall be effective _____, 2025 or on that date set forth in Section 19.B of the Spokane City Charter, whichever is later.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

ORD C36721 (DILLON AMENDMENT)(07-03-25)

1. Strike the existing title and insert the following in its place:

An Ordinance relating to alcohol advertising regulations established by the Washington State Liquor Control Board, and adopting a new Chapter 10.63 to the Spokane Municipal Code.

2. Strike Section 4 of the ordinance.

PURPOSE OF AMENDMENT: This amendment strikes the language setting a special effective date for the ordinance and makes a corresponding change to the title.

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/23/2025

Committee Agenda type: Discussion

Council Meeting Date: 07/14/2025

Date Rec'd	6/19/2025		
Clerk's File #	ORD C36723		
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	PAUL DILLON 625-6254	**Requisition #**	
Contact E-Mail	PDILLON@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	0320 ORDINANCE RELATING PUBLIC WORKS PROJECTS ABOVE $5 MILLION		

Agenda Wording

Ordinance titled "Public Dollars For Public Benefit," relating to City public works; enacting a new Article XI, Chapter 07.06.800 of the Spokane Municipal Code, and setting an effective date.

Summary (Background)

This ordinance is titled "Public Dollars For Public Benefit," and relates to City public works projects, develops a model community workforce agreement and priority hiring policy to promote training and career opportunities for individuals in the construction trades; establishes priorities for the hiring of residents in economically distressed areas; and directs the Finance Department to execute a project labor agreement for public works projects estimated to cost $5 million or more.

What impacts would the proposal have on historically excluded communities?

Not yet analyzed, although the ordinance is expected to improve job opportunities among individuals in historically excluded communities on public works projects.

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 fully analyzed, although the ordinance calls for annual reporting to the Mayor and council that will presumably include such data.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Not fully analyzed, although the ordinance calls for annual reporting to the Mayor and council that will presumably include such data.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Not yet analyzed

Council Subcommittee Review

Not applicable

Fiscal Impact	
Approved in Current Year Budget?	NO
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

There is anticipated to be administrative costs associated with this ordinance, but those costs have not been analyzed as yet

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List	
	mboston@spokanecity.org
jnechanicky@spokanecity.org	

ORDINANCE NO. C36723

An ordinance titled “Public Dollars For Public Benefit,” relating to City public works; enacting a new Article XI, Chapter 07.06.800 of the Spokane Municipal Code, and setting an effective date.

WHEREAS, the City of Spokane funds and contracts for construction projects to construct, repair and maintain municipal facilities and infrastructure; and

WHEREAS, the City of Spokane protects the City and public interest by ensuring all such projects under its purview are constructed and administered in accordance with plans, specifications, contract provisions, and provisions protecting the social and economic justice policies of the City; and

WHEREAS, the City of Spokane will continue major construction project bids and awards in future years; and

WHEREAS, Washington is facing a critical workforce gap in an economy where the state is poised to see growing demand for eligible employees trained in industry sectors, specifically construction and skilled trades; and

WHEREAS, the City of Spokane is a strong supporter of and has found construction job training programs, including apprentice and pre-apprenticeship programs, to be an effective way to prepare individuals for entry into construction jobs, and to ensure women, people of color, and otherwise vulnerable individuals, particularly those who are Spokane residents, can acquire the necessary job skills and be prepared to successfully pursue construction careers; and

WHEREAS the City of Spokane supports the aspirations and wellbeing of all of our families and creating increased opportunities for all of our children to work, play and stay in Spokane; and

WHEREAS, the City of Spokane commits to the participating in the training of the workforce of tomorrow, ensuring equal opportunity and access for underrepresented communities seeking to develop job skills in the building trades, and creating and building a sustainable environment that improves the health of our families, our workforce, and our community; and

WHEREAS, the City of Spokane is committed to strengthening the promise of the “Helmets to Hardhats” strategy to provide increased employment opportunities for veterans; and

WHEREAS, the City Council seeks to increase and enhance the skilled construction labor force for City public works, utilizing a Project Labor Agreement (PLA) and strategies to recruit individuals who are underrepresented in the construction trades into training and job placements especially those individuals residing in economically distressed areas of Spokane; and

WHEREAS, Community Workforce Agreements and Project Labor Agreements are known to prevent waste, maximize public return, ensure equity while delivering measurable benefits to workers, communities, and taxpayers; and

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That a new Article XI, Chapter 07.06.800 of the Spokane Municipal Code is created to read as follows:

Article XI – Priority Hire Program

Section 07.06.800 Title and Intent

Section 07.06.810 Definitions

Section 07.06.820 Community Workforce Agreement

Section 7.06.830 Priority Hire Program

Section 07.06.840 Project labor Agreement

Section 07.06.850 Program Evaluation

Section 07.06.860 Program Compliance

Section 07.06.870 Exceptions and Waivers

Section 07.06.880 Regulations

Section 07.06.800 Title and Intent

This Chapter 07.06.800 shall be known as the “Public Dollars For Public Benefit Act”. The intent of this act is to develop a model community workforce agreement and priority hire policy to promote training and career opportunities for individuals in the construction trades and to establish priorities for the hiring of residents in economically distressed areas. The City is directed to execute a project labor agreement for public works projects estimated to cost $5 million or more.

Section 07.06.810 Definitions

Where used in this chapter, unless the context clearly requires otherwise, the following terms shall have the meaning and construction set forth herein:

A. “Apprentice” means a person who has signed a written apprenticeship agreement with and enrolled in an active registered apprenticeship program approved by the Washington state Apprenticeship and Training Council.

B. “Community workforce agreement” means an executed agreement signed by the City of Spokane, and representatives of the NE Washington/N Idaho Building & Construction Trades Council, and other labor organizations, as applicable, under this chapter. The community workforce agreement is a project labor agreement for a single construction project that contains terms and conditions for priority hiring and preferred entry requirements.

C. “Contractor” means a person or business entity that enters into a contract with the city or a subcontractor performing services under such a contract. A contractor employs individuals to perform work on construction projects, including general contractors, subcontractors of all tiers and both union and nonunion entities.

D. “Economically distressed area” means a geographic area within the City of Spokane, as defined zip code, and found by the city to be in the top thirty percent of all zip codes in the City of Spokane in terms of the concentration of individuals who meet at least two of the following criteria:

    a. have income at or below two hundred percent of the federal poverty level;

    b. are unemployed;

    c. or are at least twenty-five years old and without a college degree.

    The City may add zip codes that meet these criteria for construction projects that are part of the city’s wastewater service area in the City of Spokane. The City may adjust the list of economically distressed areas in order to enhance regional uniformity with other local jurisdictions implementing priority hire programs.

E. “Good faith efforts” means a reasonable and sincere effort made by the contractor and its subcontractor to meet the established apprentice requirement, priority hiring requirement and other hiring goals.

F. “Helmets to Hardhats” means the nationwide program that is administered by the Center for Military Recruitment, Assessment and Veterans Employment, a nonprofit corporation that connects National Guard, Reserve, retired and transitioning active-duty military service members with skilled training and quality career opportunities in the construction industry.

G. “Journey level” means that an individual has successfully completed a State approved apprenticeship program and has the necessary skills and knowledge of

an occupation, or documented on-the-job work experience, that is recognized by any combination of a State registration agency or a Federal registration agency. To be “journey level”, practical experience must be equal to or greater than the term of the apprenticeship.

H. “Labor hours” refers to the total number of hours worked by workers receiving an hourly wage who are directly employed by the contractor and all subcontractors on a county public works project.

I. “Model community workforce agreement” means a standardized project labor agreement that would be anticipated to apply to all construction projects required to utilize priority hire under this chapter and sets forth terms and conditions for hiring requirements to include priority hire workers, signed by the city and representatives of the NE Washington/N Idaho Building & Construction Trades Council, and other labor organizations, as applicable.

J. “Pre-apprentice graduate” means an individual who successfully completed a State recognized pre-apprenticeship program and is readily available to enter a registered apprenticeship program or has been accepted into a Washington State registered apprenticeship program, including individuals who are completing the first or second year of apprenticeship training.

K. “Pre-apprenticeship program” means an education-based apprenticeship preparation program that is formally recognized by the Washington State Apprenticeship and Training Council and endorsed by one or more registered apprenticeship sponsor with a focus on educating and training students to meet or exceed minimum qualifications for entry into a registered apprenticeship program.

L. “Pre-construction meeting” means a meeting held between the City, builders, contractors, subcontractors, and other essential personnel prior to a construction project’s start date to go over important information, such as, but not limited to project timelines, permits, goals, establishing of authority, communication, responsibility clarification, schedules, cost estimates, quality control, key stakeholders, and job site safety.

M. “Preferred entry” means a program provided as part of a project labor agreement or a community workforce agreement that allows pre-apprentice graduates and veterans entry into a registered apprenticeship program ahead of other applicants.

N. “Priority hire program” means the program created in this chapter to prioritize the recruitment and placement of priority hire workers for training and employment in the construction trades on public works projects where the estimated cost to construct is over five million dollars.

O. “Priority hire worker” means an individual prioritized for recruitment, training, and employment opportunities because the individual is:

1. a resident of an economically distressed area;
2. A graduate of a pre-apprenticeship preparation educational and hands-on training course (or equivalent); or
3. A person of color, woman, formerly justice-involved, tribal member, formerly unhoused, or veteran.

P. “Project labor agreement” means an executed agreement between the city or designee, on behalf of the city, and one or more labor unions that represent workers who typically perform on city public works projects, that provide standards for work hours, wages, working conditions, safety conditions, union representation, apprenticeship requirements and settlement of disputes procedures.

Q. “Public works” or “public works project” refers to city construction projects, including parks and libraries, with an estimated cost to construct of five million dollars ($5,000,000) or more. Public works contracts shall not be fragmented to avoid the requirements of this chapter.

R. “Registered apprenticeship program” means an apprenticeship program that is approved by the Washington State Apprenticeship and Training Council. Registered apprenticeship programs may include both union and non-union programs.

Section 07.06.820 Model Community Workforce Agreement

A. The City of Spokane shall develop a model community workforce agreement and shall make a good faith effort to negotiate and execute the model community workforce agreement for each public works construction project requiring the utilization of priority hire under this chapter. The model community workforce agreement shall:

1. Include terms and conditions for the utilization of priority hire and preferred entry workers;
2. Require that a minimum twenty percent (20%) of all priority hire labor hours in each trade on a construction project requiring the utilization of priority hire under this chapter be performed by a combination of preferred entry and priority hire candidates. Labor hours completed by priority hire and preferred entry apprentices pursuant to a community workforce agreement may also be counted towards fulfillment of

apprenticeship labor hour requirements under an apprentice utilization plan as described in SMC 07.06.750;

3. Include provisions for pre-construction meetings;
4. Include provisions to ensure a respectful workplace that is inclusive and focuses on nondiscrimination and antiharassment behaviors and provides procedures for workers to address concerns;
5. Include provision for the recruitment, retention and mentoring of construction workers, including priority hire and preferred entry workers, and workers who reside in the City of Spokane as they advance from apprentice positions into journey level positions;
6. Include an order of precedence provision that includes any applicable collective bargaining agreements in the order of precedence after the model community workforce agreement;
7. Where free and ample parking is not available at a public works construction project, include provisions to ensure vehicle parking at or nearby, or alternatively, at a dedicated parking area from which the contractor provides transportation, all at no cost to workers;
8. Include provisions to ensure access to childcare and/or a plan to provide affordable childcare for workers;
9. Be structured so as to streamline paperwork and reporting requirements; and
10. Include a multi-employer retirement plan and full family medical plan for workers.

B. If the City of Spokane is unable to negotiate and execute a model community workforce agreement despite good faith efforts, the City will develop and execute a community workforce agreement specific to each public works project, which must contain terms and conditions for the use of priority hire workers and preferred entry workers as well as provisions related to a respectful workplace.

C. Contractors who submit work bids on public works construction projects requiring the utilization of priority hire under this chapter shall evidence good faith efforts that the contractor can reasonably make to meet the requirements of this chapter, including the percentage labor hour requirements, that are consistent with the terms and conditions set forth in the applicable community workforce agreement.

Section 07.06.830 Priority Hire Program

To administer the Priority Hire program, the City of Spokane shall:

A. Analyze the indicators for economically distressed areas and prepare a list of zip codes that are found to be economically distressed areas and update that list at least once every five years. Any changes proposed by the manager to the criteria for determining economically distressed areas are subject to approval by public rule;

B. Provide technical assistance to contractors on the recruitment and reporting requirements of the priority hire program to promote participation in the priority hire programs; and

C. Develop a prompt-payment program for subcontractors performing services for a contractor to lower the burden of participation in the priority hire program, based on an assessment of the effectiveness of existing payment programs. The prompt-payment program may include features such as revolving fund or other mechanism to provide cash flow relief for payments to the general contractor or sub-contractor.

