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 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:

Agenda Review Session on November 3, 2026, 11:00 a.m.:
1-408-418-9388; access code: 2492 172 9618; password: 0320

Legislative Session on November 4, 2026, 6:00 p.m.:
1-408-418-9388; access code: 2496 991 7004; password: 0320

To participate in public comment (including Open Forum):

Public comment sign-up is open beginning at 5:00 p.m. on Friday, October 30, 2026, and ending at 6:00 p.m. on Wednesday, November 4, 2026, via the online testimony sign-up form link which can be accessed by clicking https://my.spokanecity.org/citycouncil/meetings/signup/ or in person outside council chambers beginning at 8:00 a.m. on November 2, 2026. You must sign up by 6:00 p.m. on Wednesday, November 4, 2026, 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).

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

THE CITY OF SPOKANE

COUNCIL AGENDA

November 4, 2026, Legislative Agenda

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

Mayor Lisa Brown
Council President Betsy Wilkerson

Council Member Michael Cathcart	**Council Member Paul Dillon**
Council Member Sarah Dixit	**Council Member Kitty Klitzke**
Council Member Kate Telis	**Council Member Zack Zappone**

CITY COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

City of Spokane Guest Wireless access for Council Chambers:

Username: **COS Guest** (Please note the space in username)
Password: **K8vCr44y**
Both username and password are case sensitive.

Public participation in City Council meetings is governed by Council Rules 2.2, 2.15 and 2.16.

A complete copy of the council rules can be found here: City Council Rules.

SPOKANE CITY COUNCIL AGENDA REVIEW SESSIONS (BEGINNING AT 11:00 A.M. EACH TUESDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH WEDNESDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL 5 WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL 5 ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

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/.

EXECUTIVE SESSION

(Closed Session of Council)

(Executive Session may be held or reconvened during the Tuesday 11:00 a.m. Agenda Review Session or the Wednesday 6:00 p.m. Legislative Session)

LEGISLATIVE SESSION

(6:00 p.m. Wednesday, November 4, 2026)

(Council Chambers Lower Level of City Hall)

PLEDGE OF ALLEGIANCE

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

ROLL CALL OF COUNCIL

PROCLAMATIONS AND SALUTATIONS

REPORTS FROM COMMUNITY ORGANIZATIONS

ANNOUNCEMENTS
(Announcements regarding Changes to the City Council Agenda)

EXPRESS TESTIMONY

Speakers may address any items on this entire council agenda, including any ordinance, resolution, appointment and special consideration, and may speak for up to three (3) minutes. Speakers who opt to speak during this time may not speak again during the legislative session except for Hearings and Open Forum.

FINAL HEARINGS

Speakers have up to three (3) minutes to address each final hearing item. Absent continuation, final action will be taken by council on these items.

1. **FIN 2026-0001** Hearing on ORD C36970 Adopting a Biennial Budget for the City of Spokane, Washington, for the years 2027 and 2028, and setting forth in summary form the totals of estimated revenues and appropriations for each separate fund. (Note: This Hearing will likely be continued to both the November 11 and November 18 Legislative Agendas for additional public comment. Consideration of ORD C36970

will occur in December of 2026). (Council Sponsors: Council President Wilkerson and Council Member Dillon) Jacob Miller

2. **ORD C36962** An ordinance updating the annual City of Spokane property tax levy for 2027. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Jacob Miller (As Amended 10-27-26)

PROPOSED LEGISLATIVE ITEMS

Speakers have up to two (2) minutes to address the entire proposed legislative items section as a whole. No final action is expected to be taken by council on these items during this legislative session. Items in the proposed legislative items section of the agenda are expected to be moved to pending legislative items section of the agenda by the next legislative meeting, unless council takes action to modify an item's regular legislative timeline.

A. Resolutions (Proposed)

1. **RES 2026-0084** Approving settlement in Allbery v. City of Spokane litigation, Spokane County Superior Court Cause #26-2-03767-32. (Council Sponsors: Council President Wilkerson and Council Member Klitzke) Dan Eigler

2. **RES 2026-0085** Designating Greater Spokane Low Income Housing Development Consortium, doing business as Spokane Regional Land Bank, to establish and operate as a land bank as provided in Chapter 35.108 RCW. (Council Sponsors: Council Members Dillon, Dixit, and Klitzke) Paul Dillon

3. **RES 2026-0086** Providing for the issuance and sale of a taxable Limited Tax General Obligation Refunding Bond in the aggregate principal amount of not to exceed $1,535,000; establishing interfund loan facilities from the Spokane Investment Pool to refinance an existing interfund loan and pay certain bond issuance costs; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Matt Boston

4. **RES 2026-0087** Setting forth the City Council's endorsement of the allocation of funding to Frontier Behavioral Health with funding from a one-time FY 2026 BJA Byrne Discretionary Community Project Grant from the Department of Justice, and authorizing the execution of related contracts without further City Council review and action. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Cole Wicker

5. **RES 2026-0088** Declaring the waiver of public bid requirements for the purchase of 2027 insurance premiums for specified City insurance coverages and authorizing the

purchase of insurance coverages without further action. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Stephanie Puckett

6. **RES 2026-0089** ~~A Resolution adopting revisions to the City Council's Rules of Procedure relating to amendments. (Council Sponsors: Council Members Zappone and Klitzke) Zach Zappone (Note: This item received a Sponsor Substitution on 10-29-26)~~ (Note: At the 11-3-26 Agenda Review, City Council deferred this item to the "Proposed" section of the 01-13-27 Legislative Agenda)

A. Ordinances (Proposed)

1. **ORD C36968** Relating to Utilities, Franchise Taxes; amending Section 08.10.030 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Adam McDaniel

2. **ORD C36969** Adopting a Six-Year Citywide Capital Improvement Program for the years 2027 through 2032. and amending The Citywide Capital Improvement Program (Cip) as referenced in Appendix C of The City of Spokane Comprehensive Plan. (Council Sponsors: Council President Wilkerson and Council Member Dillon) (Note: This item will appear under the "Final Hearings" section of the agenda on 11-18-2026) Jacob Miller

FURTHER ACTION DEFERRED ON PROPOSED LEGISLATIVE ITEMS

PENDING LEGISLATIVE ITEMS

Speakers have up to two (2) minutes to address individual items in the pending legislative items section, with the exception that the following items will be grouped for public comment in the following manner: Board and Commission Appointments (2 minutes to speak to all items in this section); Reports, Contracts, and Claims (2 minutes to speak to all items in this section). No final action will be taken by council on these items. Items in the pending legislative items section are expected to be moved to final legislative items section by the next legislative meeting, unless council takes action to modify an item's regular legislative timeline.

A. Board and Commission Appointments (Pending)

1. **CPR 2017-0033** Reappointment of Dr. Francisco Velazquez to the Health Sciences and Services Authority of Spokane County (HSSA) Board for a term of October 27, 2026, to October 26, 2030.

B. Reports, Contracts and Claims (Pending)

Public Safety and Community Health Committee (PSCHC) (Pending)

Public Infrastructure, Environment and Sustainability Committee (PIES) (Pending)

1. **OPR 2025-0460** Contract Amendment with Jacobs Solutions Inc., (Spokane) for wastewater facility planning services to meet the Riverside Park Water Reclamation Facility's NPDES permit planning requirements – additional amount not to exceed $986,355. (Council Sponsor: Council Member Klitzke) Lorena Croucher

Urban Experience Committee (UE) (Pending)

Finance and Administration Committee (F&A) (Pending)

2. **OPR 2021-0722** Outside Counsel Contract Amendment with Summit Law Group (Seattle, WA) re Bacon, et. al., v. City of Spokane, et. al. adding an additional $100,000 for a total amount of $1,250,000. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Michael Piccolo

3. **OPR 2022-0481** Outside Counsil Contract Amendment with Summit Law Group (Seattle, WA) for outside legal counsel assisting the City in Labor Negotiations and HR advice, adding an additional $150,000 for total amount of $700,000. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Michael Piccolo

4. **OPR 2024-0835** Outside Counsel Contract Amendment with Bryan Cave Leighton Paisner, LLP, (St. Louis, MO) for Legal Services in the matter of Currie v. City of Spokane, adding an additional $150,000 for a total amount of $400,000. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Michael Piccolo

5. **OPR 2025-0129** Contract Amendment with T.W. Clark Construction, LLC., (Spokane Valley, WA) for change orders 40 and 41 for Phase 1 of the Water Department Meter Shop-Main Office Renovation from May 28, 2026, for a total cost of $11,895.00 plus tax. (Council Sponsors: Council President Wilkerson and Council Members Dillon and Zappone) Dave Steele

6. **OPR 2025-0828** Contract Amendment with American Sprinkler Repair and Landscaping LLC (Spokane Valley, WA) for specific maintenance at the Combined Communication Building located at 1620 N. Rebecca Street in September 2026 not to exceed $5500 plus tax and needed irrigation work at the Plaza for the period of 9/1/2026-11/30/2028 not to exceed $3000 in labor plus tax and $3000 in parts plus tax. (Council Sponsors: Council President Wilkerson and Council Members Dillon and Zappone) Dave Steele

7. **OPR 2026-0884** Acceptance of $1,250,000 award from the Department of Justice's 2026 BJA Byrne Discretionary Funding program to support the City's new SMART emergency response program. (Council Sponsors: Council President Wilkerson and Council Members Dillon and Zappone) Cole Wicker

C. Emergency Ordinances (Pending)

NOTE: Emergency ordinances are those that go into effect immediately upon passage and are not subject to veto by the mayor. Under the Spokane City Charter (Sections 16 and 19) and the Spokane Municipal Code (SMC 01.01.080), every emergency ordinance must be designated as such in the title of the ordinance and include a description of the circumstances that require the ordinance take immediate effect. Emergency ordinances require 5 affirmative votes of the council.

D. Special Budget Ordinances (Pending)

NOTE: Special Budget Ordinances amend the adopted biennial budget and include the reference to an "emergency" to comply with state laws regarding adoption of municipal budgets. Special Budget Ordinances require 5 affirmative votes of the council. Under the City Charter (Sections 16 and 24), Special Budget Ordinances are effective immediately but are subject to veto by the Mayor.