Section 07.06.840 Project Labor Agreement

The City of Spokane shall negotiate and execute a Project Labor Agreement (PLA) that applies to all covered public works projects other than projects deemed an exception under this chapter, with the NE Washington/N Idaho Building & Construction Trades Council. The PLA shall comply with and include the applicable terms of this ordinance and any applicable rules and standards developed by the City of Spokane. The PLA shall require that all Contractors agree to abide by the terms of the PLA to compete and serve on the covered public works project.

Section 07.06.850 Program Evaluation

A. The City of Spokane shall establish benchmarks and metrics to evaluate the priority hire program, such as project costs; completion times; workplace safety; utilization rates and graduation rates of priority workers, women and racial minorities from pre apprentice and apprentice training programs; and changes in the percentage of dollars paid to WMBE contractors working on covered projects. Metrics should also include the economic impact and the return on investment resulting from implementing the Community Workforce Agreement.

B. The City of Spokane shall report findings to the Mayor and the Spokane City Council annually and make these findings available on a public dashboard.

C. The Mayor and City Council will review program results during 2028 to determine if the program should be expanded or amended by increasing or decreasing thresholds.

Section 07.06.860 Program Compliance

The Administration shall implement a system for monitoring the use of apprentices and priority hire workers in construction projects subject to this chapter. Such monitoring may include identifying individual apprentices and priority hire workers by apprenticeship registration number, reviewing documents provided by the contractor, determining the apprentice and priority hire hours worked by minorities, women, and veterans; and assessing whether the contractor has complied with the apprenticeship or priority hire requirement established in the negotiated contract.

Section 07.06.870 Exceptions and Waivers

A. During the term of a construction contract subject to this chapter, the City of Spokane may reduce or waive the apprentice and/or priority hire labor hour goals upon their determination that at least three of the below conditions are met as documented by the contractor and reviewed by the executive or designee:

1. The contractor has demonstrated that it has utilized good faith efforts to meet the established percentage requirement but remains unable to fulfill the goal'
2. In order to meet the requirement, the contractor will be forced to displace members of its workforce;
3. The reasonable and necessary requirements of the contract render apprentice or priority hire utilization infeasible at the required levels;
4. The contractor has demonstrated in writing that it has contacted the trade-specific registered apprenticeship program or attempted to hire priority hire workers, yet an insufficient number of apprentices or priority hire workers are available to meet the contract requirements; or
5. The contractor has demonstrated that it has met or is meeting apprenticeship or priority hire requirements on all existing city construction projects during the 12 months prior to execution of a new contract with the city.

Section 07.06.880 Regulations

Chapter _____ of the Spokane Municipal Code shall apply to all rules, regulations and administrative procedures that are promulgated, modified, or enforced under this Chapter.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 4. Effective Date. This ordinance shall be effective _____, 2025 or on that date set forth in Section 19.B of the Spokane City Charter, whichever is later.

PASSED by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Strike Section 1 of the ordinance and insert the following in its place:

Section 1. That a new Article XI, Chapter 07.06.800 of the Spokane Municipal Code is created to read as follows:

Article XI – Priority Hire Program

Section 07.06.800 Title and Intent

Section 07.06.810 Definitions

Section 07.06.820 Community Workforce Agreement

Section 7.06.830 Priority Hire Program

Section 07.06.840 Project labor Agreement

Section 07.06.850 Program Evaluation

Section 07.06.860 Program Compliance

Section 07.06.870 Exceptions and Waivers

Section 07.06.880 Penalty

Section 07.06.800 Title and Intent

This Chapter 07.06.800 shall be known as the “Public Dollars For Public Benefit Act”. The intent of this act is to develop a model community workforce agreement and priority hire policy to promote training and career opportunities for individuals in the construction trades and to establish priorities for the hiring of residents in economically distressed areas. The City is directed to execute a project labor agreement for public works projects estimated to cost $5 million or more.

Section 07.06.810 Definitions

Where used in this chapter, unless the context clearly requires otherwise, the following terms shall have the meaning and construction set forth herein:

A. “Apprentice” means a person who has signed a written apprenticeship agreement with and enrolled in an active registered apprenticeship program approved by the Washington state Apprenticeship and Training Council.

B. “Community workforce agreement” means an executed agreement signed by the City of Spokane, and representatives of the NE Washington/N Idaho Building & Construction Trades Council, and other labor organizations, as applicable, under this chapter. The community workforce agreement is a project labor agreement for a single construction project that contains terms and conditions for priority hiring and preferred entry requirements.

C. “Contractor” means a person or business entity that enters into a contract with the city or a subcontractor performing services under such a contract. A contractor employs individuals to perform work on construction projects, including general contractors, subcontractors of all tiers and both union and nonunion entities.

D. “Economically distressed area” means a geographic area within the City of Spokane, as defined zip code, and found by the city to be in the top thirty percent of all zip codes in the City of Spokane in terms of the concentration of individuals who meet at least two of the following criteria:

   a. have income at or below two hundred percent of the federal poverty level;

   b. are unemployed;

   c. or are at least twenty-five years old and without a college degree.

   The City may add zip codes that meet these criteria for construction projects that are part of the city’s wastewater service area in the City of Spokane. The City may adjust the list of economically distressed areas in order to enhance regional uniformity with other local jurisdictions implementing priority hire programs.

E. “Good faith efforts” means a reasonable and sincere effort made by the contractor and its subcontractor to meet the established apprentice requirement, priority hiring requirement and other hiring goals. This effort will be documented using a standardized method, signed by the contractor representative and craft labor representatives(s).

F. “Helmets to Hardhats” means the nationwide program that is administered by the Center for Military Recruitment, Assessment and Veterans Employment, a nonprofit corporation that connects National Guard, Reserve, retired and transitioning active-duty military service members with skilled training and quality career opportunities in the construction industry.

G. “Journey level” means that an individual has successfully completed a State approved apprenticeship program and has the necessary skills and knowledge of an occupation, or documented on-the-job work experience, that is recognized by any combination of a State registration agency or a Federal registration agency. To be “journey level”, practical experience must be equal to or greater than the term of the apprenticeship.

H. “Labor hours” refers to the total number of hours worked by workers receiving an hourly wage who are directly employed by the contractor and all subcontractors on a county public works project.

I. “Model community workforce agreement” means a standardized project labor agreement that would be anticipated to apply to all construction projects required to utilize priority hire under this chapter and sets forth terms and conditions for hiring requirements to include priority hire workers, signed by the city and representatives of the NE Washington/N Idaho Building & Construction Trades Council, and other labor organizations, as applicable.

J. “Pre-apprentice graduate” means an individual who successfully completed a State recognized pre-apprenticeship program and is readily available to enter a registered apprenticeship program or has been accepted into a Washington State registered apprenticeship program, including individuals who are completing the first or second year of apprenticeship training.

K. “Pre-apprenticeship program” means an education-based apprenticeship preparation program that is formally recognized by the Washington State Apprenticeship and Training Council and endorsed by one or more registered apprenticeship sponsor with a focus on educating and training students to meet or exceed minimum qualifications for entry into a registered apprenticeship program.

L. “Pre-construction meeting” means a meeting held between the City, builders, contractors, subcontractors, and other essential personnel prior to a construction project’s start date to go over important information, such as, but not limited to project timelines, permits, goals, establishing of authority, communication, responsibility clarification, schedules, cost estimates, quality control, key stakeholders, and job site safety.

M. “Preferred entry” means a program provided as part of a project labor agreement or a community workforce agreement that allows pre-apprentice graduates and veterans entry into a registered apprenticeship program ahead of other applicants.

N. “Priority hire program” means the program created in this chapter to prioritize the recruitment and placement of priority hire workers for training and employment in the construction trades on public works projects where the estimated cost to construct is over five million dollars.

O. “Priority hire worker” means an individual prioritized for recruitment, training, and employment opportunities because the individual meets any one or more of the following criteria:

1. a resident of an economically distressed area;
2. A graduate of a state registered pre-apprenticeship program; or

3. A person of color, woman, formerly justice-involved, tribal member, unhoused, or veteran.

P. "Project labor agreement" means an executed agreement between the city or designee, on behalf of the city~~,~~ and the NE Washington/N Idaho Building & Construction Trades Council, that provide standards for work hours, wages, working conditions, safety conditions, union representation, apprenticeship requirements and settlement of disputes procedures.

Q. "Public works" or "public works project" refers to city construction projects, including parks and libraries, with an estimated cost to construct of five million dollars ($5,000,000) or more, including all phases of multi-phase projects. Public works contracts shall not be fragmented to avoid the requirements of this chapter.

R. "Registered apprenticeship program" means an apprenticeship program that is approved by the Washington State Apprenticeship and Training Council. Registered apprenticeship programs may include both union and non-union programs.

Section 07.06.820 Model Community Workforce Agreement

A. The City of Spokane shall develop a model community workforce agreement and shall make a good faith effort to negotiate and execute the model community workforce agreement for each public works construction project requiring the utilization of priority hire under this chapter. The model community workforce agreement shall:

1. Include terms and conditions for the utilization of priority hire and preferred entry workers;
2. Require that a minimum twenty five (25%) percent of all labor hours in each trade on a construction project requiring the utilization of priority hire under this chapter be performed by~~–~~apprentices pursuant to a community workforce agreement may also be counted towards fulfillment of apprenticeship labor hour requirements under an apprentice utilization plan as described in SMC 07.06.750;
3. Include provisions for pre-construction meetings;
4. Include provisions to ensure a respectful workplace that is inclusive and focuses on nondiscrimination and antiharassment behaviors and provides procedures for workers to address concerns;
5. Include provision for the recruitment, retention and mentoring of construction workers, including priority hire and preferred entry workers,

and workers who reside in the City of Spokane as they advance from apprentice positions into journey level positions;

6. Include an order of precedence provision that includes any applicable collective bargaining agreements in the order of precedence after the model community workforce agreement;
7. Where free and ample parking is not available at a public works construction project, include provisions to ensure vehicle parking at or nearby, or alternatively, at a dedicated parking area from which the contractor provides transportation, all at no cost to workers;
8. Be structured to streamline paperwork and reporting requirements; and
9. Include a multi-employer retirement plan and full family medical plan for workers.

B. If the City of Spokane is unable to negotiate and execute a model community workforce agreement despite good faith efforts, the City will develop and execute a community workforce agreement specific to each public works project, which must contain terms and conditions for the use of priority hire workers as well as provisions related to a respectful workplace.

C. Contractors who submit work bids on public works construction projects requiring the utilization of priority hire under this chapter shall evidence good faith efforts that the contractor can reasonably make to meet the requirements of this chapter, including the percentage labor hour requirements, that are consistent with the terms and conditions set forth in the applicable community workforce agreement.

Section 07.06.830 Priority Hire Program

To administer the Priority Hire program, the City of Spokane shall:

A. Analyze the indicators for economically distressed areas and prepare a list of zip codes that are found to be economically distressed areas and update that list at least once every five years. Any changes proposed by the manager to the criteria for determining economically distressed areas are subject to approval by public rule;

B. Provide technical assistance to contractors on the recruitment and reporting requirements of the priority hire program to promote participation in the priority hire programs; and

C. Develop a prompt-payment program for subcontractors performing services for a contractor to lower the burden of participation in the priority hire program, based on an assessment of the effectiveness of existing payment programs. The prompt-payment program may include features such as revolving fund or other mechanism to provide cash flow relief for payments to the general contractor or sub-contractor.

Section 07.06.840 Project Labor Agreement

The City of Spokane shall negotiate and execute a Project Labor Agreement (PLA) that applies to all covered public works projects other than projects deemed an exception under this chapter, with the NE Washington/N Idaho Building & Construction Trades Council. The PLA shall comply with and include the applicable terms of this ordinance and any applicable rules and standards developed by the City of Spokane. The PLA shall require that all Contractors agree to abide by the terms of the PLA to compete and serve on the covered public works project.

The following shall be considered during negotiations.

A. The City of Spokane shall include a requirement in the PLA that a minimum of twenty-five (25%) percent of all labor hours in each trade on a construction project requiring the utilization of priority hire under this chapter be performed by priority hire candidates.

B. The City of Spokane shall establish provisions within the PLA that encourage open-shop subcontractors to compete and participate in covered projects, including reimbursing existing employer sponsored dual-benefit health and pension costs paid by open shop contractors, which are determined by the city to be compliant with usual benefits as defined in WAC 296-127-014.

C. The PLA shall permit a contractor to employ as many as five core employees on each contract in a covered project, provided the core employees meet the core employee criteria set forth in the PLA. Open shop contractors are allowed to select and hire up to five core employees before filling any further hiring needs through dispatch. Open shop contractors must notify the union and identify their core employees. The City of Spokane has authority, at any time, to verify that the employees meet the definition of core employee as established in the PLA.

D. The PLA shall include full family healthcare and multi-employer retirement for all workers.

E. No worker shall be required to become a member of a union to be eligible for employment on a project under a PLA with the City of Spokane. No contractor

shall be required to become affiliated with a union to be eligible for work on a project under a PLA with the City of Spokane.

F. The City of Spokane may provide technical assistance to a Women or Minority Business Enterprise (WMBE) and open shop contractors in transitioning to a PLA environment.

G. All craft jurisdictions under the PLA will be defined under WAC 296.127.

Section 07.06.850 Program Evaluation

A. The City of Spokane shall establish benchmarks and metrics to evaluate the priority hire program, such as project costs; completion times; workplace safety; utilization rates and graduation rates of priority workers, women and racial minorities from pre apprentice and apprentice training programs; and changes in the percentage of dollars paid to WMBE contractors working on covered projects. Metrics should also include the economic impact and the return on investment resulting from implementing the Community Workforce Agreement.

B. The City of Spokane shall report findings to the Mayor and the Spokane City Council annually and make these findings available on a public dashboard.

C. The Mayor and City Council will review program results during 2028 to determine if the program should be expanded or amended by increasing or decreasing thresholds.

Section 07.06.860 Program Compliance

The Administration shall implement a system for monitoring the use of apprentices and priority hire workers in construction projects subject to this chapter. Such monitoring may include identifying individual apprentices and priority hire workers by apprenticeship registration number, reviewing standardized documents provided by the contractor, determining the apprentice and priority hire hours worked by minorities, women, and veterans; and assessing whether the contractor has complied with the apprenticeship or priority hire requirement established in the negotiated contract.

Section 07.06.870 Exceptions and Waivers

A. During the term of a construction contract subject to this chapter, the City of Spokane may reduce or waive the apprentice and/or priority hire labor hour goals upon their determination that at least three of the below conditions are met as documented by the contractor and reviewed by the executive or designee:

1. The contractor has demonstrated that it has utilized good faith efforts to meet the established percentage requirement but remains unable to fulfill the goal’

2. In order to meet the requirement, the contractor will be forced to displace members of its workforce;
3. The reasonable and necessary requirements of the contract render apprentice or priority hire utilization infeasible at the required levels;
4. The contractor has demonstrated in writing that it has contacted the trade-specific registered apprenticeship program or attempted to hire priority hire workers, yet an insufficient number of apprentices or priority hire workers are available to meet the contract requirements; or
5. The contractor has demonstrated that it has met or is meeting apprenticeship or priority hire requirements on all existing city construction projects during the 12 months prior to execution of a new contract with the city.

Section 07.06.880 Penalty

A. For each unmet labor hour required by this Article X, there shall be imposed a penalty equal to thirty percent (30%) of the highest paid craft hourly rate on the Public Works project as determined by prevailing wages on each contractor who violates the provisions of this article. For a second violation within five years of the first violation, the penalty shall be sixty percent (60%), and for a third or subsequent violation within five years of the first violation, the penalty shall be ninety percent (90%). General contractors shall only be liable for penalties based on their failure to meet the “per craft” requirements established in SMC 07.06.720(A).
B. The specific facts and circumstances and the existence and extent of any good faith efforts to comply shall be considered when determining whether a contractor is subject to debarment under SMC 07.06.610(B).
C. The City Administrator shall dedicate all revenues derived from penalties imposed for violation of this Article X to grants to state-approved pre-apprenticeship programs to assist minorities, women, and residents of CEZs as defined in this Article X.

PURPOSE OF AMENDMENT: This amendment (1) removes the child care requirement from the Model Community Workforce Agreement, (2) require that a minimum twenty-five (25%) rather than twenty percent (20%) of all priority hire labor hours in each trade on a construction project utilize priority hires, (3) adds additional considerations during Project Labor Agreement negotiations and aligns definitions with Washington Administrative Code, and (4) adds penalties that mirror those in the City’s existing apprenticeship program.

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/23/2025

Committee Agenda type: Discussion

Council Meeting Date: 07/14/2025

Date Rec'd	6/13/2025		
Clerk's File #	ORD C36722		
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 BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0520 ORDINANCE RELATING TO IMPREST FUNDS AMENDING CHAPTER 07.03		

Agenda Wording

This ordinance repeals closed accounts.

Summary (Background)

City departments utilize fixed-amount imprest accounts for making routine cash payments.

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

Council Subcommittee Review

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Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	SCOTT, ALEXANDER		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	amcdaniel@spokanecity.org
cbaird@spokanecity.org	jhall@spokanecity.org

ORDINANCE NO. C36722

An ordinance relating to Imprest Funds; amending Sections 07.03.020, 07.03.040; Repealing Sections 07.03.050, 07.03.060, 07.03.070, 07.03.075, 07.03.090, 07.03.095, 07.03.100, 07.03.110, 07.03.112, 07.03.120, 07.03.121, 07.03.122, 07.03.123, 07.03.150, 07.03.151, 07.03.152, 07.03.153, 07.03.154, 07.03.155, 07.03.162, 07.03.170, 07.03.171, 07.03.190, 07.03.200, and 07.03.230 of the Spokane Municipal Code.

WHEREAS, certain City departments utilize fixed-amount imprest accounts for making routine cash payments; and

WHEREAS, the last review and update to this ordinance was ten years ago; and

WHEREAS, after review by Administration staff, this ordinance repeals closed accounts, places each fund into a table, and updates position titles.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.03.020 of the Spokane Municipal Code is amended to read as follows:

Section 07.03.020 Amount

A. The amount of any imprest fund shall not exceed the amount fixed in the ((~~establishing ordinance.~~)) table below:

Department	Amount not to exceed
Accounting and Grants Department Imprest Fund	$1,000.00
City Attorney Imprest Fund	$1,000.00
Development Services Center Imprest Fund	$1,500.00
My Spokane Imprest Fund	$4,800.00
Parks and Recreation Imprest Fund	$2,500.00
Parks and Recreation Imprest Fund – Riverfront Park	$25,000.00
Risk Management Imprest Fund	$300,000.00
Solid Waste Collection Department Imprest Fund	$200.00
Solid Waste Disposal Department Imprest Fund	$9,000.00
Spokane Fire Department Imprest Fund	$700.00
Spokane Municipal Court Imprest Fund	$1,300.00
Spokane Municipal Court Imprest Fund – Parking Violations	$300.00
Spokane Police Department Imprest Fund – Administration	$1,500.00
Spokane Police Department Imprest Fund – Investigations	$60,000.00
Spokane Police Department Imprest Fund - Patrol Anti-Crime Team (PACT)	$10,000.00

Spokane Police Department Imprest Fund – Records	$3,000.00
Spokane Police Department – Travel Expense Cash Advance Fund	$20,000.00
Spokane Public Library – Imprest Fund	$3,000.00
Spokane Public Library – Travel Expense Cash Advance Fund	$10,000.00
Street Department Imprest Fund	$500.00
Water and Hydroelectric Services Department Imprest Fund	$1,000.00

B. The ((~~mayor~~)) Mayor may increase, subject to subsection (A) of this section, or decrease the amount in an imprest fund from time to time.

Section 2. That Section 07.03.040 of the Spokane Municipal Code is amended to read as follows:

Section 07.03.040 Rules and Regulations

A. The ((~~accounting and grants director~~)) Director of Accounting establishes in writing rules and regulations regarding disbursement, replenishment, accounting, and use of imprest funds.

B. The ((~~accounting and grants director~~)) Director of Accounting authorizes travel advances and adopts the rules and regulations for authorization, documentation, accounting, and recovery of unspent advances, in accordance with state statutes and regulations.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

_____

_____

Mayor

Date

Effective Date

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 07/14/2025 **Committee Agenda type:** Consent **Council Meeting Date:** 07/14/2025		**Date Rec'd**	6/26/2025
		Clerk's File #	ORD C36719
		Cross Ref #	
		Project #	
Submitting Dept	PLANNING & ECONOMIC	**Bid #**	
Contact Name/Phone	SPENCER 509-625-6097	**Requisition #**	N/A
Contact E-Mail	SGARDNER@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	JBINGLE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0650 - VICTORY HEIGHTS PUD OVERLAY ORDINANCE		

Agenda Wording

This action does not constitute approval of the plat and only occurs after formal approval of the plat. It is a routine step that adds an overlay zone to the zoning map, which identifies the boundaries of the PUD for City staff and for the public. This item is scheduled for City Council consideration after the scheduled appeal hearing. If the pending appeal results in denial of the plat, there is no action needed. If the pending appeal results in approval, this action can be taken after the hearing in a timely manner.

Summary (Background)

Pursuant to the type III land use application Planned Unit Development (PUD) and Subdivision process, the Hearing Examiner held a public hearing on the proposed PUD on March 19, 2025. On May 1, 2025, the Hearing Examiner approved a Planned Unit Development Overlay Zone for said property subject to conditions. An appeal was filed for City Council consideration of the plat decision on May 15. City Council has scheduled hearings for the appeal on July 2 and July 8.

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head	GARDNER, SPENCER	**PURCHASING**	NECHANICKY, JASON
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	sgardner@spokanecity.org
smacdonald@spokanecity.org	ddebit@spokanecity.org
tblack@spokanecity.org	rbenzie@spokanecity.org
tfischer@spokanecity.org	amccall@spokanecity.org
eking@spokanecity.org	

Committee Agenda Sheet
Select Committee Name

Committee Date	06/30/25
Submitting Department	Planning and Economic Development
Contact Name	Spencer Gardner
Contact Email & Phone	sgardner@spokanecity.org (x6097)
Council Sponsor(s)	N/A
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Victory Heights PUD Overlay Ordinance
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	This action does not constitute approval of the plat and only occurs after formal approval of the plat. It is a routine step that adds an overlay zone to the zoning map, which identifies the boundaries of the PUD for City staff and for the public. This item is scheduled for City Council consideration after the scheduled appeal hearing. If the pending appeal results in denial of the plat, there is no action needed. If the pending appeal results in approval, this action can be taken after the hearing in a timely manner.

Fiscal Impact

Approved in current year budget? ☐ Yes ☐ No ☒ N/A

Total Cost: N/A

Current year cost:

Subsequent year(s) cost:

Narrative: This action does not constitute approval of the plat and only occurs after formal approval of the plat. It is a routine step that adds an overlay zone to the zoning map, which identifies the boundaries of the PUD for City staff and for the public. This item is scheduled for City Council consideration after the scheduled appeal hearing. If the pending appeal results in denial of the plat, there is no action needed. If the pending appeal results in approval, this action can be taken after the hearing in a timely manner. Pursuant to the type III land use application Planned Unit Development (PUD) and Subdivision process, the Hearing Examiner held a public hearing on the proposed PUD on March 19, 2025. On May 15, 2025, the Hearing Examiner approved a Planned Unit Development Overlay Zone for said property subject to conditions. An appeal was filed for City Council consideration of the plat decision on May 15. City Council has scheduled hearings for the appeal on July 2 and July 8.

Funding Source ☐ One-time ☐ Recurring ☒ N/A

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.

Expense Occurrence ☐ One-time ☐ Recurring ☒ N/A

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impacts (If N/A, please give a brief description as to why) – N/A

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? Adoption of this overlay zone is called for under 17G.070.200(D)(5) as part of the process to establish a PUD. If the plat is approved, this change to the zoning map signals to staff and the public that there is a PUD with special approval criteria and development requirements. Because it is a change to the zoning map, formal City Council action is necessary.

ORDINANCE NO. C36719

AN ORDINANCE TO ADOPT AN OVERLAY ZONE FOR PROPERTY LOCATED AT 2747 W. THORPE ROAD IN THE CITY AND COUNTY OF SPOKANE, STATE OF WASHINGTON, BY AMENDING THE OFFICIAL ZONING MAP TO SHOW A PLANNED UNIT DEVELOPMENT OVERLAY ZONE FOR SAID PROPERTY.