1. **ORD C36971** Amending Ordinance NO. C36794, entitled in part, "An Ordinance adopting a Mid-Biennial Modification Budget for the City of Spokane", and amending it to accept a Bureau of Justice Assistance Discretionary Fund Grant to expand the Spokane Mobile Alternative Response (Smart) Program with a new Emergency Response Team, and declaring an emergency. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Cole Wicker

2. **ORD C36972** Amending Ordinance NO. C36794, entitled in Part, "An Ordinance adopting a Mid-Biennial Modification Budget for the City of Spokane", and amending it to adjust pay ranges to align with salary analysis, and declaring an emergency. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Allison Adams

3. **ORD C36973** Amending Ordinance NO. C36794, entitled in part, "An Ordinance adopting a Mid-Biennial Modification Budget for the City of Spokane", and amending it to authorize additional positions for the Spokane United 911 Network, and declaring an emergency. Stephen Williams

E. Resolutions (Pending)

1. **RES 2026-0076** Adopting the City of Spokane's legislative agenda for the 2027 state legislative session. (Council Sponsors: Council Members Dillon, Klitzke and Dixit) Erik Poulsen

2. **RES 2026-0077** Approving the Development Services Fee Table Public Rule. (Council Sponsors: Council Members Zappone and Klitzke) Tami Palmquist

3. **RES 2026-0078** Setting a Hearing for the right-of-way vacation of portions of Dalton Ave and Oak Street. (Council Sponsors: Council Members Klitzke and Zappone) Eldon Brown

4. **RES 2026-0079** Providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed $4,011,000; establishing interfund loan facilities from the Spokane Investment Pool to finance the repayment of a one-time interfund transfer from the Development Services Fund to the General Fund and pay certain bond issuance costs. (Council Sponsors: Council Members Dixit and Zappone) Matt Boston

5. **RES 2026-0080** Relating to the Utility Pipe Rehabilitation Program for on-site septic systems, side sewer, and water service lines. (Council Sponsors: Council Members Klitzke and Zappone) Nate Sulya

6. **RES 2026-0081** Setting the assessment roll hearing for the Downtown Parking and Business Improvement Area and providing notice of the 2027 assessments to property owners. (Council Sponsors: Council Members Zappone and Dillon) Amanda Beck

7. **RES 2026-0082** Setting the assessment roll hearing for the East Sprague Parking and Business Improvement Area and providing notice of the 2027 assessments to property owners. (Council Sponsors: Council Members Zappone and Dillon) Amanda Beck

8. **RES 2026-0083** Relating to the Amendment of the City of Spokane's Water System Plan dated September 27, 2023, adopted by Spokane City Council and approved by the Washington State Department of Health to include the 6-year Capital Plan. (Council Sponsors: Council President Wilkerson and Council Members Telis and Zappone) Mark Papich

9. **RES 2026-0070** Adopting the Division Street Transit-Oriented Development Plan. (Council Sponsors: Council Members Dillon, Klitzke, and Zappone) (Note: This item was deferred from the September 22, 2026, pending agenda to the October 28, 2026, proposed agenda but was inadvertently left off. This item has been added to the pending section of this agenda to follow the intended timeline) Colin Quinn-Hurst

F. Ordinances (Pending)

1. **ORD C36965** An Ordinance relating to fees and charges and amending sections of Chapter 08.02 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Klitzke) Tami Palmquist

2. **ORD C36966** An ordinance streamlining the City's administrative procedures for the formation of Local Improvement Districts; repealing Chapter 07.05; adopting a new Chapter 07.05A of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Telis) Adam McDaniel

3. **ORD C36937** Relating to nuisance properties; amending sections of Chapter 10.68 of the Spokane Municipal Code, and setting an effective date. (Council Sponsors: Council Members Dillon and Telis) (Note: At the 10-28-26 Legislative Session, City Council deferred this item for final consideration on 11-11-26) (As Amended 11-3-26)

G. Special Considerations (Pending)

FURTHER ACTION DEFERRED ON PENDING LEGISLATIVE ITEMS

FINAL LEGISLATIVE ITEMS

Speakers will have up to two (2) minutes to address final legislative items, which will be grouped for public comment in the following manner: Board and Commission Appointments (2 minutes to speak to all items in this section); Reports, Contracts, and Claims (2 minutes to speak to all items in this section), Special Budget Ordinances, Resolutions (2 minutes to speak to all items in this section), Ordinances (2 minutes to speak to all items in this section), and Special Considerations (2 minutes to speak to all items in this section). Council is expected to take final action on these items during the evening legislative session.

A. Board and Commission Appointments (Final)

B. Reports, Contracts and Claims (Final)

Public Safety and Community Health Committee (PSCHC) (Final)

Public Infrastructure, Environment and Sustainability Committee (PIES) (Final)

1. **OPR 2026-0869** Low Bid of Liberty Northwest Construction of Coeur d'Alene, Idaho for I-90 Stormwater Separation Project 2018052 for $2,148,166.61. An administrative reserve of 10% of the contract will be set aside. (East Central Neighborhood Council) (Council Sponsor: Council Member Klitzke) Dan Buller

2. **OPR 2024-1060** Amendment/Supplemental 2 to increase funds with Parametrix, Inc. (Spokane), for the Fish Lake Trail Phase 2 project. (Council Sponsor: Council Member Klitzke) Dan Buller

3. **OPR 2025-0887** Amendment to increase funds with Selland Construction (Wenatchee, WA) for the Hwy 195 - Meadowlane J-Turn Sidewalk project. (Council Sponsor: Council Member Klitzke) Dan Buller

4. **OPR 2026-0291** Amendment to increase funds with MJ Hughes Construction, Inc. (Vancouver, WA), for the Bridge Deck Repair Bundle - Greene Street, Freya Way, Freya Street, Havana Street project. (Council Sponsor: Council Member Klitzke) Dan Buller

5. **OPR 2026-0348** Amendment to increase funds with Road Products, Inc.(Spokane), for the High Visibility Sidewalks project. (Council Sponsor: Council Member Klitzke) Dan Buller

6. **OPR 2026-0870** Consultant Agreement with Horrocks, LLC (Spokane), for 60% of the design of Latah Bridge Rehabilitation - Project 2023103. An administrative reserve of 10% of the contract price, will be set aside. (Latah Neighborhood Council) (Council Sponsor: Council Member Klitzke) Dan Buller

7. **OPR 2024-0929** Contract renewal 2 of 4 with Industrial Service Solutions, LLC. dba Bay Valve Service & Engineering, LLC. (Longview, WA) for on-site valve repair services at the Waste to Energy Facility from 1/1/2027-12/31/2027 and a total cost not to exceed $150,000.00, plus tax. (Council Sponsor: Council Member Klitzke) Trace Bradburn

8. **OPR 2025-0005** Contract renewal 1 of 3 with Helfrich Brothers Boiler Works, Inc. (Lawrence, MA) for boilermaker services at the Waste to Energy Facility from 11/15/2026-11/14/2027 and a total cost not to exceed $2,500,000.00, plus tax. (Council Sponsor: Council Member Klitzke) Trace Bradburn

9. **OPR 2026-0871** Grant acceptance of $160,000 through the Washington Department of Ecology Spill Prevention, Preparedness, and Response Program. (Council Sponsors: Council Members Klitzke and Zappone) Mike Forbes

10. **OPR 2026-0874** Five (5) Year Value Blanket with Consolidated Supply (Spokane Valley, WA) for as-needed purchases of curb and valve boxes. Annual spend is estimated at $250,000.00 including tax. (Council Sponsors: Council President Wilkerson and Council Members Klitzke and Zappone) Reiner Hershaw

Urban Experience Committee (UE) (Final)

11. **OPR 2026-0221** An amendment to OPR 2026-0221 (The Salvation Army Inclement Weather 2026) to add an additional $30,000 in 1590 Heart Funds to support inclement weather bed operations through the end of the contract period ending 12/31/26. (Council Sponsors: Council Members Dixit and Zappone) Paradis Pourzanjani

12. **OPR 2026-0155** An amendment to OPR 2026-0155 (Catholic Charities Inclement Weather 2026) to add an additional $40,000 in 1590 Heart Funds to support inclement weather bed operations through the end of the contract period ending 12/31/26. (Council Sponsors: Council Members Dixit and Zappone) Paradis Pourzanjani

13. **OPR 2026-0154** An amendment to OPR 2026-0154 (Jewels Helping Hands Inclement Weather 2026) to add an additional $50,000 in 1590 Heart Funds to support inclement weather bed operations through the end of the contract period ending 12/31/26. (Council Sponsors: Council Members Dixit and Zappone) Paradis Pourzanjani

14. **OPR 2026-0872** Authorization of emergency contract with Jewels Helping Hands, the current Housing Navigation Center operator, to be reimbursed for $52,392.73 in costs associated with the additional operating hours at the Housing Navigation Center to

assist individuals affected by the Spokane Complex Fires. (Council Sponsors: Council Members Dixit and Zappone) Keri Cederquist

15. **OPR 2026-0873** Conditional Multifamily Tax Exemption contract with Rad Space, LLC, for the property located at 4111 E Longfellow Ave, to create 4 dwelling units. Following construction the project intends to finalize under the 12yr exemption. (Council Sponsors: Council Members Dixit and Zappone) Hollis Staal

Finance and Administration Committee (F&A) (Final)

Report of the Mayor of Pending:

1. Report of the Mayor of pending claims and payments of previously approved obligations through: October 16, 2026. Total $9,778,428.37 with Parks & Library Claims being approved by their respective boards. Claims excluding Parks & Library Total $9,468,490.39. (CPR 2026-0002)

2. Report of the Mayor of pending claims and payments of previously approved obligations through: October 23, 2026. Total $11,214,946.43 with Parks & Library Claims being approved by their respective boards. Claims excluding Parks & Library Total $9,964,983.62. (CPR 2026-0002)

3. Report of the Mayor of pending payroll claims of previously approved obligations through: October 24, 2026. Payroll check #582056 through check #582135 $10,398,396.33 (CPR 2026-0003)

C. Emergency Ordinances (Final)

NOTE: Emergency ordinances are those that go into effect immediately upon passage and are not subject to veto by the mayor. Under the Spokane City Charter (Sections 16 and 19) and the Spokane Municipal Code (SMC 01.01.080), every emergency ordinance must be designated as such in the title of the ordinance and include a description of the circumstances that require the ordinance take immediate effect. Emergency ordinances require 5 affirmative votes of the council.

D. Special Budget Ordinances (Final)

NOTE: Special Budget Ordinances amend the adopted biennial budget, and include the reference to an “emergency” to comply with state laws regarding adoption of municipal budgets. Special Budget Ordinances require 5 affirmative votes of the council. Under the City Charter (Sections 16 and 24), Special Budget Ordinances are effective immediately but are subject to veto by the Mayor.

1. **ORD C36964** Amending Ordinance NO. C36794, entitled in part, “an ordinance adopting a mid-biennial modification budget for the City of Spokane”, and amending it to establish an interfund sip loan to the general fund to repay a one-time interfund transfer from the development services fund, and declaring an emergency. (Council Sponsors: Council Members Dixit and Zappone) Matt Boston

E. Resolutions (Final)

F. Ordinances (Final)

1. **ORD C36948** Establishing the Equitable Budgeting Processes for the City of Spokane, amending Section 03.01B.021 relating to the Office of Civil Rights, Equity, and Inclusion (OCREI), and adopting a new chapter 18.13 to Title 18, all of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Dixit) Sarah Dixit (As Amended 10-27-26)

2. **ORD C36962** This item can be found under the "Final Hearings" section of the agenda.

3. **ORD C36963** An ordinance related to emergency loans of City equipment and property; adopting a new Section 02.04.105; and repealing Section 03.13.050 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Telis) Sarah Nuss/Adam McDaniel

G. Special Considerations (Final)

OPEN FORUM

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

ADJOURNMENT

At the conclusion of the Council's business, the October 14, 2026, Regular Legislative Session of the City Council will be adjourned. The next Regular Agenda Review Meeting is scheduled for October 27, 2026, at 11:00 a.m. The next Regular Legislative Session of the City Council is scheduled for October 28, 2026, at 6:00 p.m.

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

Agenda Sheet for City Council: **Committee:** Finance & Administration **Date:** 10/27/2026 **Committee Agenda type:** Discussion **Council Meeting Date:** 11/18/2026		**Date Rec'd**	10/20/2026
		Clerk's File #	
		Cross Ref #	
		Project #	
Submitting Dept	FINANCE & ADMINISTRATION	**Bid #**	
Contact Name/Phone	JACOB MILLER X6421	**Requisition #**	
Contact E-Mail	JMILLER@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	HEARING ON BIENNIUM BUDGET ORDINANCE		

Agenda Wording

HEARING ON AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE, WASHINGTON, FOR THE YEARS 2027 AND 2028, AND SETTING FORTH IN SUMMARY FORM THE TOTALS OF ESTIMATED REVENUES AND APPROPRIATIONS FOR EACH SEPARATE FUND.