WHEREAS, The Hearing Examiner held a public hearing on March 19, 2025, at the request of the owner of certain property zoned RSF – Residential Single Family (converted to R1 – Residential 1 – in January 2024), and generally located at 2747 W Thorpe Road in the City and County of Spokane, State of Washington, and on May 1, 2025, approved a Planned Unit Development Overlay Zone; and

WHEREAS, the designation is not a major action significantly affecting the quality of the environment; NOW THEREFORE - - -

The City of Spokane does ordain that the Director of Planning Services be directed to change the Official Zoning Map adopted by Spokane Municipal Code Section 17A.040.020, so as to designate the property depicted in Exhibit A and legally described as:

252542PT OF SW1/4 OF SW1/4 LYG SELY OF THORP RD &W OF LNWHICH MEAS 492.5FT W OF SECOR OF SW1/4 OF SW1/4 TH N AT R/ATO SL OF SEC 25 TO PT OF INTER WITH SWLY LN OF TR CONV TOSPO PORTLAND CEMENT CO BY DEED 486/499 TH N31DEG W ALG SD LNTO PT ON NL OF SW1/4 OF SW1/4 WHICH MEAS 839.9FT E OF NWCOROF SW1/4 OF SW1/4

25-25-42 PTN OF SW1/4 DAF; BEG AT INT OF W SP & S RY R/W LNAND S SEC LN TH W TO PT 492.5FT W OF SE COR OF SW1/4 OFSW1/4 TH N TO INT W/LN RUN S31DEG E FRM PT 839.9FT E OF NWCOR OF SW1/4 OF SW1/4 TH S31DEG E TO WSP & S RY R/W LN THSLY ALG SD LN TO POB

25-25-42 PTN OF SW1/4 OF SW1/4 BTWN SLY R/W OF SP&S RY AN DLN BEG ON N LN OF SW1/4 OF SW1/4 839.9FT E OF NW COR TH S31DEG E TO INT WITH SLY R/W OF SP & S RY EXC RD

252542PTN OF NW1/4 OF SW1/4 S OF THORP RD &W OF SP&S R /W

25-25-42: PTN SE1/4 OF SW1/4 LYG WLY OF OWR&N CO R/W & S OF 26TH AVE & ELY OF SP&S R/W, INC PTN WLY OF SP&S R/W & NLY OF LN RUN S 31DEG E FROM PT 839.9 FT E OF NW COR OF SW1/4 OF S W1/4

362542PT OF NE1/4 OF NW1/4 W OF SP&S RY R/W

STUDEBAKER ADD L1TO24 IN B1TO8

35-25-42, PTN OF NE1/4 OF NE1/4: BEG 380 FT S OF N LN OF SEC ON LN DRN FROM NE COR OF SEC TO CTR OF NE 1/4; TH W TO CO RD; TH SWLY ALG CO RD TO N & S CTR LN OF NE1/4; TH S TO CTR OF NE1/4; TH NELYTO POB

35-25-42 PTN OF NE1/4 OF NE1/4 DAF; BEG 293.5FT W & 100FT SOF NE COR OF SEC TH S193.5FT TH SWLY 125FT TO A PT 380FT SOF N LN TH W TO THORPE RD TH NLY ALG SD RD TO POB EXC RD

352542PT OF NE1/4 OF NE1/4;BEG AT NECOR OF SEC S80R W 80RNELY TO POB

352542SE1/4 OF NE1/4

with a Planned Unit Development Overlay Zone.

ADOPTED BY THE CITY COUNCIL ON _____

_____
Council President

Attest:

Approved as to form:

_____
City Clerk

_____
Assistant City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Exhibit A

Proposed PUD Area

Parcel

City of Spokane

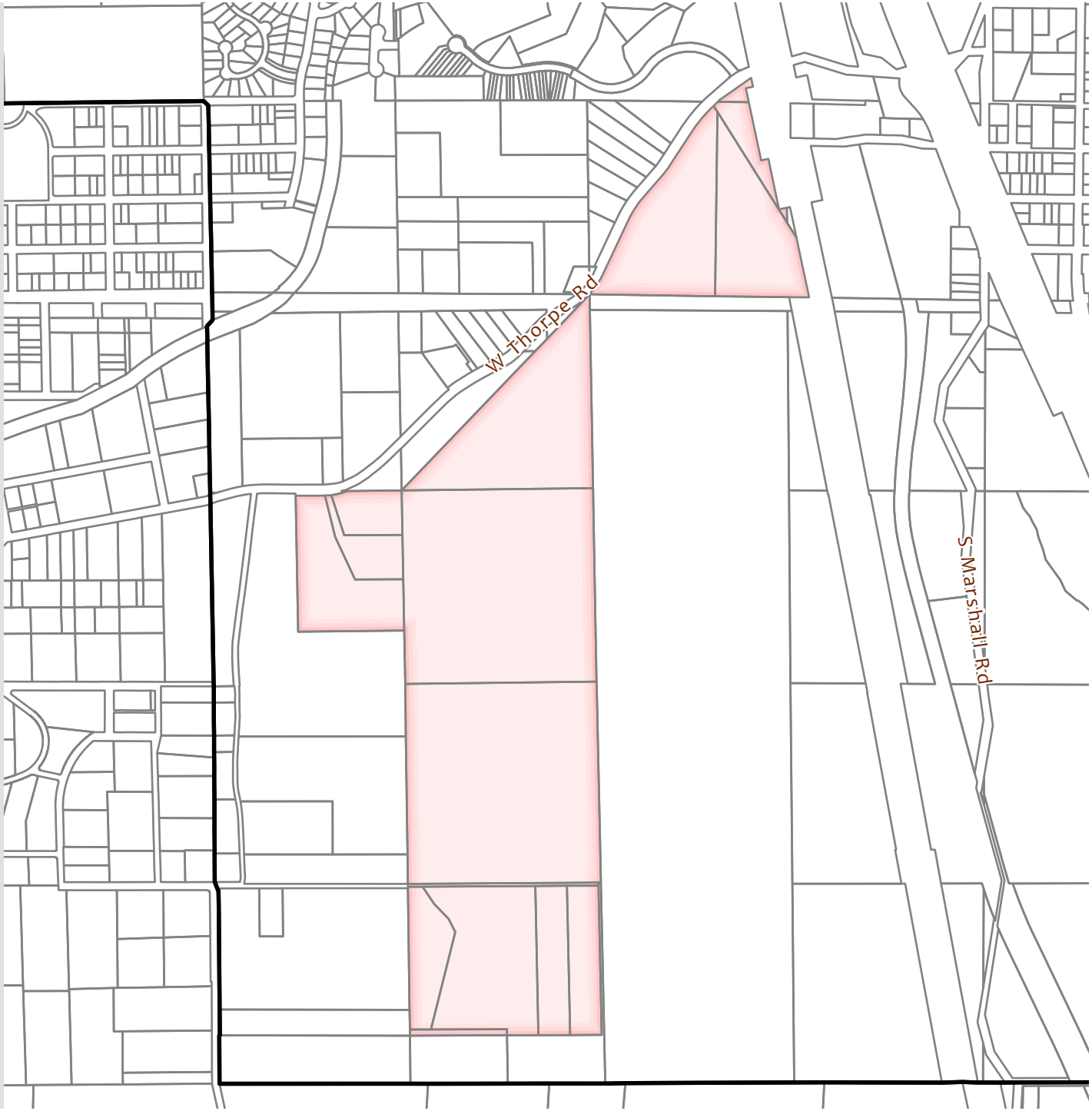
Victory Heights PUD Proposal
Z23-044PPUD

Parcel #
25253.0008
25253.0009
25253.0006
25253.0005
25354.0101
25354.0029
25354.0030
25354.0031
25354.0032
25354.0034
25354.0033
25351.0601
25351.0602
25351.0603
25351.0001
25351.0004
25351.0005
25351.0026

Scale: 1:12,000

N

6/23/2025



THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

CITY COUNCIL OF SPOKANE

STEFEN HARVEY and STEVE BARRETT, Appellants, v. CITY OF SPOKANE, Respondent.	File No. Z23-044PPUD ORDER ON CITY OF SPOKANE'S AND APPLICANT'S MOTIONS TO DISMISS APPEAL

I. SUMMARY OF PROCEEDING

The Spokane City Council heard the appeal of the Spokane Hearing examiner's decision approving the preliminary plat application of "Victory Heights", File No. Z23-044PPUD, on the date and time set by Notice of July 2, 2025, at 10:00 a.m. The Council heard the argument of the parties, by the manner set forth in Spokane Municipal Code 17G.050.340(D). By Council motion, properly seconded, the Council voted unanimously in the following manner:

II. ORDER

IT IS ORDERED that:

1. The appeal of the Hearing Examiner's decision approving the preliminary plat is dismissed on the following grounds:

a. The appellants' assignment of errors are inside the scope of the SEPA mitigated determination of non-significance.

b. Pursuant to Chapter 17G.050 of the Spokane Municipal Code, the Spokane City Council does not have jurisdiction to consider the merits of the underlying appeal

2. All further hearings in this matter before the Council are struck due to dismissal of the appeal.

3. Any appeal of this decision to Spokane County Superior Court shall be as provided in Revised Code of Washington 36.70C.040, and subject to timelines therein. The effective date of this order shall be the date it is executed by Spokane City Council, as set forth below.

DONE BY HEARING OF THE SPOKANE CITY COUNCIL THIS _____ day of _____, 2025.

_____
SPOKANE CITY COUNCIL PRESIDENT

Presented by:

OFFICE OF THE CITY ATTORNEY

_____
Timothy R. Fischer, WSBA No. 40075
Assistant City Attorney
Attorneys for Respondent City of Spokane

Approved as to Form and,
Stipulation for Entry

Approved via email 7/8/25

DUANA KOLOUSKOVA, WSBA No. 27532
Attorney for Applicant Victory Heights Investment, LLC

~~Approved as to Form~~:

Did not approve/sign

STEVE BARRETT, Appellant

~~Approved as to Form~~:

Did not approve/sign

STEFEN HARVEY, Appellant

Barak Mendoza

Spokane City Council Seat Application Supplemental Questions:

1. **Why are you interested in serving on the Spokane City Council?** - Making sure constituents' voices are heard on the local government level, and are addressed through rational, smart, and forward thinking initiatives. Providing both a voice to speak, and being someone who listens and embraces feedback. Bipartisanship is a key and sadly overlooked aspect; deep down past party lines we all want a better Spokane, the only difference is at times we see different ways of doing it. However, this is why we must come together, and form bipartisan, cross party relations to make things genuinely better. Safer streets, better roads, cleaner rivers and parks, and a thriving economy and culture.

2. **What do you think the Spokane City Council's role in municipal government should be?** - Directing the flow of budget to smart, functional, beneficial, and practical solutions to problems at hand. Being willing to try new solutions to problems, think outside the box at times, and most importantly of all: The Council's role is to ensure the voices of their district are heard, from small business owners, to single mothers, to multi generation households. A big role needs to be direct outreach within districts, taking the time to meet with constituents and ask how they can be heard, what they want to see, and how the City of Spokane can thrive to be better, *together.*

3. **How does your specific experience make you qualified to serve as a City Council Member?** - Security work is a hard job, and it is one that makes you see things differently. I go to work downtown, and I;ve seen the state of our city every day at work. Drawing from former research I had done in high school, I started devising a plan, and working on practical bipartisan solutions to meet our needs as a city. A part of the job is authority, however a more important part is respect and sincerity. Not respect for the guard, but the person you speak with. I engage anyone with the same tone when I approach them, whether a board member at the bank, or someone on the side of the building. A rapidly changing and shifting schedule means I'm used to being on my feet and ready to act. I'm not just a passive voice, I'm an active listener, and I plan on being the voice District 2 needs.

4. **What is your level of understanding of the City of Spokane's Budget, and how would your personal or professional budget management experience inform your budget priorities as a Council Member?** - A budget is something that in my opinion is looked at in too much of a binary. A budget has restraints, yes, but with proper ordinance and procedure budgets can expand via smart stipulation of revenue. Increased pedestrian and cyclist safety zones for instance, are a core part of my platform. By setting more safety zones, and increasing severity of speeding fines within said zones, we discourage speeding while raising revenues at the same time, for funding of Libraries and Schools, and our Roads and Rivers. My goals all work within an existing budget, or outline ways to expand and generate income. I, like many of my constituents have had to struggle, budgeting paycheck to paycheck, this level of analytical attention to budget and income isn't a trait or talent easily taught, let alone learned secondhand.

5. **What is your availability to attend all meetings with constituents, spend the time to come for meetings, engage in outreach to the community, and attend all required intergovernmental boards and commissions assigned to you, including meetings both during regular business hours and after business hours?** - I am ready to engage all my time I can to the job, I want to get out in the community at least once a week, I'm planning "Sunrise Chats" at local businesses in the district to meet with constituents and expand my direct connections and broaden my understanding of our beautiful and blossoming district. From Sprague Union District, Perry and beyond we have so much to offer, and so many voices to be heard!