Summary (Background)

Adoption of the 2027-2028 Biennium Budget. The City of Spokane is a first-class city with a population of less than 300,000 residents and is required, pursuant to RCW 35.34.120, to adopt a final budget prior to the close of the fiscal year at midnight, December 31, 2026. Upon receipt of the final City Council budget amendments to the 2027-2028 budget, the Department of Management and Budget will provide an amended copy of this Ordinance to the Office of the City Clerk. The amended Ordinance will include the final fund-level budget for adoption by City Council.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	STRATTON, JESSICA		
Division Director	STRATTON, JESSICA		
Accounting Manager	DANIELS, DERREK		
Legal	DUGGAN, ANDI		
For the Mayor	PICCOLO, MIKE		

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mboston@spokanecity.org	sneal@spokanecity.org

ORDINANCE NO. C36970

AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE, WASHINGTON, FOR THE YEARS 2027 AND 2028, AND SETTING FORTH IN SUMMARY FORM THE TOTALS OF ESTIMATED REVENUES AND APPROPRIATIONS FOR EACH SEPARATE FUND.

WHEREAS, State Law, Chapter 35.34 RCW has provided that the legislative body of any city may, by ordinance, elect to have two-year fiscal biennial budget in lieu of the annual budget which is otherwise provided for; and

WHEREAS, pursuant to State Law, Chapter 35.34, the City of Spokane, as a first-class city, is authorized to adopt a two-year biennial budget; and

WHEREAS, on June 24, 2024, the City Council adopted ordinance C36531 establishing a two-year biennial budget for the City of Spokane for the first two-year budget period beginning January 1, 2025.

WHEREAS, State Law requires that the City adopt a biennial budget before the end of the preceding calendar year; and

WHEREAS, the Mayor proposed the 2027-2028 Biennial Budget, on November 2, 2026, to the Spokane City Council as provided by law; and

WHEREAS, as required by law, on November 4, 2026, November 11, 2026, November 18, 2026, the City Council held public hearings and provided opportunity for public comment on the proposed 2027-2028 Biennial Budget; and

WHEREAS, all appropriations in the final budget must be limited to the total estimated revenues therein including the amount to be raised by all municipal revenue sources and the unencumbered fund balances estimated to be available at the close of the current fiscal year; and

WHEREAS, pursuant to RCW 35.34.200 the expenditures as classified and itemized by fund in the final budget adopted by the City Council shall constitute the City of Spokane's appropriations for the fiscal biennium commencing after midnight, December 31, 2026, subject to later adjustments as provided therein;

NOW, THEREFORE, the City Council of Spokane, Washington do ordain as follows:

Section 1. The biennial budget for the City of Spokane, Washington, for the years 2027 and 2028 is hereby adopted, by this reference, at the fund level in its final form and content as set forth below.

Section 2. Estimated revenues and expenditures, including fund balances or working capital for each separate fund of the City of Spokane, Washington, and the aggregate total for all such funds combined, for each year 2027 and 2028, are hereby appropriated for expenditure at the fund level set forth below.

Section 3. The City Chief Financial Officer is directed to transmit a copy of the budget, hereby adopted, to the Washington State Auditor's Office, and to the Association of Washington Cities.

Section 4. This ordinance shall be in force and take effect January 1, 2027.

Section 5. 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 unconstitutionality of any other section subsection, sentence, clause, phrase or word of this ordinance.

<After City Council Amendments to the 2027-2028 biennium budget, the Department of Management and Budget will insert the fund level budget and submit an amended copy of this Ordinance to the Office of the City Clerk>

ADOPTED by the City Council and APPROVED by the Mayor on _____
_____

_____
Council President

Attest:

Approved as to form:

_____
City Clerk

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 10/27/2026

Committee Agenda type: Discussion

Council Meeting Date: 11/18/2026

Date Rec'd	10/20/2026
Clerk's File #	RES 2026-0084
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY ATTORNEY
Contact Name/Phone	DAN EIGLER 6238
Contact E-Mail	DEIGLER@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Council Sponsor(s)	BWILKERSON KKLITZKE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	SETTLEMENT RESOLUTION - ALLBERY V. CITY OF SPOKANE

Agenda Wording

Resolution approving settlement in Allbery v. City of Spokane litigation, Spokane County Superior Court Cause #26-2-03767-32.

Summary (Background)

Andrea Allbery filed a claim against the City of Spokane on April 1, 2026, out of an incident that took place on or about June 16, 2025.

What impacts would the proposal have on historically excluded communities?

n/a

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

n/a

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

n/a

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

n/a

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	$ 65,000.00
Current Year Cost	$ 65,000.00
Subsequent Year(s) Cost	$

Narrative

Amount		**Budget Account**
Expense	$ 65,000.00	# 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	N/A

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

Approvals		**Additional Approvals**	
Dept Head	PICCOLO, MIKE		
Division Director			
Accounting Manager	DANIELS, DERREK		
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

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Resolution No. 2026-0084

RESOLUTION RE SETTLEMENT
OF CIVIL CLAIM AGAINST CITY OF SPOKANE

Resolution approving settlement in Allbery v. City of Spokane litigation, Spokane County Superior Court Cause #26-2-03767-32.

WHEREAS, a claim for damages was filed with the City of Spokane by Andrea Allbery ("Claimant") on April 1, 2026, arising out of an incident on or about June 16th, 2025, 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 **SIXTY-FIVE THOUSAND DOLLARS AND NO/100 ($65,000.00)**.

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 **SIXTY-FIVE THOUSAND DOLLARS AND NO/100 ($65,000.00)** 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.

PASSED the City Council this _____ day of _____, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 10/27/2026

Committee Agenda type: Discussion

Council Meeting Date: 11/18/2026

Date Rec'd	10/21/2026
Clerk's File #	RES 2026-0085
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL		
Contact Name/Phone	PAUL DILLON 625-6254		
Contact E-Mail	PDILLON@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	PDILLON SDIXIT KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	DESIGNATION OF GREATER SPOKANE LOW INCOME HOUSING CONSORTIUM		

Agenda Wording

A RESOLUTION designating Greater Spokane Low Income Housing Development Consortium, doing business as Spokane Regional Land Bank, to establish and operate as a land bank as provided in Chapter 35.108 RCW.

Summary (Background)

Washington State Bill 1974 (2026), later codified into Chapter 35.108 RCW authorizes local governments to adopt local legislation to establish a land bank to use new State-created tools and funds to address the problems caused by vacant, abandoned, and tax-delinquent properties. Once so designated, the land bank can hold property, tax-exempt, while preparing it for affordable housing and public benefit uses included with or attached to affordable housing. The state law permits the establishment of a land bank by a public corporation, a public housing authority established under chapter 35.82 RCW, or an entity with tax-exempt 501(c)(3)status. The legislation permits the land bank to be designated by resolution or established by ordinance and to use new state-created tools and funds to address the problems caused by vacant, abandoned, and tax-delinquent properties. This resolution designates the Greater Spokane Low Income Housing Development Consortium, doing business as Spokane Regional Land Bank to operate as a land bank under the terms of RCW 35.108. Greater Spokane Low Income Housing Consortium is a nonprofit Washington corporation and has been designated as a tax-exempt entity under Section 501 (c) (3) of the Internal Revenue Code; and therefore, qualifies for designation to establish and operate a land bank under RCW 35.108. Further, it has consented to the designation and the terms governing that designation, including providing an annual report to the Mayor and City Council commencing March 1, 2027. The resolution states the designation will remain in effect for five years, until January 1, 2032, during which time the Council will evaluate the merits of the land bank program and either renew the designation here, evaluate other entities for designation, and/or establish a public corporation to operate a land bank.

What impacts would the proposal have on historically excluded communities?

The goal of the land bank designation is to increase low-income housing stock by making vacant or underutilized property more affordable for low-income housing developers. It is presumed such goals benefit all Spokane citizens, but in particular historically marginalized 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?

The resolution requires the designee to report annually to the Mayor and Spokane City Council. The contents of the annual report will include, at a minimum. the information required by RCW 35.108.050: (a) Real property parcels acquired, held, and transferred during the year; (b) The manner of disposition and alignment with local housing and land use plans; (c) How each action advanced a community benefit; (d) The purchase price and assessed value of each parcel acquired; (e) The sales price and assessed value of each parcel transferred; (f) The number of housing units developed on each parcel transferred; (g) The affordability

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

See answer above

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

This program is consistent with the multiple programs advanced by the City of Spokane to increase the stock of low income housing.

Council Subcommittee Review

None

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	DANIELS, DERREK		
Legal	DUGGAN, ANDI		
For the Mayor			

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Kklitzke@spokanecity.org	

RESOLUTION 2026-0085

A RESOLUTION designating Greater Spokane Low Income Housing Development Consortium, doing business as Spokane Regional Land Bank, to establish and operate as a land bank as provided in Chapter 35.108 RCW.

WHEREAS, on March 27, 2026, House Bill 1974, which was sponsored by State Representative Natasha Hill and which authorized coordinated land banking, was signed into law by Governor Bob Ferguson and later codified into Chapter 35.108 of the Revised Code of Washington; and

WHEREAS, House Bill1974 authorizes local governments to adopt local legislation to establish a land bank to use new State-created tools and funds to address the problems caused by vacant, abandoned, and tax-delinquent properties; and

WHEREAS, land bank hold property, tax-exempt, while preparing it for affordable housing and public benefit uses included with or attached to affordable housing; and

WHEREAS, a city or county may authorize the establishment of a land bank by a public corporation established under RCW 35.21.730, a public housing authority established under chapter 35.82 RCW, or an entity exempt from federal income taxation under 26 U.S.C. Sec. 501(c)(3) of the internal revenue code of 1986, as amended; and

WHEREAS, the city or county legislative authority must adopt an ordinance or resolution authorizing such entity to establish and operate a land bank; and

WHEREAS, the Spokane Regional Land Bank was established in May 2022 by the Greater Spokane Low Income Housing Consortium with a mission is to provide access to low-cost land for affordable housing development; and

WHEREAS, the Greater Spokane Low Income Housing Consortium is a nonprofit Washington corporation and has been designated as a tax-exempt entity under Section 501 (c) (3) of the Internal Revenue Code; and therefore, qualifies for designation to establish and operate a land bank under RCW 35.108; and

WHEREAS, the City Council finds that designating the Greater Spokane Regional Land Bank as a land bank is the most expeditious path toward implementing a land bank under House Bill 1974; and

WHEREAS, the City Council finds that the governing body of the Greater Spokane Regional Land Bank, in a written resolution dated _____, 2026, has consented to designation as a land bank and agreed to abide by the terms of such designation; and

WHEREAS, the City Council intends for this designation to be in effect for approximately five years, until January 1, 2032, during which time the Council will evaluate the merits of the land bank program and either renew the designation here, evaluate other entities for designation, and/or establish a public corporation to operate a land bank;

NOW, THEREFORE, **BE IT RESOLVED**, that pursuant to RCW 35.108.030, the Spokane City Council designates Greater Spokane Low Income Housing Development Consortium, doing business as Spokane Regional Land Bank, (UBI 601 258 322) to establish and operate a land bank as provided under Chapter 35.108 RCW; and

BE IT FURTHER RESOLVED that the public purpose of this designation is to permit the Greater Spokane Low Income Housing Development Consortium, dba Spokane Regional Land Bank, to acquire, hold, manage and transfer property for affordable housing consistent with adopted local housing plans and Chapter 36.70A RCW;

BE IT FURTHER RESOLVED that the Greater Spokane Low Income Housing Development Consortium, dba Spokane Regional Land Bank, shall govern its affairs consistent with Washington and federal law relating to nonprofit corporations, and public oversight shall be satisfied through the annual reporting required by this resolution and Section 35.108.050; and

BE IT FURTHER RESOLVED that Greater Spokane Low Income Housing Development Consortium, dba Spokane Regional Land Bank, shall be deemed to have all of the responsibilities and authority of a land bank under Chapter 35.108 RCW, including, but not limited to:

1) Establishing and maintaining an inventory of real property acquired, held, leased, or transferred by a land bank authority consistent with Chapter 35.108 RCW;
2) Acquiring, holding, managing, improving, leasing, transferring and/or disposing to be used as affordable housing, consistent with Chapter 35.108 RCW, including transfers at less than fair market value in exchange for affordability requirements stated therein; and
3) Commencing March 1, 2027, and thereafter on March 1 of each year, preparing and publishing an annual report fulfilling the requirements of RCW 35.108.050 and in addition, formally presenting such report to the Mayor of Spokane and the Spokane City Council; and

BE IT FURTHER RESOLVED that the designation under this resolution shall expire on January 1, 2032 unless renewed by resolution of this council or supplanted by ordinance of equal effect.

Adopted by the City Council this ____ day of November, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 10/27/2026

Committee Agenda type: Discussion

Council Meeting Date: 11/18/2026

Date Rec'd	10/16/2026		
Clerk's File #	RES 2026-0086		
Cross Ref #			
Project #			
Submitting Dept	FINANCE & ADMINISTRATION	**Bid #**	
Contact Name/Phone	MATT BOSTON 625-6820	**Requisition #**	
Contact E-Mail	MBOSTON@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	DOWNRIVER SIP REFI LOAN		

Agenda Wording

A resolution of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Refunding Bond in the aggregate principal amount of not to exceed $1,535,000; establishing interfund loan facilities from the Spokane Investment Pool to refinance an existing interfund loan and pay certain bond issuance costs.

Summary (Background)

The 2021 $2.5M Downriver SIP loan has not been paid off and needs to be refinanced. The Golf fund has the opportunity to prepay this refinanced loan.

What impacts would the proposal have on historically excluded communities?

N/A - this is authorizing a refinance of existing internal debt

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 is authorizing a refinance of existing internal debt

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

N/A - this is authorizing a refinance of existing internal debt

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 - this is authorizing a refinance of existing internal debt

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** $1,535,000
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

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

Funding Source	Recurring
Funding Source Type	Reallocation

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

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	STRATTON, JESSICA		
Division Director	BOSTON, MATTHEW		
Accounting Manager	DANIELS, DERREK		
Legal	DUGGAN, ANDI		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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CITY OF SPOKANE, WASHINGTON

DOWNRIVER GOLF COURSE IMPROVEMENTS

LIMITED TAX GENERAL OBLIGATION REFUNDING BOND SERIES 2026 (TAXABLE)

RESOLUTION NO. 2026–0086

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Refunding Bond in the aggregate principal amount of not to exceed $1,535,000; establishing interfund loan facilities from the Spokane Investment Pool to refinance an existing interfund loan and pay certain bond issuance costs; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

ADOPTED November 18, 2026

PREPARED BY:

KUTAK ROCK LLP
Spokane, Washington

CITY OF SPOKANE, WASHINGTON

DOWNRIVER GOLF COURSE IMPROVEMENTS
LIMITED TAX GENERAL OBLIGATION REFUNDING BOND
SERIES 2026 (TAXABLE)

TABLE OF CONTENTS*

Section 1.	Definitions	2
Section 2.	Rules of Interpretation	3
Section 3.	Authorization and Description of Bond.	3
Section 4.	Sale of Bond and Prepayment	4
Section 5.	Application of Bond Proceeds.	4
Section 6.	Pledge of Funds and Credit	4
Section 7.	Registration and Payments.	4
Section 8.	Execution and Authentication of Bond	4
Section 9.	Form of Bond	5
Section 10.	Ongoing Disclosure.	7
Section 11.	Prior Acts.	7
Section 12.	Severability.	7
Section 13.	Effective Date.	7

* This Table of Contents and the cover pages are not a part of the following Resolution and are included only for the convenience of the reader.

CITY OF SPOKANE, WASHINGTON

RESOLUTION NO. 2026 –0086

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Refunding Bond in the aggregate principal amount of not to exceed $1,535,000; establishing interfund loan facilities from the Spokane Investment Pool to refinance an existing interfund loan and pay certain bond issuance costs; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

RECITALS

WHEREAS, the City of Spokane, Spokane County, Washington (the "**City**"), is a first-class charter city duly organized and existing under and by virtue of the laws of the State of Washington and the Charter of the City; and

WHEREAS, pursuant to Resolution No. 2021-0035, adopted on May 3, 2021, the City authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund in the amount of up to $2,500,000.00, which was used for capital improvements to Downriver Golf Course (the "**2021 Loan**"), which remains outstanding in the principal amount of $1,709,601.78; and

WHEREAS, the 2021 Loan was documented with and secured by the City's Downriver Golf Course Improvements Limited Tax General Obligation Bond, Series 2021 (the "**2021 Bond**"), which was purchased by the Spokane Investment Pool ("**SIP**"), and is prepayable, in whole or in part, at any time; and

WHEREAS, RCW 35.39.030(4) authorizes the City to invest its money in general obligation or utility revenue bonds or warrants of its own or of any other city or town in the state, and Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments ("**Investment Policy**") further authorize the City Treasurer to invest in general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy; and

WHEREAS, it is deemed necessary and in the best interest of the City to provide for the refunding of the 2021 Bond and restructuring of the debt service thereon through the issuance of the City's Downriver Golf Course Improvements Limited Tax General Obligation Refunding Bond, Series 2026 (Taxable) in the aggregate principal amount of not to exceed $1,535,000 (the "**Bond**") to be purchased by the SIP.

NOW THEREFORE, BE IT RESOLVED by the City Council as follows:

SECTION 1. DEFINITIONS. As used in this Resolution the following words shall have the following meanings:

Asset Management Fund means the City's existing special fund of the same name into which all revenues collected for and allocated to the payment of the principal and interest on the Bond shall be deposited into a separate account for such purpose; and into which the principal proceeds received from the sale and delivery of the Bond shall be paid into a separate account within the Asset Management Fund and used to pay the costs of refunding the 2021 Bond and costs of issuing the Bond.

Bond means the City of Spokane Downriver Golf Course Improvements Limited Tax General Obligation Refunding Bond, Series 2026 (Taxable), issued pursuant to this Resolution in the principal amount of not to exceed $1,535,000.

Bond Owner or ***Registered Owner*** means the City of Spokane, as payee, for the benefit of the Spokane Investment Pool.

Bond Registrar means the Treasurer or any successor appointed by the Treasurer.

City means the City of Spokane, Spokane County, Washington, a first-class charter city duly organized and existing under the laws of the State of Washington and its City Charter.

City Council means the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

Maturity Date means a date established by the SIP upon purchase of the Bond, in conformance with the semi-annual payment dates for the Bond, provided, such date shall not exceed the date that is five years from the date of issuance of the Bond.

Resolution means this Resolution, which authorizes, among other things, the City to issue the Bond.

SIP means the Spokane Investment Pool.

SIP Internal Lending Rate means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated on the first day of the month in which the Bond is issued, as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%).

Treasurer means the Treasurer of the City, or any successor to the functions of the Treasurer.

2021 Bond means the City's Downriver Golf Course Improvements Limited Tax General Obligation Bond, Series 2021, issued pursuant to Resolution No. 2021-0035, which bond is currently outstanding in the principal amount of $1,709,601.78.

SECTION 2. RULES OF INTERPRETATION. In this Resolution, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Resolution, refer to this Resolution as a whole and not to any particular article, section, subdivision or clause hereof, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this Resolution;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several Sections of this Resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Resolution, nor shall they affect its meaning, construction or effect; and

(e) All references herein to "sections" and other subdivisions or clauses are to the corresponding sections, subdivisions or clauses hereof.

SECTION 3. AUTHORIZATION AND DESCRIPTION OF BOND.

To provide funds to refinance the 2021 Bond and to pay costs of issuing the Bond, the City shall issue a single taxable limited tax general obligation refunding bond of the City to the SIP in the principal amount of not to exceed $1,535,000 to document, secure and restructure an interfund loan facility with the SIP of not to exceed $1,535,000.

The Bond shall be dated as of the date of delivery to the SIP, shall be in the denomination of not to exceed $1,535,000, shall be fully registered as to principal and interest, shall be numbered in such manner and with any additional identification as the Bond Registrar deems necessary for identification, and shall mature on the Maturity Date. Interest on the Bond shall be calculated on the basis of a 360-day year consisting of twelve 30-day months, and principal of and interest thereon shall be due semi-annually on the payment dates established by the SIP, provided the final payments may be balloon payments due and payable on the Maturity Date.

The Bond shall bear interest at the applicable SIP Internal Lending Rate. The Bond shall be amortized to create approximately level debt service based on semi-annual payments of principal and interest, with final payment of principal and all accrued interest on the Maturity Date, which final payment may be a balloon payment. The SIP shall provide an amortization schedule detailing the principal and interest payment amounts and dates, including the Maturity Date, and attach such schedule as Exhibit A to the Bond.

SECTION 4. SALE OF BOND AND PREPAYMENT.

(a) *Approval of Sale.* The City Council hereby approves the SIP's offer to purchase the Bond and refinance an existing interfund loan on the terms set forth in this Resolution. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bond to the City of Spokane for the benefit of the SIP.

(b) *Prepayment.* At the option of the City, or upon demand of the SIP, the Bond may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal. No notice of prepayment to the Registered Owner is required. Interest on prepaid principal shall cease to accrue on the date of prepayment.

SECTION 5. APPLICATION OF BOND PROCEEDS.

(a) The proceeds of the Bond shall be expended to pay the costs of refinancing the 2021 Bond and to pay the costs of issuing the Bond as authorized herein.

(b) The net proceeds of the Bond shall be deposited into the Asset Management Fund for the purposes of refunding the 2021 Bond and discharging the obligations of the City relating thereto under Resolution No. 2021-0035.

SECTION 6. PLEDGE OF FUNDS AND CREDIT.

To pay principal of and interest on the Bond as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit legally available funds into the Asset Management Fund in amounts sufficient to pay when due the principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

SECTION 7. REGISTRATION AND PAYMENTS.

The Treasurer shall act as authenticating agent, paying agent and registrar for the Bond (collectively, the "**Bond Registrar**"). Both principal of and interest on the Bond shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bond shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bond shall be paid upon presentation and surrender of the Bond to the Bond Registrar. The Bond is not transferable.

SECTION 8. EXECUTION AND AUTHENTICATION OF BOND.

The Bond shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and the seal of the City shall be impressed thereon.

Only a Bond that bears a Registration Certificate in the form set forth in Section 9 hereof, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution. Such Registration Certificate shall be conclusive evidence that

the Bond so authenticated has been duly executed, authenticated and delivered hereunder and is entitled to the benefits of this Resolution.

In case any of the officers who shall have executed the Bond shall cease to be an officer or officers of the City before the Bond shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bond may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bond shall be the proper officers of the City although at the original date of the Bond any such person shall not have been such officer of the City.

SECTION 9. FORM OF BOND.

The Bond shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. R-1 $_____

STATE OF WASHINGTON
CITY OF SPOKANE
DOWNRIVER GOLF COURSE IMPROVEMENTS
LIMITED TAX GENERAL OBLIGATION REFUNDING BOND
SERIES 2026 (TAXABLE)

INTEREST RATE: SIP Internal Lending Rate, as described in the Bond Resolution

MATURITY DATE: _____ 1, 20___

REGISTERED OWNER: CITY OF SPOKANE, WA for the benefit of the SPOKANE INVESTMENT POOL

TAX IDENTIFICATION #: 91-6001280

PRINCIPAL AMOUNT: _____ AND 00/100 DOLLARS

CITY OF SPOKANE, Spokane County, Washington, a municipal corporation of the State of Washington (the "City"), for value received hereby promises to pay to the Registered Owner identified above, the principal amount of this Bond, plus interest, as indicated above.