6. **What is the most pressing issue facing the City of Spokane and how would you plan to address it as a Council Member?** - Budget, safety and quality of our roads, as well as access to addiction services, as well as job and housing support infrastructure. The system as is, while not perfect, is slowly moving in the right direction. However, we need a young voice to really propel that forward. With roads, increasing fines for dangerous vehicles when speeding, especially in protected zones. Applying smart incentives to local businesses to adopt safer and smaller footprint vehicles, and funding rehousing efforts by expanding existing infrastructure and networks. By looking at these problems with a lens of humanity, and some bipartisan effort, Spokane doesn't just have the opportunity to thrive, rather it is **posed and ready** to define our next generation!

Barry Barfield

SUPPLEMENTAL QUESTIONS (Please use an additional page to answer the following. Limit answers to 200 words each.)

1. Why are you interested in serving on the Spokane City Council?

My primary motivation for serving on the City Council is to support and accelerate the implementation of the "Safe and Healthy Spokane Task Force" proposal and its individual elements. While I commend the statement, "we will not wait to act," I believe our community must move with greater urgency.

If appointed, I would use my platform to advocate for the completion and presentation of the proposed Regional Action Plan to local elected leaders by **September 1, 2025**. I would also work to engage non-governmental partners—such as business leaders, philanthropies, faith communities, service providers, and media outlets. This is a community-wide challenge, and our community needs all hands on deck—immediately. That is why I am offering my hands immediately.

2. What do you think the Spokane City Council's role in municipal government should be?

The Spokane City Council serves as the legislative branch of city government. Its primary responsibilities include passing ordinances, adopting policies, and approving the city budget. The Council plays a critical role in setting the direction for Spokane's future.

As a Council Member, my role would be to listen to, respond to, and represent the needs and concerns of District 2 residents. That means being accessible, informed, and actively engaged with the community. It also means balancing district-specific concerns with citywide priorities to help ensure equitable outcomes for all Spokane residents. During my four month tenure I am well aware I need to be well versed in the many, many issues the Council faces!

Beyond legislation and budgeting, I believe the Council should foster collaboration—both within government and across the broader community—so that public, private, and nonprofit partners can work together to solve the city's many pressing challenges.

3. How does your specific experience make you qualified to serve as a City Council member?

- I've been a **District 2 resident for 34 years**, giving me deep roots and a strong understanding of the community.
- I'm a **regular attendee at Council meetings**, so I'm familiar with the issues and procedures.
- I served as a **board member and chair of the CHHS Board** under Mayor Woodward and have completed multiple **Open Government Trainings**.
- I have served for five years as the **administrator of the Homeless Coalition**, gaining insight into housing and social service challenges.
- I have **experience as a residential landlord**, giving me a practical perspective on housing policy.
- My seven years **legal background** includes being an **administrative law judge**, private **attorney**, and **legal counsel for the California Association of Realtors**.
- I have spent **32 years at Gonzaga Preparatory School** in various roles, developing strong organizational and leadership skills.
- I also dedicated **eight years volunteering and working at the St. Joseph Center** in Los Angeles, helping people experiencing homelessness and undocumented individuals.
- And on a lighter note, I spent **four summers working at Disneyland**, which taught me the value of public service, patience, and teamwork.

4. What is your level of understanding of the City of Spokane's budget, and how would your personal or professional budget management experience inform your budget priorities as a Council Member?

I understand that the City of Spokane is facing significant and growing budget deficits. To address this, I recommend studying how the city successfully navigated a similar crisis in the past. Two helpful resources are:

- *"The Perfect Budget Storm"* by Joel Smith, *Inlander*, November 4, 2004
- *"On the money"* by Nikki Swartz, *American City & County*, June 1, 2005, https://shorturl.at/jMqab.

These articles highlight how Mayor Jim West, along with City employees Marlene Feist and Gavin Cooley, led a collaborative and effective response to a budget crisis. Their approach—grounded in cooperation, transparency, compromise and shared sacrifice—could serve as a model today.

While I'm not a budget expert, my professional experience managing nonprofit and school program budgets, as well as my time as a landlord and administrator, has given me a solid foundation in balancing priorities and making tough financial decisions. As a Council Member, I would focus on collaboration, fiscal responsibility, and compromise.

5. What is your availability to attend all meetings, meet with constituents, spend the time to become informed for meetings, engage in outreach to the community, and attend all required intergovernmental boards and commissions assigned to you, including meetings both during regular business hours and after business hours?

I have ample availability to fully commit to all responsibilities of a Council Member. This includes attending Council meetings, participating in intergovernmental boards and commissions, meeting with constituents, preparing thoroughly for meetings, reading hundreds even thousands of pages of briefing papers, and engaging in community outreach—both during and outside regular business hours. (5AM if needed) I am ready and able to dedicate the time and energy this role requires.

6. What is the most pressing issue facing the City of Spokane and how would you plan to address it as a Council Member?

The looming budget deficit is the most pressing issue. I provided my suggestion in answer #4 above. The most pressing issue(s) expressed by voters in various polls is/are public safety, public health and homelessness. My plan is expressed in #1 above.

I have no desire to enter politics and sincerely hope the Council selects someone more qualified than me. Still, I bring three things: urgency—despite my frustration with slow-moving bureaucracy—and a strong commitment to regional collaboration and compromise, though I know both will be challenging.

A quick search of "civic discourse in the public arena" reveals words like divisive, dysfunctional, disrespectful, polarized, toxic, harsh, combative, rancor and hostility. I lack the temperament to easily navigate such an environment, and serving would be a sacrifice and a strain. However, if the Council **unanimously** votes and believes I'm the best choice, I'm willing to serve for four months.

Joshua Awesome

1. Why are you interested in serving on the Spokane City Council?

I have spent my life in service, and over the past decade, I've worked as a full-time volunteer supporting hundreds of organizations around the world. While it hasn't been a central focus, I've never shied away from difficult transitions. I've remained open to stepping into challenging healing experiences and have often helped guide organizations through them with care, steadiness, and clarity. When I heard of this vacancy on the Spokane City Council, I felt a familiar sense of calling—the same internal pull that has guided much of my service work.

While this moment may not carry the same level of crisis as some I've helped navigate, I believe my wide-ranging experience will allow me to quickly adapt and contribute meaningfully during this four-month term. I've worked across cultural and organizational boundaries, supporting both grassroots efforts and structured nonprofits, often helping rebuild trust and operational effectiveness during pivotal times.

More than anything, I care deeply about Spokane and the people who call it home. I believe in listening, in leading with humility, and in using discernment to serve the greater good. I believe good governance requires stability, accountability, and a steady hand—especially during transitional periods like this. That's what I hope to offer. If selected, I will do everything in my power to be a supportive and steady presence during this transition.

2. What do you think the Spokane City Council's role in municipal government should be?

The Spokane City Council plays a vital role as the bridge between the people and their local government. At its core, the Council should serve as a body that listens to the community, crafts thoughtful policy, and ensures that city operations reflect the will and wellbeing of its residents. The Council must also provide accountability, transparency, and oversight to city departments, while supporting a long-term vision that prioritizes equity, sustainability, and community resilience.

I believe the Council should work not only to pass legislation but to cultivate trust—especially in times of division or uncertainty. That means engaging with diverse voices, elevating underrepresented perspectives, and being deeply present in the neighborhoods we serve. It also means balancing urgency with patience, ensuring that decisions are made with both compassion and strategic foresight.

Ultimately, the Council should be a place where civic leadership is collaborative, where disagreement is handled with respect, and where service remains at the heart of all action. In a time when polarization is high, I believe Council Members should lead by example—seeking common ground, modeling civil discourse, and staying focused on what truly serves the people of Spokane. That's the kind of body I would be proud to contribute to.

3. How does your specific experience make you qualified to serve as a City Council member?

My background is rooted in service leadership, community resilience, and nonprofit support. Over the past decade, I have worked hands-on with hundreds of organizations around the world, often stepping into roles that required immediate learning, deep listening, and the ability to unify people with diverse perspectives. I bring experience in crisis response, strategic planning, grassroots organizing, and long-term systems thinking—skills that translate directly into the responsibilities of a City Council member.

Locally, I've worked with groups focused on housing, food security, addiction recovery, and mental health awareness. I've also coordinated citywide events, supported marginalized communities, and served as a bridge between organizations and underserved populations. This range of experience gives me a nuanced understanding of the challenges Spokane residents face, especially those whose voices often go unheard.

I am not a career politician, but I am a seasoned collaborator, and I know how to move quickly and compassionately in times of need. I believe my unconventional path is an asset—it keeps me grounded, pragmatic, and always centered on service. I'm used to working with people from very different backgrounds and beliefs—and finding ways to move forward together. If appointed, I would bring that same spirit of hands-on care and thoughtful action to every decision I make.

4. What is your level of understanding of the City of Spokane's budget, and how would your personal or professional budget management experience inform your budget priorities as a Council Member?

While I am not yet an expert in Spokane's municipal budget, I've read budget summaries and public information over the years and have a working understanding of the city's financial priorities. Much of my experience comes from over a decade of working with small nonprofits that operate on tight margins. I've supported more than 100 organizations in various ways, and with many of them, I've worked directly on building sustainable budgets, identifying unnecessary expenses, and aligning spending with long-term mission impact.

I've always had a passion for numbers and financial strategy. I genuinely enjoy making numbers work, identifying cost-saving solutions, and applying creative thinking to ensure every dollar is used wisely. I approach every financial decision with a fiscally conservative mindset: avoid waste, respect limited resources, and invest only where outcomes justify the cost. That discipline is core to who I am—and it would carry over directly to my work on Council.

As a technology philanthropist and advisor to grassroots organizations, I've seen how much can be accomplished with careful stewardship. I've regularly helped teams operate with transparency, trim overhead, and deliver real outcomes on minimal budgets. I strongly believe we must evaluate not just the cost of programs, but their return on investment—financially and socially. If selected, I'll bring that same clarity, pragmatism, and deep sense of accountability to City Hall—ensuring Spokane's dollars are spent with compassion, strategy, and long-term value in mind.

5. What is your availability to attend all meetings, meet with constituents, spend the time to become informed for meetings, engage in outreach to the community, and attend all required intergovernmental boards and commissions assigned to you, including meetings both during regular business hours and after business hours?

I am fully available to meet the demands of this temporary role, including daytime and evening meetings, constituent engagement, community outreach, and intergovernmental board participation. I've intentionally structured my professional life around flexibility and service, which allows me to be highly responsive and fully present when opportunities like this arise.

Throughout my years of volunteer work, I've regularly committed to high-intensity roles that required irregular hours, coordination with diverse teams, and rapid responsiveness to emerging needs. I'm comfortable with balancing complex responsibilities and prioritizing time-sensitive tasks.

For the duration of this four-month appointment, I am prepared to make City Council responsibilities my top priority. I believe strongly in showing up—in listening, learning, and lending my presence fully to the people and the process. If appointed, I will give this role my complete attention and energy.

6. What is the most pressing issue facing the City of Spokane and how would you plan to address it as a Council Member?

One of the most pressing and foundational issues facing Spokane is the widespread mental health crisis that underlies many of the city's challenges—including homelessness, domestic violence, addiction, and public safety. The pressures our citizens are experiencing—from economic instability to food insecurity to the chronic stress of unmet needs—are immense and compounding.

As someone who has personally survived both sexual assault and domestic violence—right here in Spokane—I've experienced firsthand how unprepared our systems are to deal with the complexity of these issues. Too often, survivors are retraumatized by the very institutions meant to protect them, and the city's infrastructure for crisis response and long-term care remains underdeveloped.

As a Council Member, I would prioritize efforts to address mental health and domestic violence with the seriousness and urgency they deserve. This includes supporting community-based programs that offer early intervention, trauma-informed care, and wraparound services that meet people where they are. I would also advocate for policies that invest in housing and food security as key pillars of mental and emotional stability.

In my years of work with vulnerable populations, I've seen how unresolved trauma and lack of support lead to cycles of harm. Left unaddressed, these mental health gaps fuel emergency response costs, overload public systems, and increase avoidable conflict in our streets. I've also seen how healing can happen when we create environments of trust, safety, and access. During my brief time on Council, I want to focus on supporting innovative partnerships, elevating

effective programs, and planting seeds for long-term solutions that center on mental health and basic human dignity.

This isn't just a public policy issue—it's a human one. And it's where I feel called to serve most urgently.

Joshua Awesome

Spokane, WA • Josh@KindlyThrive.com • 509-280-3362

SUMMARY

Strategic nonprofit leader, community organizer, and technology philanthropist with over a decade of experience empowering grassroots initiatives in Spokane and beyond. Known for designing resilient systems, elevating marginalized voices, and steering organizations through transitional challenges with compassion and impact.

EXPERIENCE

Founder & Principal

Kindly Thrive • Spokane, WA • 2015–Present

- Provide IT strategy and website development for small nonprofits (especially animal welfare, social justice, and recovery-focused organizations).
- Offer nonprofit formation support: board development, digital infrastructure, and fundraising processes.
- Curate and share free nonprofit tech resource guides to increase community access to quality tools.