This Bond is issued under authority of Resolution No. 2026-____, adopted by the City Council on _____, 2026 (the "Bond Resolution"), to document and secure an interfund loan from the Spokane Investment Pool ("SIP") to pay the costs of refunding the City's Downriver Golf Course Improvements Limited Tax General Obligation Bond, Series 2021, and to pay the costs of

issuance of the Bond. Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Resolution.

Interest on the interfund loan established hereunder shall be determined as described in the Bond Resolution, shall be set at the SIP Internal Lending Rate, and shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Both principal of and interest on this Bond are payable in lawful money of the United States of America on the dates and in the amounts set forth in the amortization schedule attached hereto as Exhibit A. Upon final payment of all installments of principal and interest thereon, this Bond shall be submitted to the Treasurer of the City (the "Bond Registrar") for cancellation and surrender. Installments of principal of and interest on this Bond shall be paid by interfund transfer or by check or draft mailed on the date such principal and interest is due or by electronic funds transfer made on the date such interest is due to the Registered Owner or nominee at the address appearing on the bond register.

This Bond is not transferable. This Bond is prepayable upon demand of the SIP.

The City reserves the right to prepay principal of this Bond in advance of the scheduled payments set forth in Exhibit A, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Resolution.

To pay installments of principal of and interest on the Bond as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit legally available funds into the Asset Management Fund in amounts sufficient to pay such principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Registration Certificate hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this Bond have happened, been done and performed and that the issuance of this Bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this Bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, as of the ___ day of _____, 2026.

CITY OF SPOKANE, WASHINGTON

By_____*/s/*_____
Mayor

ATTEST:

_____/s/_____
City Clerk

(SEAL)

CERTIFICATE OF REGISTRATION

Date of Authentication: _____, 2026

This Bond is the Downriver Golf Course Improvements Limited Tax General Obligation Refunding Bond, Series 2026 (Taxable) of the City dated _____, 2026 described in the within-mentioned Bond Resolution.

TREASURER of the City of Spokane,
as Bond Registrar

By_____/s/_____

SECTION 10. ONGOING DISCLOSURE.

The Bond secures an interfund loan. The City has determined that the Bond is not subject to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, and the City makes no undertaking regarding ongoing disclosure with respect to the Bond.

SECTION 11. PRIOR ACTS.

All acts taken pursuant to the authority of this Resolution but prior to its effective date are hereby ratified and confirmed.

SECTION 12. SEVERABILITY.

If any provision in this Resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this Resolution and shall in no way affect the validity of the other provisions of this Resolution or of the Bond.

SECTION 13. EFFECTIVE DATE.

This Resolution shall become effective immediately upon its adoption.

[Remainder of Page Intentionally Left Blank]

Adopted this __ day of _____, 2026.

CITY OF SPOKANE
Spokane County, Washington

_____
Betsy Wilkerson, Council President

ATTEST:

_____
Clerk

_____
Mayor Lisa Brown

(SEAL)

APPROVED AS TO FORM:

_____
City Attorney

_____
Tanya L. Lawless, Bond Counsel

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 10/27/2026

Committee Agenda type: Discussion

Council Meeting Date: 11/18/2026

Date Rec'd	10/21/2026		
Clerk's File #	RES 2026-0087		
Cross Ref #			
Project #			
Submitting Dept	GRANTS MANAGEMENT	**Bid #**	
Contact Name/Phone	COLE WICKER X6822	**Requisition #**	
Contact E-Mail	WWICKER@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	RESOLUTION FOR THE FUNDING FOR SUBRECIPIENT CONTRACTS THROUGH		

Agenda Wording

A resolution setting forth the City Council's approval and endorsement of funding for a one-time BJA Discretionary Fund Grant from the Department of Justice for sub-recipient contracts.

Summary (Background)

In September 2026, the city received $1,250,000 in funding for new mobile response teams from the Byrne Discretionary Fund. This resolution sets forth provisions for future contracting process with our behavioral health providers supported within the grant. The budget will include: two sub-recipient contracts, one for our 911 Clinicians and one for our Behavioral Health Units, ($1,025,000); Supplies and Furniture for the new staff ($124,630); Staff Training for new SMART protocols ($27,000); Administration Costs ($37,500); and Indirect Costs ($35,870). Frontier Behavioral Health submitted a favorable budget with their RFP. This $568,763 request includes $353,733 in salaries for 4.67 FTE positions, benefits ($93,739), other direct costs ($21,017), indirect costs ($70,273), and startup costs ($30,000)

What impacts would the proposal have on historically excluded communities?

This funding allows the City of Spokane to expand its SMART (Spokane Mobile Alternative Response Teams) program and will divert individuals from arrest or hospital emergency rooms and create additional capacity for the Spokane Police Department and Spokane Fire Department. These civilian-led mobile response teams will respond to calls that do not involve a safety risk or medical emergency. This program will target behavioral health calls and offer more appropriate care and follow-up services. This position will serve some of Spokane's most vulnerable populations, those experiencing behavioral health crises.

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

Data collection will be in accordance with City and Department Policy. We will track the number of calls, time spent on response, estimated time saved on EMT resources, and 911 utilization during overdose scenarios. We do not anticipate disaggregating data as noted above.

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

Data collection will be in accordance with City and Department Policy. We will track the number of calls, time spent on response, estimated time saved on EMT resources, and 911 utilization during overdose scenarios. As we look towards evaluating program success, we hope to track time served, usable opioid data, and our time saved as major benchmarks for success. The City of Spokane will measure success by tracking individual diversions from arrest and emergency rooms as well as the amount of time a mobile alternative team saves traditional police and fire/EMS responses, and the number of repeat emergency contacts[CW1.1][YM1.2]. We

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

This program supports the new initiatives through the SUN. Expanded emergency response programs broadly benefits the City.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 1,250,000
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

See Narrative in Summary Section

Amount		Budget Account
Revenue	$ 1,250,000	# 1330-95671-99999-33116-99999
Expense	$ 1,025,000	# 1330-95671-14230-54201-99999
Expense	$ 24,630	# 1330-95671-14230-53101-99999
Expense	$ 100,000	# 1330-95671-14230-53505-99999
Expense	$ 35,870	# 1330-95671-14230-54992-99999
Expense	$ 46,739	# 1330-95671-14230-51991-99999

Funding Source	One-Time
Funding Source Type	Grant

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

Expense Occurrence	One-Time

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

Additional Budget Code: Expense – $17,761- 1330-95671-14230-52991-99999

Approvals		Additional Approvals	
Dept Head	STRATTON, JESSICA	**ACCOUNTING -**	BROWN, SKYLER
Division Director	STRATTON, JESSICA		
Accounting Manager	DUFFEY, ANDREW		
Legal	DUGGAN, ANDI		
For the Mayor	PICCOLO, MIKE		

Distribution List

grants@spokanecity.org	sbrown@spokanecity.org

RESOLUTION NO. 2026- 0087

A resolution setting forth the City Council's endorsement of the allocation of funding to Frontier Behavioral Health with funding from a one-time FY 2026 BJA Byrne Discretionary Community Project Grant from the Department of Justice, and authorizing the execution of related contracts without further City Council review and action.

WHEREAS, In September 2026, the Department of Justice awarded a one-year award in an amount of $1,250,000 to the City of Spokane for its FY 2026 BJA Byrne Discretionary Community Projects Grant; and

WHEREAS, the grant includes funding for 911 Clinician services which will allow trained staff to respond to emergency calls in real-time through our new PSAP services, and includes funding for additional embedded Behavioral Health Clinicians; and

WHEREAS, the ability to safely de-escalate behavioral health crises, provide real-time support within our PSAP program, and divert individuals from unnecessary emergency department visits fits within the goals and scope of the grant and the priorities set by the City of Spokane; and

WHEREAS, the City of Spokane solicited open applications through RFP 6587-26 "911 Clinician Services (Re-Bid), with Frontier Behavioral Health submitting a competitive application in response to the open RFP process; and

WHEREAS, due to the abbreviated timeline of the grant execution and the previously executed open RFP process in accordance with City guidelines, the Grants Management Office is requesting that the Council approves the allocation of $568,763 for Frontier Behavioral Health for the new 911 Clinicians and up to $456,237 for additional Behavioral Health Clinicians determined through a future Request for Proposals; $124,630 for supplies and furniture; $64,500 for wages and benefits; and $35,870 for indirect costs; and

NOW THEREFORE, BE IT RESOLVED, the City Council authorizes the administration through the Grants Management Office and any other applicable staff to execute the appropriate contracts and take other action necessary to effect the above allocation, consistent with the terms of set forth in this resolution and without further action from the City Council.

PASSED the City Council this _____ day of _____, 2026.

_____

City Clerk

Approved as to form:

_____

Assistant City Attorney

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 10/27/2026

Committee Agenda type: Discussion

Council Meeting Date: 11/18/2026

Date Rec'd	10/21/2026		
Clerk's File #	RES 2026-0088		
Cross Ref #			
Project #			
Submitting Dept	RISK MANAGEMENT	**Bid #**	
Contact Name/Phone	STEPHANIE X6376	**Requisition #**	
Contact E-Mail	SPUCKETT@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	2027 CITY INSURANCE PREMIUMS		

Agenda Wording

A Resolution declaring the waiver of public bid requirements for the purchase of 2027 insurance premiums for specified City insurance coverages and authorizing the purchase of insurance coverages without further action.

Summary (Background)

he City is self-insured but carries excess liability coverage as part of fiscal policy to minimize financial exposure. The estimated premium cost is $4,748,209.11 Requesting approval to purchase various insurance policies for the City of Spokane for the period of 1/1/2027 -1/1/2028. Arthur J. Gallagher, the City's contracted broker has marketed the City's insurance requirements. Policy coverage information, City of Spokane Preliminary proposal estimated with increase of 11.51% over 2026.

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?

Risk Management monitors insurance and coordinates with consultant to identify best insurance coverage cost

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 Fiscal policy

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 4,748,209.11
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

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

Funding Source	One-Time
Funding Source Type	Program Revenue

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

Expense Occurrence	One-Time

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

Budget code vary depending on department

Approvals		**Additional Approvals**	
Dept Head	STRATTON, JESSICA		
Division Director	BOSTON, MATTHEW		
Accounting Manager	DANIELS, DERREK		
Legal	DUGGAN, ANDI		
For the Mayor	PICCOLO, MIKE		

Distribution List	
spuckett@spokanecity.org	mboston@spokanecity.org
ddaniels@spokanecity.org	jnechanicky@spokanecity.org
mdean@spokanecity.org	sneal@spokanecity.org

RESOLUTION NO. 2026-0088

A Resolution declaring the waiver of public bid requirements for the purchase of 2027 insurance premiums for specified City insurance coverages and authorizing the purchase of insurance coverages without further action.

WHEREAS, the City of Spokane is self-insured but carries various insurance policies as a practice of fiscal policy; and

WHEREAS, the City annually secures coverage for property casualty, general liability, law enforcement liability, commercial auto liability, public officials' liability, damage and repair to boilers and machinery, acts of terrorism, inland marine casualty (fire truck), excess worker's compensation, cyber liability, criminal acts, and limited aviation coverage; and

WHEREAS, the nature of the insurance industry is such that utilizing normal public procurement processes are likely to result in a higher cost of premiums; and

WHEREAS, the City of Spokane does not have sufficient subject matter experts to coordinate and negotiate the various insurance coverages and premiums necessary to properly insure the City, and for this reason the City hired an insurance broker, who was selected through normal competitive procurement process and whose fees are paid separately from premiums, to negotiate premiums and coverages on behalf of the City; and

WHEREAS, it is recommended the City secure certain insurance coverages as negotiated by its insurance broker and recommended from time to time, usually on an annual basis; and

WHEREAS, as allowed by RCW 39.04.280 (1) (d), and SMC 07.06.170, the Council may by resolution waive the public bid requirements of insurance; and

WHEREAS, the City desires to waive public bid requirements for the foregoing insurance coverages, as well as other coverages that may be identified as prudent for the City to secure; and

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council hereby declares a waiver of public bid requirements for the purchase of insurance policies; and

BE IT ALSO RESOLVED that the City Council authorizes the City and Risk Management to execute contracts to secure property casualty, general liability, law

enforcement liability, commercial auto liability, public officials' liability, equipment breakdown, acts of terrorism, inland marine casualty (fire truck), excess worker's compensation, cyber liability, criminal acts, and limited aviation coverages, up to amount not to exceed $4,748,209.11, and all without further approval of the City Council; and

BE IT ALSO RESOLVED that the City Council authorizes the City and Risk Management to execute contract(s) for other coverages only by separate resolution.

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

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Coverage	Carrier	Policy	Expiring Premium	Expiring Taxes/fees	Expiring Subtotal
Property Excluding URD, WTE, WWTP, MMW	Travelers Indemnity Company	KTKCMB7Y26434626	$267,480.00	$0.00	$267,480.00
Property Upriver Dam at 70% particiption	Hartford Insurance Company	NHX0005212007	$231,508.00	$5,324.68	$236,832.68
Property Upriver Dam at 30% particiption	Starr Surplus Lines Insurance Company	26SSLDODD342771	$94,459.00	$2,172.56	$96,631.56
Property Waste to Energy at 50% participation	HSB Specialty Insurance Company	NHX0005212069	$475,000.00	$10,925.00	$485,925.00
Property Waste to Energy at 35% participation	Starr Surplus Lines Insurance Company	26SSLDODD342761	$263,717.00	$23,967.99	$287,684.99
Property Waste to Enegery at 6% participation	HDI Global Specialty	B1263EA0389726	$70,720.00	$1,626.56	$72,346.56
Property Waste to Energy at 5% participation	Houston Casualty Company	B1263EA0391726	$56,471.00	$1,298.82	$57,769.82
Property Waste to Energy at 4% participation	Korean Reinsurance Company	B1263EA0390926	$28,366.16	$652.42	$29,018.58
Property Riverside Park	Affiliated FM Insurance Company	1161724	$434,333.00	$0.00	$434,333.00
Boiler and Machinery	Liberty Mutual Fire Insurance Company	YB2L9L467836016	$107,827.00	$0.00	$107,827.00
Inland Marine	AGCS Marine Insurace Company (Allianz)	MXI93044289	$89,946.00	$0.00	$89,946.00
Terrorism	Liberty Surplus Insurance Corporation	5N561697001	$58,188.24	$1,308.24	$59,496.48
Liability Package	Safety National Casualty Corporation	XPR4068423	$892,547.00	$0.00	$892,547.00
Excess Liability $5M x $5M	Homeland Insurance Company of NY	WAGLSPO00127	$612,000.00	$14,076.00	$626,076.00
Excess Workers Compensation	Safety National Casualty Corporation	SP4067285	$356,946.00	$0.00	$356,946.00
Primary Cyber $5M	AIG Specialty Insurance Company	11668531	$77,000.00	$1,771.00	$78,771.00
Excess Cyber $5M x $5M	Homeland Insurance Company of NY	7200035250000	$45,000.00	$1,035.00	$46,035.00
Crime (3 year annual installment)	Hanover Insurance Company	BD2M24029500	$17,597.00	$0.00	$17,597.00
$5M Drone	Global Aerospace	9012554	$14,437.00	$0.00	$14,437.00
Admin Fee	Gallagher	Agency Admin Fee	$500.00	$0.00	$500.00
				Expiring total	**$4,258,200.67**

Coverage	Carrier	Policy	Indication Premium	Indication Taxes/Fees	Indication Subtotal	e	Comments
Property Excluding URD, WTE, WWTP, MMW	Travelers Indemnity Company	KTKCMB7Y26434626	$277,000.00	$0.00	$277,000.00		3.40%
Property Upriver Dam at 70% particiption	Hartford Insurance Company	NHX0005212007	$254,658.00	$5,857.13	$260,515.13		10%
Property Upriver Dam at 30% particiption	Starr Surplus Lines Insurance Company	26SSLDODD342771	$103,905.00	$2,389.82	$106,294.82		10%
Property Waste to Energy at 50% participation	HSB Specialty Insurance Company	NHX0005212069	$522,500.00	$12,017.50	$534,517.50		10%
Property Waste to Energy at 35% participation	Starr Surplus Lines Insurance Company	26SSLDODD342761	$290,089.00	$23,672.00	$313,761.00		10%
Property Waste to Enegery at 6% participation	HDI Global Specialty	B1263EA0389726	$77,792.00	$1,789.22	$79,581.22		10%
Property Waste to Energy at 5% participation	Houston Casualty Company	B1263EA0391726	$62,118.10	$1,428.72	$63,546.82		10%
Property Waste to Energy at 4% participation	Korean Reinsurance Company	B1263EA0390926	$31,203.00	$717.67	$31,920.67		10%
Property Riverside Park	Affiliated FM Insurance Company	1161724	$460,000.00	$0.00	$460,000.00		6%
Boiler and Machinery	Liberty Mutual Fire Insurance Company	YB2L9L467836016	$72,975.00	$0.00	$72,975.00		32% decrease
Inland Marine	AGCS Marine Insurace Company (Allianz)	MXI93044289	$108,000.00	$0.00	$108,000.00		20.00%
Terrorism	Liberty Surplus Insurance Corporation	5N561697001	$56,000.00	$1,288.00	$57,288.00		3.76% decrease
Liability Package	Safety National Casualty Corporation	XPR4068423	$1,115,683.75	$0.00	$1,115,683.75		25%
Excess Liability $5M x $5M	Homeland Insurance Company of NY	WAGLSPO00127	$734,400.00	$16,891.20	$751,291.20		15-20%
Excess Workers Compensation	Safety National Casualty Corporation	SP4067285	$358,056.00	$0.00	$358,056.00		0.31%
Primary Cyber $5M	AIG Specialty Insurance Company	11668531	$77,000.00	$1,771.00	$78,771.00		flat - 2.6% decrease
Excess Cyber $5M x $5M	Homeland Insurance Company of NY	7200035250000	$45,000.00	$1,035.00	$46,035.00		flat - 2.6% decrease
Crime (3 year annual installment)	Hanover Insurance Company	BD2M24029500	$17,597.00	$0.00	$17,597.00		flat installment
$5M Drone	Global Aerospace	9012554	$14,875.00	$0.00	$14,875.00		3% increase
Admin Fee	Gallagher	Agency Admin Fee	$500.00	$0.00	$500.00		flat
				Renewal Indication Tota	**$4,748,209.11**		11.50%

WA state surplus lines taxes are 2.3% of the renewal premium

Certain policies may include inspection fees

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 10/27/2026

Committee Agenda type: Discussion

Council Meeting Date: 11/18/2026

Date Rec'd	10/22/2026		
Clerk's File #	RES 2026-0089		
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	ZACK ZAPPONE 625-6256	**Requisition #**	
Contact E-Mail	ZZAPONNE@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	ZZAPPONE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	RESOLUTION ADOPTING COUNCIL RULE CHANGES		

Agenda Wording

A Resolution adopting revisions to the City Council's Rules of Procedure relating to amendments.

Summary (Background)

Section 9 of the Spokane City Charter and SMC 02.01.050 state the city council establishes its rules of procedure. The City Council's Rules of Procedure may be amended by resolution and are amended from time to time, normally on an annual basis. The City Council last adopted rule changes in March 2026, including substantial changes to meetings days, agenda format, public testimony, and adoption of amendments, some of which were effective July 9, 2026. Since adopting new rules the City Council has concluded that further refinements are needed to avoid ambiguity and to clarify the applicable procedure for late amendments, while ensuring notice to public of changes to legislation. The changes to Council Rule 4.2 are set forth in the attached Exhibit A. The changes clarify how amendments filed before and after the Thursday deadline are treated, and clarifies when a rules suspension is required to consider an amendment.

What impacts would the proposal have on historically excluded communities?

The rule is intended to preserve maximum publication of proposed amendments and maximum practical opportunity for public comment on both amendments and amended legislation. In this sense it ensures historically marginalized communities, and all members of the public, are informed as to pending legislation before the city council.

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

See above

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

The City Council regularly evaluates the effectiveness of its rules of procedures. This resolution comes after several months of experience with the revised rules of procedure and recognition of the need for further refinement with respect to amendments.

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

Consistent with Council's powers under the City Charter and SMC.

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	DANIELS, DERREK		
Legal	DUGGAN, ANDI		
For the Mayor			

Distribution List	
zzapone@spokanecity.org	cellrodt@spokanecity.org
jdeese@spokanecity.org	gbyrd@spokanecity.org

RES 2026-0089 (SPONSOR SUBSTITUTION) (10-29-26)

RESOLUTION NO. 2026-0089

A Resolution adopting revisions to the City Council's Rules of Procedure relating to amendments.

WHEREAS, pursuant Section 9 of the Spokane City Charter and Section 02.01.050 of the Spokane Municipal Code, the city council establishes its rules of procedure; and

WHEREAS, the City Council's Rules of Procedure may be amended by resolution and are amended from time to time, normally on an annual basis; and

WHEREAS, the City Council last adopted rule changes in March 2026, including substantial changes to meetings days, agenda format, public testimony, and adoption of amendments, some of which were effective July 9, 2026; and

WHEREAS, the since adopting new rules the City Council has concluded that further refinements are needed to avoid ambiguity and to clarify the applicable procedure for late amendments, while ensuring notice to public of changes to legislation and providing ample opportunity for public comment on legislation before adoption; and;

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council hereby amends Council Rule 4.2.in the form of the attached Exhibit "A;" and

BE IT FURTHER RESOLVED that the foregoing change shall be effective for amendments for all legislation uploaded into OnBase for submission as of the date of adoption of this resolution; and

BE IT FURTHER RESOLVED that, the City Clerk and Council staff are requested to post the Council Rules as revised by this resolution and to take other measures to publicize the change among City employees and the general public.

Adopted by the City Council this ____ day of November, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

RESOLUTION 2026-0089
Exhibit "A"

Rule 4.2 AMENDMENT AND SUBSTITUTION

A. "Amendment" of legislation pertains only to changes to legislation on the agenda after an item has been submitted for a legislative agenda , and may be offered by motion by any council member. The "amendment sponsor" is the council member sponsoring an amendment. Board, commission and mayoral appointments are not subject to amendment. Amendments are permitted only as provided in this Rule 4.2.

B. Council sponsors may make changes to legislative items between the item appearing at committee and submitting the item for the legislative agenda. A majority of council sponsors must be supportive of the substituted version submitted for the legislative agenda. If there are substantive changes to a legislative item, contract, or grant between it appearing on committee and it appearing on a Legislative Agenda, then the council sponsors or their staff designee must brief the Council of the changes at the Agenda Review meeting. After an item is submitted for the legislative agenda and published, it belongs to the body and must require an amendment to change.

C. It is the intent of the Council to have amendments published in the legislative agenda packet prior to acting on an amendment. This is for public transparency and awareness of council members so they can deliberate on the motion before acting. All amendments shall be in writing and circulated by the amendment sponsor to the city council members, staff, and city clerk by 5:00 p.m. Thursday to be published in the following week's Tuesday Agenda Review packet. The following rules will apply to amendments:

    1. Amendments submitted after 5:00 p.m. Thursday are considered late amendments and will not be published in the legislative packet for the following Tuesday Agenda Review Meeting. Council will not consider the unpublished amendment without a suspension of this rule.