Founder & Capacity Builder

Loving Cooperative • Spokane, WA • 2015–Present

- Operate 100% pro bono with no revenue or budget—offering all services freely as an act of service and solidarity.
- Empower compassionate nonprofits and start-ups through deep-dive consulting (marketing, tech, strategy).
- Provide extensive pro bono support to over 100 grassroots organizations, helping them form legally recognized nonprofits, develop governance structures, and implement sustainable systems from the ground up.
- Deliver tailored guidance on selecting cost-effective technologies and tools—often saving organizations hundreds of thousands of dollars in overhead and operational expenses.
- Facilitate in-depth consultations and fully customized IT and marketing solutions, all designed with a trauma-informed, equity-centered lens to ensure long-term impact and accessibility.

Co-Founder & Executive Event Organizer

INVeg / Kind Living Collective • Spokane, WA • 2013–Present

- Grew annual VegFest attendance to ~2,500 participants and led monthly educational events for seven years.
- Coordinated 100+ vendors and 30+ speakers; designed outreach campaigns through print, digital, and radio.
- Fostered partnerships across Spokane's wellness and environmental communities.

Co-Founder & Executive Event Organizer

Spokane Skate • Spokane, WA • 2018–Present

- Established inclusive skating events promoting community health and urban recreation.
- Worked with local nonprofits and city planners to advocate for safe infrastructure and public space access.

EDUCATION

Eastern Washington University – BA, Mechanical Engineering in Technology • 2008

Western Washington University – Post-Baccalaureate, Automotive Design • 2008

The Evergreen State College – BA, General Studies • 2004

SKILLS

Nonprofit Leadership & Governance, Budgeting & Financial Strategy, Event Production & Community Outreach, IT Systems & Digital Infrastructure, Trauma-Informed & Equity-Centered Practices, Public Speaking & Stakeholder Engagement

COMMUNITY IMPACT HIGHLIGHTS

- Enabled over 100 small nonprofits to leverage technology and digital tools for mission growth.
- Supported Spokane's resilience by organizing community events that foster connection and education.
- Mentored and advised emerging organizations through trauma-informed and collaborative frameworks.

To Whom It May Concern,

I have known Joshua Awesome all his life.

Having seen him grow from a very smart, delightful, kind-hearted little boy to an intelligent, thoughtful, compassionate man passionate in his quest to make his hometown and world a better place has been a great joy. Joshua's zest for life is easily recognized by his boundless energy and variety of interests, talents and skills. In addition to operating a thriving computer repair and consulting service, Josh has successfully managed a Spokane non-profit, Loving Cooperative, initiated in 2015 offering pro-bono IT and Tech support and writing grants for organizations and individuals.

Josh is a jack of all trades and master of many including auto mechanic, landscaper, electronic equipment consultant, and imaginative website designer and community cheerleader. A fine listener and a discerning judge, Josh has an uncanny skill to recognize the needs of friends and strangers. "What can I do for you?" "Here's what I may be able to do for you" and, "Let's do it!" are typical Josh responses to someone's question or need. Josh is a keen observer, practical thinker and fair judge; sense of right and wrong; what should or should not be saved.

An accomplished public speaker, Josh has organized and promoted many local, regional and national conferences. He is a strong advocate of working in collaboration. Josh is also a whole lot of fun. When not taking care of computer clients and promoting non-profits, you can see Josh roller-blading all over town. He is also a professional juggler, water-rafter and world traveler.

A consummate vegan chef, Josh hosts lively dinner parties for family and friends and annually organizes and delivers holiday dinners to the handicapped and homebound. And, finally, Josh is an accomplished writer of children's stories and poems and author of serious self-help, self-improvement essays and books for adults.

It takes a disciplined, principled man to be my friend, Josh Awesome. A man who leads by positive example, Josh will be a dedicated, fresh, energetic voice and welcome member of Spokane's City Council.

Sincerely,

Royce Gorseth
Former Action Corner/Kids Who Wait Columnist, Family Features & Travel Writer
The Spokesman-Review (1963–1995)
Consultant/Group Tour Leader, Let's Go Gorseth Travel Agency (1995–2025)
509-448-6403

Dear Members of the City Council Selection Committee,

I am honored to write this letter in support of Joshua Awesome's application for the interim City Council position in Spokane. I have had the privilege of working alongside Joshua for over ten years on a wide range of nonprofit initiatives focused on supporting youth, young adults, individuals experiencing homelessness, behavioral health challenges, survivors of sexual exploitation, and those impacted by the opioid crisis.

Throughout the past decade, Joshua has been a steadfast collaborator, trusted leader, and inspiring advocate. His commitment to Spokane and its people runs deep—not only through his professional work, but in the very way he shows up for his community with compassion, integrity, and vision. Joshua's knowledge of Spokane's unique strengths and challenges is rooted in lived experience, extensive service, and deep relationships across sectors and neighborhoods.

Whether assisting multiple nonprofits and local businesses in developing innovative programs for marginalized youth, facilitating partnerships between behavioral health and housing providers, uplifting the voices of those too often unheard, assisting local businesses and nonprofits in the development of programs, or bringing technology into practice and purpose to support their work, Joshua brings a rare combination of heart and skill to the work. His strategic thinking, cultural humility, and clear communication make him an asset to every team he joins. He has guided organizations through times of significant transition with steadiness and clarity—often helping rebuild trust and functionality in high-pressure environments.

Joshua is more than a collaborator—he's a compassionate leader, a creative problem-solver, and someone who instinctively steps up when needed. He is not a career politician, and that is precisely why his voice is so essential. He brings a grounded, human-centered perspective to public service, informed by years of on-the-ground work with communities facing urgent and complex challenges. His experiences—from coordinating citywide responses to trauma and crisis to building sustainable operational strategies—translate directly into the work of a City Council member.

Spokane would be fortunate to have Joshua Awesome serve on the City Council. His leadership is rooted in compassion, community, and a deep understanding of what makes this city special—and what it needs to thrive. He listens with humility, leads with discernment, and carries an unwavering belief in the people of Spokane. I wholeheartedly endorse his candidacy and am confident he will serve with dedication and distinction.

Thank you for considering this recommendation.

Sincerely,
Sarah Spier
Founder and Executive Director of Follow The Poppy, an opioid and behavioral health consulting company
SarahSpier@gmail.com- 509-828-9963

Monday, June 16, 2025

To Whom It May Concern,

I'm writing in strong support of Joshua Awesome as a candidate for Spokane City Council.

Joshua has been our go-to for IT support for years—not just because he's sharp and reliable, but because he shows up with consistency, calm under pressure, and a genuine desire to help. That same spirit carries over into his work in the community. He has volunteered with multiple local nonprofits, offering his time and skills where they're needed most, often without being asked and never for recognition.

What truly sets Joshua apart is his character. He's kind, trustworthy, and deeply grounded in the real challenges our community faces—from housing insecurity to digital access and economic inequality. He doesn't just talk about solutions—he listens, learns, and takes action. He understands Spokane because he's part of it, and he shows that care through his work, day in and day out.

I believe Spokane would be lucky to have someone like Joshua on the City Council: someone who brings practical skills, a servant's heart, and a clear-eyed understanding of what our city needs.

Sincerely,
Daniel D Marte (Interim Executive director)
Compassionate Addiction Treatment
daniel@catspokane.org

(509) 601-0747

300 W. Hawthorne Rd.
Spokane, WA 99251
June 19, 2025

To whom it may concern,

It is with great pleasure that I am recommending Joshua Awesome to you. I am a Professor of Management and Marketing at Whitworth University, and I have known Joshua since childhood.

Friends in elementary school, Joshua and I juggled together in the Roosevelt Elementary juggling troupe. We reconnected in the past few years and together have provided juggling lessons to children participating in various local youth programs.

Joshua clearly is passionate about the vibrancy and health of our city. You could see him volunteering regularly in Spokane. In fact, a significant amount of Joshua's free time is dedicated to assisting non-profit organizations. From IT support to roller skating events to youth programs, Joshua is dedicated to a welcome and safe community in Spokane, and I believe this would be his focus if he were to be appointed as temporary city council member.

Please do not hesitate to reach out to me with any questions.

Sincerely,

David Sloan MBA, PhD
Professor of Management and Marketing
Department Chair: School of Business
Whitworth University
509.777.3470

WHITWORTH
UNIVERSITY

Application: For City Council District 2 Position 2 ---- Kris Neely

ORGANIZATIONS and CIVIC EXPERIENCE

List any community, civic, trade, or professional organizations in which you have been active.

Organization/Project	City/State	To/From
Northwest Science Writers Association. Board of Directors.	Washington state.	FR: Spring 2025.
The Lands Council	Spokane, WA	2021-2023
American Red Cross	Spokane, WA	2023-Curr
Democratic Party of Spokane County	Spokane, WA	2024-Curr

Have you ever been elected or appointed to any public office, board, or Commission in Washington state? If so, please list.

Title/Position	Office/Board/Commission	Election/Appt Date	Term Length
Commissioner (Appointed)	Spokane Plan Commission	October 2021	2 years. (Completed vacant term.)
Associate Commissioner (Appointed)	Spokane County Conservation District	Spring 2024.	No term limit.
Commissioner (Appointed)	Spokane County Water Conservancy Board	Fall 2024.	5 years.

Liason (and appointed Chair)	City of Spokane Urban Forestry Citizens' Advisory Committee	Spring 2021.	No term limit.
Liason (Appointed)	City of Spokane Tree Committee	Spring 2021.	No term limit.
Committee Member (Appointed)	City of Spokane, CHHS Human Services RFP Review Committee	Fall 2023.	No term limit.
Precinct Committee Officer (PCO) (Appointed.)	Spokane County Democrats	Summer 2024.	2 years.
County Executive Committee (CEC) (Appointed.)	Spokane County Democrats	Summer 2024.	2 years.
Vice Chair (Elected)	Spokane County Democrats	Fall 2024.	2 years.

SUPPLEMENTAL QUESTIONS

1. Why are you interested in serving on the Spokane City Council?

My interest in serving on the Spokane City Council stems from two key points: a deep commitment to the city's future and a sincere passion to give back to its people.

I believe in nurturing a safe, prosperous, and inclusive community. I am eager to apply my skills in collaborative problem-solving, interpersonal communication, and fiscal management to address the challenges we face, from ensuring public safety to promoting sustainable economic growth to the preservation of critical natural resources.

My goal is to be a responsive and accessible representative for the people of my district, actively listening to their concerns and translating them into effective policy.

I am passionate about protecting our natural environment, enhancing our quality of life, and ensuring that Spokane remains a vibrant place to live, work, and raise a family.

2. What do you think the Spokane City Council's role in municipal government should be?

I believe the role of the Spokane City Council in municipal government is to serve as the legislative body of the city, responsible for creating and enacting ordinances that reflect the community's values and needs.

In addition, I believe the council must also act as a crucial check and balance to the executive branch of the city government in Spokane. I believe the council must adopt the city budget and exercise fiscal oversight to ensure that taxpayer dollars are spent efficiently, effectively, and transparently.

Furthermore, I recognize that council members are advocates for their constituents, representing their interests and providing a direct link between the people and their government. To my mind, this includes proactive community engagement, listening to diverse perspectives, and fostering public trust through open and accountable governance.

3. How does your specific experience make you qualified to serve as a City Council member?

My four-decade career, including consulting with international businesses and national governments, gives me essential skills for City Council: organizational management, complex negotiation, consensus-building among diverse stakeholders, and delivering data-driven solutions. I have extensive experience managing budgets, setting strategic goals, and achieving measurable outcomes.

My volunteer service spans city, county, state, and national levels–beginning with Merced's Junior City Council in high school. Currently, I teach International Humanitarian Law for the American Red Cross. In Arizona, I was President of Friends of the Avondale Library System.

Locally, Spokane appointed me to the City of Spokane's Plan Commission for two years. Spokane County appointed me as Commissioner on the Water Conservancy Board, and Spokane County's Conservation District appointed me as Associate Supervisor.

As elected Southgate representative to the CA, I previously served as Alternate Representative. As liaison, I chair the City's Urban Forestry Citizens Advisory Committee and serve on the City's Tree Committee.

Recently, I spent a year on the City's CHHS Human Services RFP Review Committee, evaluating and recommending millions in homelessness funding.

This combination of business acumen and deep civic engagement, from neighborhood to national levels, provides the comprehensive experience necessary to serve our community effectively on City Council.

4. What is your level of understanding of the City of Spokane's budget, and how would your personal or professional budget management experience inform your budget priorities as a Council Member?