    2. Amendments to items appearing on the "Proposed" section of the agenda will not be considered for action at the following Tuesday Agenda Review Meeting. Instead, amendments will be published for the Wednesday Legislative Meeting, and the public will have an opportunity to comment on that specific amendment. After the Wednesday Legislative Meeting,

the amendment will follow the item to the “Pending” section of the agenda, where the Council may act on the amendment.

3. After an item is heard at a Wednesday Legislative Meeting on the “Proposed” section, it will move to the “Pending” section. An amendment to an item appearing on the “Pending” section of the agenda may be considered for action at the next Tuesday Agenda Review Meeting. Council may adopt the amendment with four (4) votes and keep it on the “Pending” section for the next day Wednesday Legislative Meeting. Council may expediate the item to the “Final” section of the agenda for the next day with five (5) votes. Council may move the item back a week to the “Proposed” section of the agenda with four (4) votes.

4. After an item is heard at a Wednesday Legislative Meeting on the “Pending” section, it will move to the “Final” section. An amendment to an item appearing on the “Final” section of the agenda may be considered for action at the next Tuesday Agenda Review Meeting, which is one day prior to the item being considered at the Wednesday Legislative Meeting. An amendment to the “Final” section of the agenda for the next day must require five (5) votes. Council may adopt the amendment and move the item back a week to the “Pending” section of the agenda or any week later than the “Final” section of the agenda with four (4) votes. The Council Memo should state the motion, intended date of final action, and the number of votes required for such motion. Example: “A motion to adopt the Smith Amendment and for final action on YY date, which requires at least 5 votes.”

5. The visual representation in Attachments 1, 2 and 3 shows how Rule 4.2.C would operate on a calendar.

D. Amendments shall be included in the Agenda Review packet for the benefit of public review and council consideration and shall be identified by the city clerk file number and the council member sponsoring them (e.g., “ORD CXXXXX (SMITH Amendment”). Every amendment must circulated with an amendment briefing paper, which shall include a brief “purpose statement” explaining the reasons for the amendment and/or changes associated with the amendment. In addition, each amendment must be circulated in “clean” and “redline” format, with the redline version showing changes from the version of the legislation as it currently appears in the agenda. The clerk shall include only the “redline” version of the proposed amendment in the Agenda Review packet, and, if the amendment is adopted, shall include the “clean” version in the final Wednesday Legislative Meeting agenda.

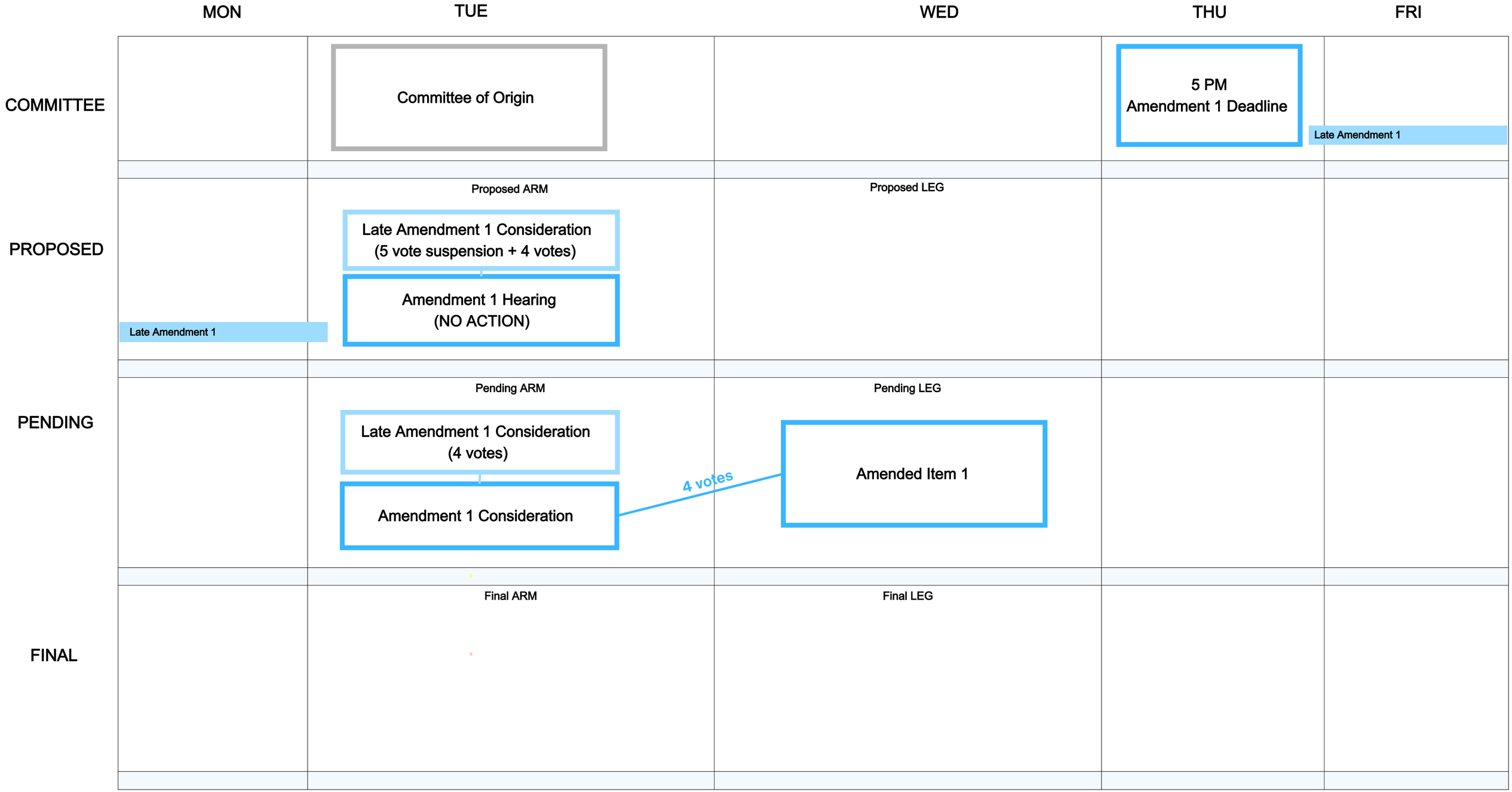
E. Amendments to the biennial budget or mid-biennial budget modification appearing on the “Final” section of the agenda may be considered and adopted by four (4) votes and stay on the “Final” section of the agenda for the next day Legislative Meeting.

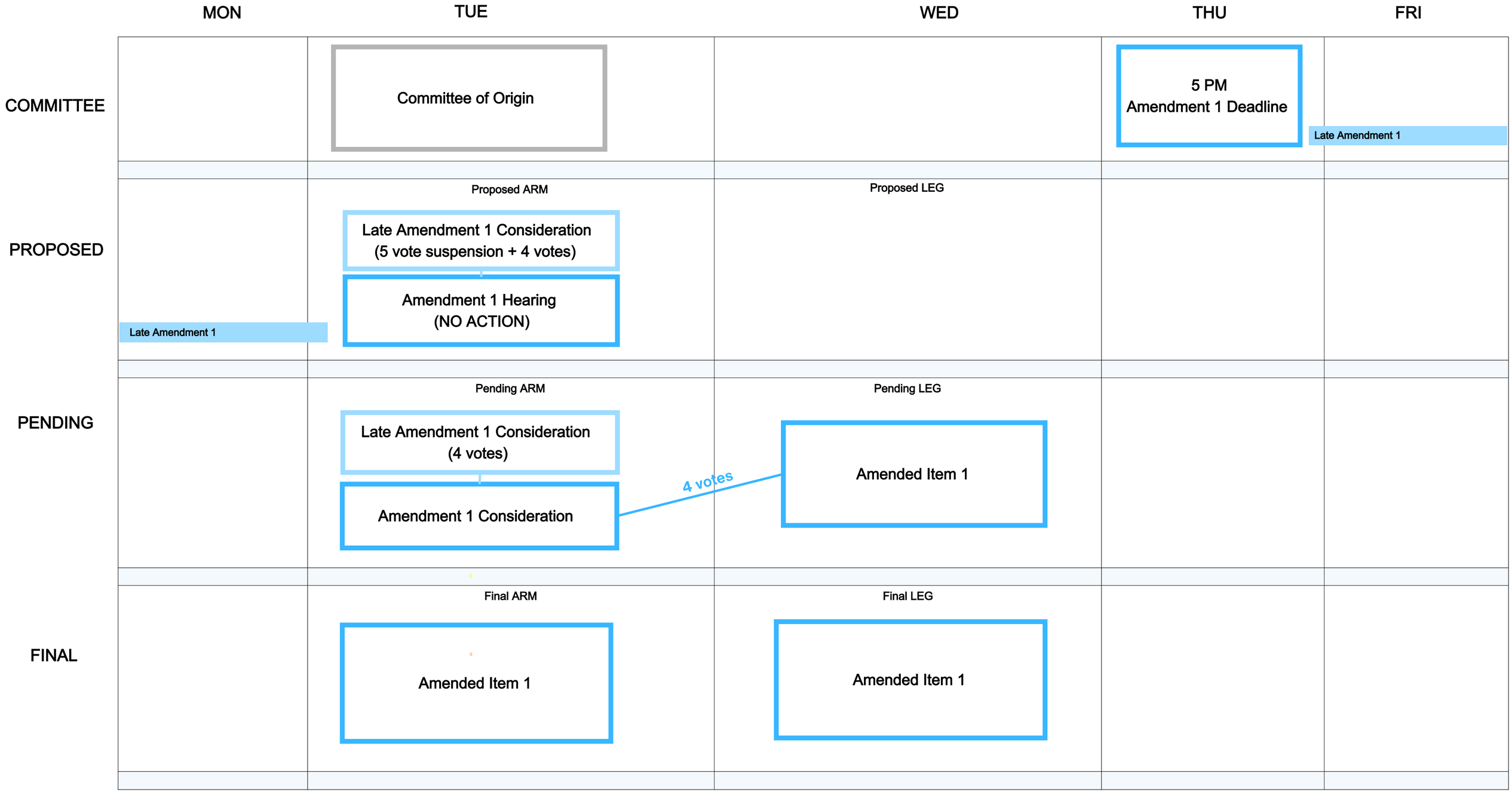
F. A council member may move to suspend this rule 4.2 to (1) allow consideration of unpublished amendments, (2) to consider amendments before an opportunity for public testimony, and/or (3) to advance the date for final consideration of an amended item before an opportunity for public comment. The motion to suspend may be combined with the underlying motion to adopt an amendment and debate on such motions shall be allowed as with any other motion on the merits.

G. An amendment to an emergency ordinance that deletes the emergency clause converts the ordinance to a regular ordinance which requires a second reading at a subsequent meeting. An amendment that adds an emergency clause to an ordinance must follow the process outlined in Rule 4.2.C.