I have a solid understanding of the City of Spokane's budget, including its revenue sources, expenditure categories, and the challenges presented by our current financial landscape. I have reviewed the budget and am aware of the structural deficit that the current administration is working to address.

As a former member of the Spokane Plan Commission, I also have a hands-on understanding of Spokane's Comprehensive Plan and its relation to the City's Budget. As a former member of the CHHS RFP Review Committee, I'm also well-versed in the dynamics and costs associated with this critical aspect of city life in Spokane.

Professionally and as a volunteer, I have been responsible for developing and managing multi-million-dollar budgets, as well as strategizing investments that require making difficult decisions to ensure fiscal sustainability while achieving strategic objectives.

This experience has taught me the importance of prioritizing essential services, such as public safety and infrastructure, while also seeking innovative and cost-effective ways to deliver them.

As a Council Member, I would advocate for a transparent and accountable budgeting process that prioritizes long-term financial health and aligns with the community's priorities.

5. What is your availability to attend all meetings, meet with constituents, spend the time to become informed for meetings, engage in outreach to the community, and attend all required intergovernmental boards and commissions assigned to you, including meetings both during regular business hours and after business hours?

I am fully prepared to dedicate the necessary time and energy to fulfill all the responsibilities of a City Council member.

My current professional situation allows for the flexibility required to attend all City Council meetings, both regular and special sessions, as well as meetings of any assigned intergovernmental boards and commissions, regardless of whether they are held during or after business hours.

I am committed to being a visible and accessible representative for my constituents, which includes proactively scheduling meetings with individuals and community groups to listen to their concerns and address their needs.

In short, I understand that serving on the City Council is a significant time commitment, and I am eager to devote myself fully to the role.

6. What is the most pressing issue facing the City of Spokane, and how would you plan to address it as a Council Member?

The most pressing issue facing Spokane is the interconnected challenge of public safety and homelessness, which significantly impacts our community's quality of life and economic vitality. My approach as a Council Member would be multifaceted, leveraging my previous experience in this area, and would be highly collaborative.

First, I would advocate for increased support for our police and fire departments to ensure they have the resources and staffing necessary to respond effectively to crime and emergencies. This includes supporting aggressive initiatives to address the opioid crisis and property crime.

Second, I would work to expand and improve our coordinated response to homelessness by supporting the existing partnerships that provide a spectrum of services, from emergency shelter to mental health and addiction treatment, with a focus

on accountability and measurable outcomes. I also want to be open to listening to new voices and approaches to this multifaceted issue.

Finally, I would leverage my previous experience on the Plan Commission to actively advocate for policies that promote the development of genuinely affordable housing, addressing another vital issue in our City.

Krista Featherstone

1.Why are you interested in serving on the Spokane City Council?

I am interested in serving on City Council because I love Spokane. I was raised in Spokane and have raised my kids in Spokane. I am a citizen that has always been aware of the issues in our city and nation. I would like to be involved in the City to be able to hear all sides of the issues and lend my voice to reasonable, well-balanced solutions.

2.What do you think the Spokane City Council's role in municipal government should be?

Spokane City Council's role in municipal government is to pass laws, resolutions, and regulations for the benefit of all the citizens in Spokane. Passing the city's budget after collaborating with the City's administration to form that budget. Representation of the people in your legislative district. To make the community better for the citizens.

Oversight and accountability: Bringing understanding and education to the public as a council to create beneficial outcomes. This informs citizens to better represent themselves. Leadership and collaboration are necessary to make forward progress.

3.How does your specific experience make you qualified to serve as a City Council member?

My specific experience makes me qualified to serve as a City Council member because I have lived much of my life in Spokane and consider it my home. I own and operate a small business in Spokane. I am a leader and manager who understands how to solve problems and navigate complex issues. I am a curious person who always seeks to understand multiple different paradigms. I have experience implementing action steps to achieve a vision. In my experience I have learned that being educated in your area of focus leads to informed and well-thought-out solutions. I have been required to meet the demands of my customers with a quality outcome under specific time constraints, all while balancing the satisfaction, safety, and care for the team that helps me accomplish it all. None of what I do could be accomplished without constant collaboration with my team.

4.What is your level of understanding of the City of Spokane's budget, and how would your personal or professional budget management experience inform your budget priorities as a Council Member?

I have a basic working knowledge of the City of Spokane's budget from a Citizen's perspective. I understand that the Council's priority is restoring financial stability. Other stated priorities are public safety, housing and economic development. Spokane's budget should reflect the mission and vision of the City Council and its goals for Spokane. These goals should reflect the values and priorities of the community in general.

My own budget management experience is that a budget keeps the organization or household secure and thriving. I have managed to successfully accomplish this. Living within a budget and operating a business within a budget takes discipline but, when done diligently leads to success overall. The budget needs to be reviewed annually.

5.What is your availability to attend all meetings, meet with constituents, spend the time to become informed for meetings, engage in outreach to the community, and attend all required intergovernmental boards and commissions assigned to you, including meetings both during regular business hours and after business hours?

If I serve, I will make it my priority to attend all meetings and functions. I would conduct myself in a manner that would reflect my commitment. I have a support system behind me that is committed to my serving as a city council member.

6.What is the most pressing issue facing the City of Spokane and how would you plan to address it as a Council Member?

I believe the biggest issue facing Spokane right now is the fentanyl crisis, which is interwoven with crime and homelessness. I believe that everyone has the best intentions in solving this problem and that it is not a political issue but a humanitarian issue. I understand that there are many complexities to this issue that are difficult.

I believe the best approach to solving this issue is to collaborate with City and County wide leaders, to work together to create a sustainable solution.

Kristina Sabestinas
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Application Questions

1. **Why are you interested in serving on the Spokane City Council?**

   Spokane is my home. I've spent 44 years here raising a family, serving in the community, and more recently working in local and federal government roles. I grew up in the Southgate neighborhood and went to the neighborhood schools that my own children now attend. I care about our city's safety, vitality, and long-term health and am particularly concerned about the growing impact of drug addiction and homelessness on our city. I want to help Spokane take balanced, compassionate action that protects families, upholds our laws, and partners with organizations to bring lasting solutions for treatment and services. I want to be a part of shaping a future where our city can thrive for generations to come.

2. **What do you think the Spokane City Council's role in municipal government should be?**

   I believe the Spokane City Council should serve as a responsive, accountable body to the citizens of Spokane. We should adopt policies that promote public safety, economic opportunity, and livability, while ensuring transparency, fiscal stewardship, and civic engagement. I think that the City Council should also be engaged members of our community, interacting with constituents regularly, listening to input and feedback, and partnering with the community to problem-solve and build a thriving city.

3. **How does your specific experience make you qualified to serve as a City Council member?**

   I bring over two decades of experience in community leadership, government operations, and constituent services. I've served as Director of the Office of the Mayor (during Mayor David Condon's first term), as District Director for Congresswoman Cathy McMorris Rodgers, and currently as Executive Director of the Cathy McMorris Rodgers Leadership Institute. During this time I also served on the pastoral staff at my local church. These roles have equipped me to build partnerships, manage programs and teams, and develop solutions for community needs. I've also worked with elected officials, small businesses, and local families, developing relationships and policy insight to serve Spokane well.

4. **What is your level of understanding of the City of Spokane's budget, and how would your personal or professional budget management experience inform your budget priorities as a Council Member?**

   I've had hands-on experience with city operations and priorities from my time in the Mayor's Office, where I helped implement the first 100 Days plan and aligned strategic goals with budget action. I also manage the budget for CMRLI, where stewardship and impact are essential. I understand the importance of funding core services first and ensuring that every dollar reflects the community's priorities and values.

5. **What is your availability to attend all meetings, meet with constituents, spend the time to become informed for meetings, engage in outreach to the community, and attend all required intergovernmental boards and commissions assigned to you, including meetings both during regular business hours and after business hours?**

   I have the flexibility and capacity to serve in this role. My children are school-aged, and I have a strong family support system. Whether it's attending assigned board meetings, evening forums, or meeting one-on-one with constituents I understand the time demands of this position and believe I can fulfill the requirements.

6. **What is the most pressing issue facing the City of Spokane and how would you plan to address it as a Council Member?**

   As mentioned above, I am very concerned about the escalating impact of untreated addiction and homelessness on our city. It is effecting our public safety, health, and the vibrancy of our downtown core, and in my experience is not just isolated to downtown anymore. The effects are visible and painful, both for those living on the streets and for families and businesses trying to thrive in our city. As a Council member, I would encourage and support enforcing public safety laws and also look for ways that we can partner with organizations to invest in services and treatment for those in need. We need partnership across city departments, nonprofits, law enforcement, and regional health systems to align resources and restore both compassion and order to our public spaces.

KRISTINA SABESTINAS

CONTACT

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WORK EXPERIENCE

EXECUTIVE DIRECTOR
Cathy McMorris Rodgers Leadership Institute | Jan. 20205 - Current

DISTRICT DIRECTOR
Rep. Cathy McMorris Rodgers | 2023-2024, 2005-2011

- Develop and maintain relationships with stakeholders, elected officials, community leaders, business owners, and constituents.
- Devise and manage District outreach including strategic planning, coordinating meetings and events, and preparing Member.
- Manage District team throughout three district offices with a focus on fostering development via clear communication of goals, tracking, and feedback.
- Drive Member's policy initiatives throughout the District via issue-focused events such as town halls, roundtables and advisory boards.
- Manage Constituent issues by liasing with DC Congressional Office, House Energy & Commerce Committee, and Administration Departments.

CAMPUS PASTOR
Victory Faith | 2013-2023

- Launched and led church campus of 200 members.
- Led women's outreach with a restricted budget, organizing biannual events with 500+ attendees.
- Created and managed volunteer development program for 250+ participants.

DIRECTOR, OFFICE OF THE MAYOR
City of Spokane, Mayor David Condon | 2012

- Managed transition goals by overseeing the execution of 100 Days plans.
- Fostered and managed relationships with local, state and federal officials.
- Served as principal speechwriter.
- Managed three office staff including Receptionist, Scheduler, and Administrative Assistant.

PROFILE

High-capacity leader with 25+ years of experience in community outreach, event planning, program development, office management, and team leadership. Known for strong work ethic, collaboration, dependability, and productivity.

EDUCATION

BA Interdisciplinary Studies
Journalism Minor
Eastern Washington University
Summa Cum Laude
2021-2022, 2006-2007

SKILLS

Community Outreach
Constituent Relations
Event Planning
Team Management
Program Development
Communications
Project Management
Content Creation
Problem Solving

Applicant Ryan Oelrich's Responses to Supplemental Questions:

1. **Why are you interested in serving on the Spokane City Council?**

I want to again serve on the Spokane City Council to ensure District 2 is represented effectively, leveraging my previous experience for a quick start. I'm interested in working collaboratively with fellow council members and to support existing work. I understand the temporary nature of this appointment and am committed and highly interested in supporting a smooth and helpful transition to the elected candidate in November.

I am interested because I believe my background and experience qualify me to serve in this caretaker role. My qualifications include:

1. Priority Spokane's Executive Director since 2014- leading efforts to identify and address community-wide priorities
2. Vice Chair of the West Hills Neighborhood Council
3. Volunteering with and serving on the boards of dozens of local and regional organizations
4. Serving in the Army National Guard
5. Pastoral leadership experience
6. Providing trauma-informed mental health trainings both locally and nationally
7. Owning and operating two businesses
8. Directing statewide and national organizations
9. Founding multiple nonprofit organizations
10. Previously serving as an appointed Spokane City Council Member

If selected, I will draw on this diverse set of experiences to inform thoughtful decision-making and support the work of City government and the well-being of its citizens.

2. **What do you think the Spokane City Council's role in municipal government should be?**

Municipal government exists to serve its citizens by responsibly managing area resources, providing leadership in addressing relevant community needs, and providing basic services. Municipal government should follow its charter and municipal code. As defined by the City of Spokane's charter, Spokane City Council's role is to serve as the legislative body of the city. I believe it is the City Council's role to actively listen to citizens, carefully research issues and past work, and legislate responsible policies that respond to the needs of the majority of citizens in Spokane to the best of their abilities. The Council also serves as an important element to the Strong Mayor form of government providing both accountability and support to the mayor's office. The City Council is tasked with asking tough questions, making difficult decisions, and carefully approving a responsible and sustainable budget.

3. **How does your specific experience make you qualified to serve as a City Council member?**

Having previously served, I strive to bring an innovative, determined, and collaborative approach to problem-solving—free from ego and rooted in service. I've lived, worked, and served in the City of Spokane, in District 2, for over 20 years. I've led city-wide efforts addressing issues such as homelessness, public health, and expanding the arts—efforts that have brought Spokane positive national recognition.

For the past nine years, I've served as Executive Director of Priority Spokane, where I've successfully identified and addressed community priorities by working collaboratively with a broad network of businesses, nonprofits, hospitals, tribes, and local organizations. I've twice chaired the Spokane Homeless Coalition and led the *Our Kids: Our Business* initiative preventing and addressing child abuse. I've also served on the boards and committees of several dozen local organizations and worked closely with city staff on various initiatives.

Over the last two years, I've worked with the Center for Trauma and Stress Education as a nationally and internationally recognized mental health trainer and presenter. My background also includes service in the military, pastoral leadership, and directing both local and statewide organizations.

I'm organized, a strong listener, and committed to inclusive leadership. I believe these skills and experiences well qualify me to serve once again as a Spokane City Council member.

4. **What is your level of understanding of the City of Spokane's budget, and how would your personal or professional budget management experience inform your budget priorities as a Council Member?**

I bring extensive financial experience, having managed organizational budgets ranging from several hundred thousand to multiple millions of dollars, with a strong emphasis on integrity and transparency. My responsibilities have included overseeing and ensuring compliance with government contracts, issuing grants and contracts, and implementing financial audits.

As a former appointed City Council member, I've participated in the challenging process of approving complex budgets. I understand firsthand the delicate balance between community needs and available funding—and the importance of maintaining accountability to the public throughout that process.

5. **What is your availability to attend all meetings, meet with constituents, spend the time to become informed for meetings, engage in outreach to the community, and attend all required intergovernmental boards and commissions assigned to you, including meetings both during regular business hours and after business hours?**

Serving on Council would be a top priority, and I would reduce my current workload and cancel or postpone significant travel plans to assure I am available to fulfill the duties of this office.

6. **What is the most pressing issue facing the City of Spokane and how would you plan to address it as a Council Member?**

While there are many pressing challenges facing Spokane, one that stands out is affordable housing. The shortage of accessible housing is a root cause of numerous complex issues, including homelessness, drug overdoses and substance use, and healthy child development.

Many dedicated individuals and organizations are already working on this critical issue including Council Members. My approach would be to support and strengthen existing efforts, foster collaboration to reduce duplication, and continue listening to local experts. I'd also build on my previous research and experience, explore innovative models from other communities, and identify unmet needs and overlooked opportunities within our own. A specific area of affordable housing I'm interested in continuing to explore, even in a limited time on council, is modular homes, cohousing, and alternative housing types. I'm also interested in continuing to support increased coordination and collaboration among City of Spokane service providers and partners.

I'd assure all work was documented to share with Council as a whole as well as the elected representative in November.

SHELBY LAMBDIN

Community Driven Leader and Healthcare Professional

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1. **Why are you interested in serving on the Spokane City Council?**

   Our City Council plays a critical role in advocating for *all* members of our community. I believe that I bring a unique perspective that could lend well to ensuring that budget development, resolutions and ordinances are collaborative and strategic in ensuring that the City Council truly upholds Spokane's motto of "In Spokane We All Belong". My professional career and board involvements have given me exposure to a variety of city-level functions that have left me interested in participating in the foundational level impacts that council has on our community. I have lived in Spokane most of life, and the lens that I view it through has evolved into a deeper commitment to driving local level change and impact through the work that I do.

2. **What do you think the Spokane City Council's role in municipal government should be?**

   As the legislative branch of Spokane's municipal government, Spokane City Council plays a pivotal role in representing the districts that they serve, whilst ensuring a strong function of the city government. It is important for council members to work closely with neighborhood councils, local businesses, community organizations, and local leaders on pressing community issues and deployment of community-level funding. Creating checks and balances with the Mayor's administration and cabinet to ensure alignment of priorities and resources in development of local ordinances and opportunities is another key function for council.

3. **How does your specific experience make you qualified to serve as a City Council member?**

   My professional experience has allowed me to develop strong relationships with key stakeholders in the community. When navigating challenges and change, which is the inherent nature of local government, having strong and trusted relationships, is key in ensuring buy-in. In addition to my ability to build collaborative partnerships, I believe that I have a strong understanding of the current issues and priorities that the city faces and can bring a helpful perspective to things related to community health and safety. My perspective is unique in that I come from a public health and social services background but also have two parents who were local business owners in Spokane for 15+ years, so I have a personal understanding of the ways in which Spokane's local government can better support local businesses and economic development.

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4. **What is your level of understanding of the City of Spokane's budget, and how would your personal or professional budget management experience inform your budget priorities as a Council Member?**

Through my time on the library Board of Trustees, I have developed a baseline level of the City of Spokane's budgeting process. Budget management is a key component of my current professional role and I have a lot of experience with managing diverse funding and revenue streams, coupled with competing priorities.

5. **What is your availability to attend all meetings, meet with constituents, spend the time to become informed for meetings, engage in outreach to the community, and attend all required intergovernmental boards and commissions assigned to you, including meetings both during regular business hours and after business hours?**

I have a relatively flexible schedule and given that the tenure of this vacancy is temporary, I can be sure to prioritize this work during this time. As mentioned in my previous responses, I am regularly present at many community events already and enjoy meeting with various groups in the community.

6. **What is the most pressing issue facing the City of Spokane and how would you plan to address it as a Council Member?**

Outside of the current challenges at the federal level that are impacting things like funding for the Community Resiliency hubs through the EPA, and what will likely continue to be trickle down impacts on the state and local level for various funding streams, I think that one of the most pressing issues that the City of Spokane is currently facing is an imaging issue related to the health and safety of our community. Over the last 3-5 years, compounding local issues related to the housing crisis and opioid epidemic, have create a severe divide amongst community members and leaders. This divide has created a lack of trust amongst community members on both sides of the political isle. Weighing the image of Spokane that many have as we drive through downtown and the impacts to local businesses with the human centered perspective of a community public health crisis is no easy feat. I think that this issue is one that requires personal feelings and preference to be set aside, and the solutions must be driven through transparent communication, education, collaboration, and data driven approaches. Spokane has too many great things to offer and too many great things that our local government is achieving for

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it's constituents, for this issue to continue to hog the spotlight and take up resources with little to no progress on real solutions.

SHELBY LAMBDIN

HEALTHCARE PROFESSIONAL

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EDUCATION

Masters of Health Policy & Administration
Washington State University
2016-2018

Bachelor of Science in Community Health & Prevention Sciences
University of Montana Davidson Honors College
2012-2016

SKILLS

PROFESSIONAL

Enterprise Level Change
Project Management
Budget Planning
Grants
Policy
Research
Program Planning
Leadership

TECHNICAL

Microsoft Excel
Microsoft Visio
EHR Reporting
Marketing Tools

CERTIFICATES

Peace Corps Prep Certificate
In Health Specialization
University of Montana
2016

Student Health Educator & Coordinator
University of Montana
2016

INTERESTS

Skiing
Reading
Podcasts
Traveling

PROFILE

Healthcare professional with a background in operations, health equity and population health. Experience working for a large healthcare organization leading program and policy development as well as overseeing clinic and department operations. Designed and lead enterprise strategies related to Health Equity & Population Health. Possess excellent leadership, organizational & relationship building skills. Passion for developing strategies, programs, and initiatives to Improve health outcomes and reduce disparities amongst vulnerable and minority groups by addressing health Inequities brought on by systemic Injustices and social determinants of health.

WORK EXPERIENCE

Population Health Director
CHAS Health | November 2019- Present
Work directly with organization leadership, following board initiatives to design, develop, implement programs and policies related to health equity. Ensure smooth day-to-day operations of Health Equity Service Line, as well as SDOH, DEI and Mobile Medicine programs by collaborating across multiple departments as well as with community leaders, elected officials and other stakeholders to meet the health needs of vulnerable and minority populations.

- Develop community partnerships with CBOs representing BIPOC and other marginalized communities to address local health inequities through programming, advocacy, and policy change
- Oversee Community Health worker program. During my time in this position, I have grown the program and Increased value of the workforce to the community through successful population health management.
- Oversee development of service line, department and program budgets as well as ongoing management of grants.
- Oversee population health strategy, increasing access to primary care, dental and behavioral health services to marginalized communities
- Oversee and lead development of community development and programming aimed at improving social drivers of health
- Oversee growth of mobile medical and street medicine program to service underserved communities with primary care, behavioral health and dental needs. Program has grown five times in size in two years under my leadership.
- Led system development of Refugee Health program.
- Work alongside local and state elected officials to inform and develop policy related to health access and social services

Integrated Operations Specialist
CHAS Health | December 2018- October 2019
Serve as a liaison between organizational leadership and individual clinics on process improvement projects related to Behavioral Health, Health Equity & Medical Specialty programs. Analyze and visualize data for leadership to review. Work directly with management to create programs, initiatives, trainings and implement change.

Sales and Management
Lululemon Athletica | November 2016- August 2019

Marketing and Communications Intern
Providence Health, Inland NW Health Services | August 2017- December 2017
MultiCare Health | May 2014- January 2016

Travis Ryan Henderson

1. Why are you interested in serving on the Spokane City Council?

I'm interested because I care about this city, and I'm frustrated, like a lot of people, with how things look and feel around Spokane. I'm not a politician, but I've spent my career solving problems and leading teams, and I'd like to bring that mindset to city government. I want Spokane to be a place we're proud to show off, but right now, there's a real disconnect between what the city says it's doing and what people actually see. I want to help clean it up, literally, and restore some of the pride that's been lost. Our city is uniquely beautiful, but some of that beauty is getting buried under trash, crime, and addiction. I want to help turn that around.

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2. What do you think the Spokane City Council's role in municipal government should be?

The Council should be a team of practical problem-solvers. Their job is to represent the people, keep the city's operations transparent, and push for visible, real-world results. They should focus on basic quality-of-life issues, safety, cleanliness, smart use of funds, and hold themselves accountable when things aren't improving. The Council should listen to the community, ask tough questions, and then act. I think if more people felt the Council was actually *doing* something they could see, there'd be a lot more trust in local government again.

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3. How does your specific experience make you qualified to serve as a City Council member?

I served over 11 years in both the Army and the Air Force, where I learned how to lead, how to serve, and how to make things work with the resources you have. That experience shaped my approach to problem-solving and public service. Since leaving the military, I've worked in legal operations and currently help run a law firm as Chief Operations Officer. I've managed people, built workflows, and handled complicated systems, but what I'm most proud of is being dependable and practical. I'm not coming in with a political agenda, I just want to bring a steady hand, fresh eyes, and common sense to a system that could use all three.

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4. What is your level of understanding of the City of Spokane's budget, and how would your personal or professional budget management experience inform your budget priorities as a Council Member?

I don't have a deep understanding of Spokane's city budget right now, and I haven't managed large budgets myself, but I'm ready to learn. In the Air Force, I completed Fuels Accounting School and worked with resource tracking, so I'm comfortable working with numbers. More importantly, I know how to ask the right questions and get up to speed quickly. I'd come into this role open-minded but serious about understanding where the money goes, and making sure people can actually see and feel the impact of their tax dollars in their neighborhoods.

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5. What is your availability to attend all meetings, meet with constituents, spend the time to become informed for meetings, engage in outreach to the community, and attend all required intergovernmental boards and commissions assigned to you, including meetings both during regular business hours and after business hours?

I work remotely and have a flexible schedule, so I can make time for meetings, community outreach, and the rest of what the job requires. That said, my full-time job does come first, and I won't pretend otherwise, but I believe that actually shows loyalty and accountability. I wouldn't be applying if I didn't think I could fully commit to this role. I'm used to balancing a lot at once and being prepared, and I know how to prioritize what matters. If given the chance, I'll show up, do the work, and follow through.

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6. What is the most pressing issue facing the City of Spokane and how would you plan to address it as a Council Member?

Spokane has a major visibility problem, people don't see anything getting better. The issues are in plain sight: open drug use, crime, homelessness, and trash piling up in areas like downtown. It feels like nobody's in charge, and that erodes public trust fast. I think the Council needs to get back to basics, supporting cleanup programs, getting serious about enforcement, improving mental health and addiction services, and coordinating responses so the public sees real progress. We can't fix everything overnight, but people need to *see* that something's changing. That visible change is what builds belief that the system can still work.

TRAVIS R. HENDERSON

LinkedIn profile: www.linkedin.com/in/travis-henderson-096194319

Work History:

Colby Nipper PLLC – Chief Operations Officer – April 2024 to Present

FIG. 1 Patents (formerly SBMC Law) – Director of Legal Operations – November 2022 to April 2024

Colby Nipper PLLC – Director of Legal Operations – June 2017 to November 2022

SBMC Law – Director of Legal Operations – April 2008 to June 2017

US Air Force – Technical Sergeant – March 2003 to March 2007

US Army – Sergeant - 1999-2002

US Army – Corporal – 1993-1997

Happy to discuss any/all positions.