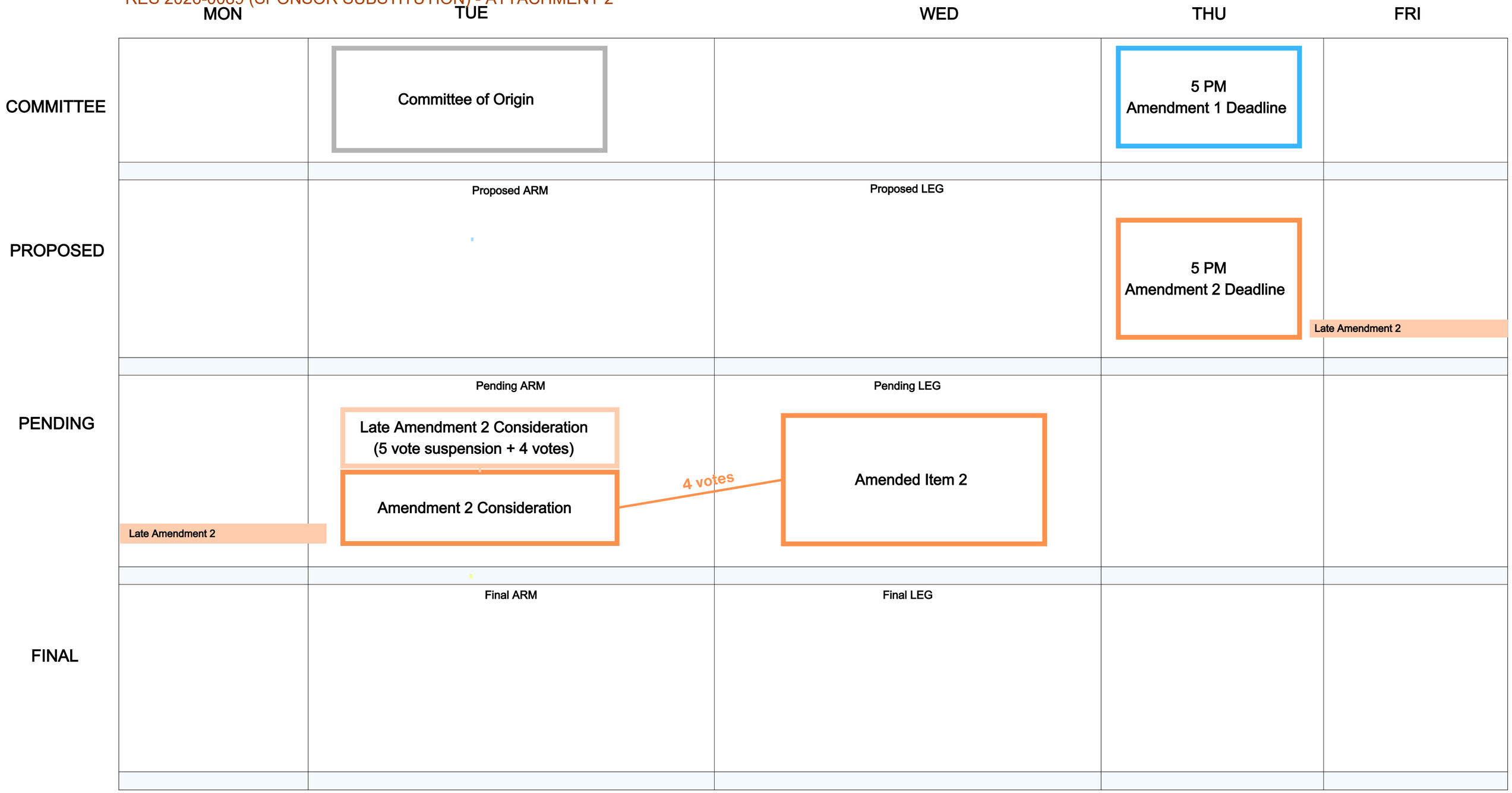
RES 2026-0089 (SPONSOR SUBSTITUTION) - ATTACHMENT 1

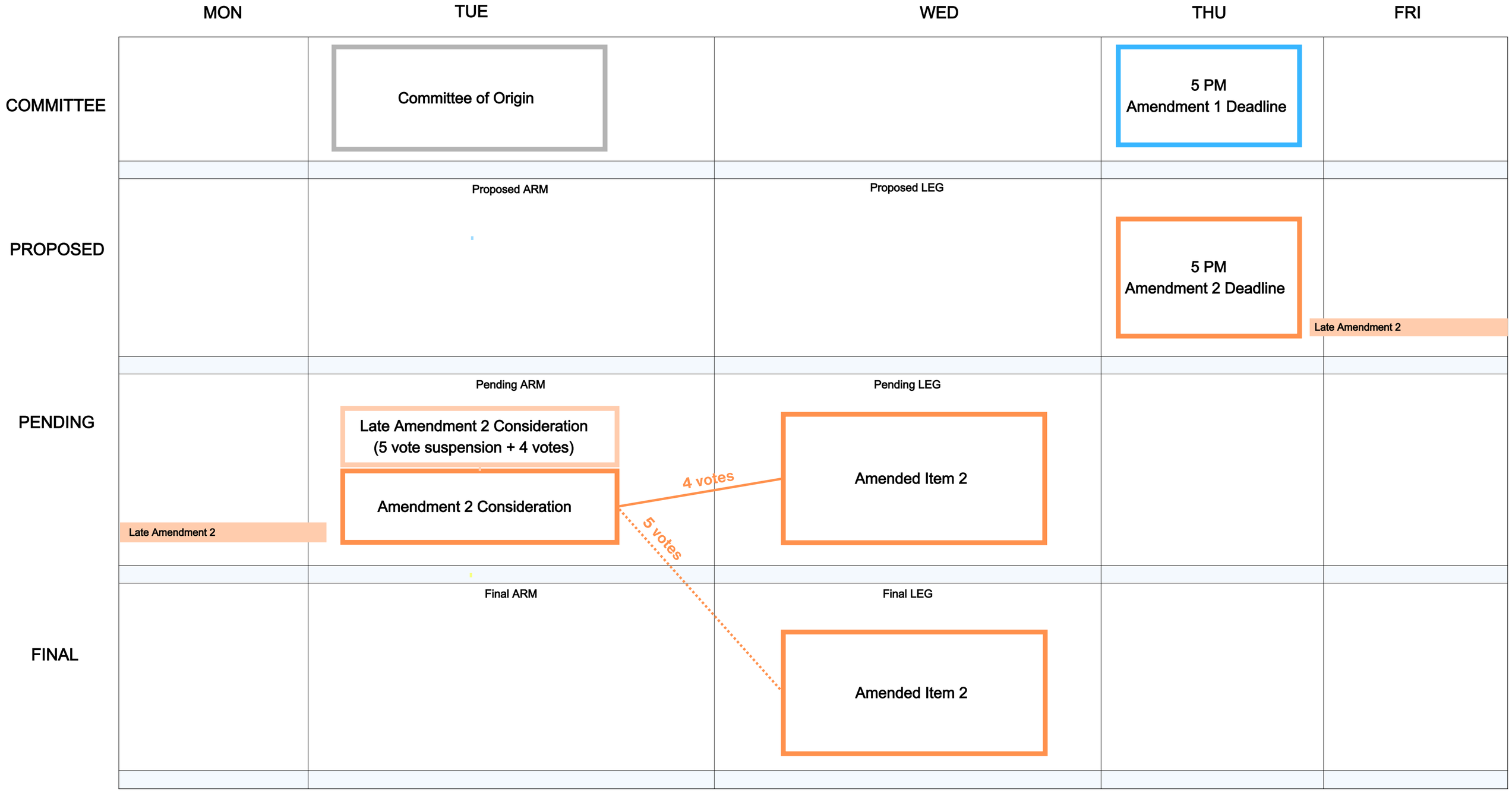
	MON	TUE	WED	THU	FRI
COMMITTEE		Committee of Origin		5 PM Amendment 1 Deadline	Late Amendment 1
PROPOSED	Late Amendment 1	Proposed ARM Late Amendment 1 Consideration (5 vote suspension + 4 votes) Amendment 1 Hearing (NO ACTION)	Proposed LEG		
PENDING		Pending ARM	Pending LEG		
FINAL		Final ARM	Final LEG		

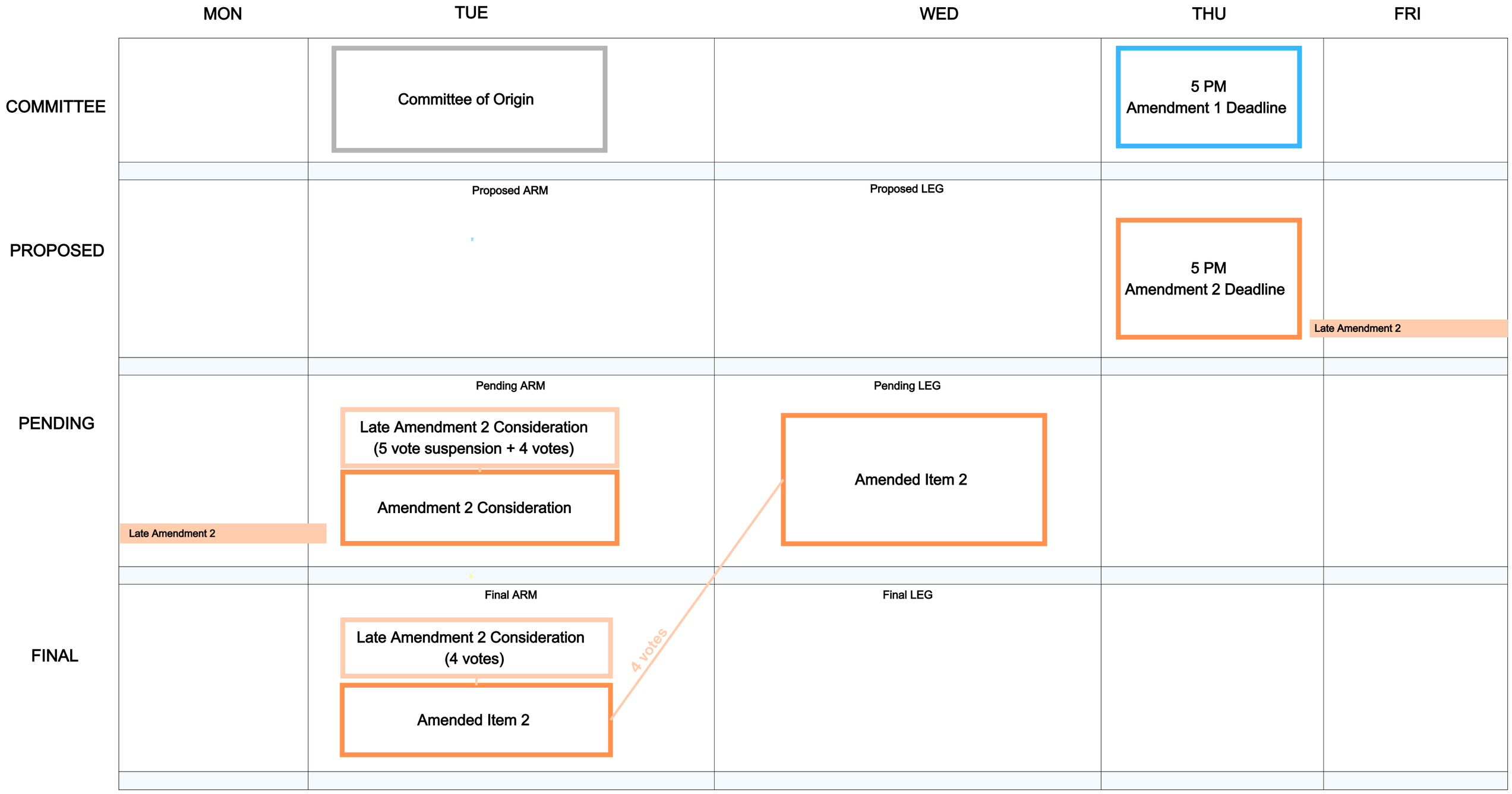

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COMMITTEE
PROPOSED
PENDING
FINAL
Committee of Origin
5 PM
Amendment 1 Deadline
Late Amendment 1
Proposed ARM
Proposed LEG
Late Amendment 1 Consideration
(5 vote suspension + 4 votes)
Amendment 1 Hearing
(NO ACTION)
Late Amendment 1
Pending ARM
Pending LEG
Late Amendment 1 Consideration
(4 votes)
Amendment 1 Consideration
4 votes
Amended Item 1
Final ARM
Final LEG

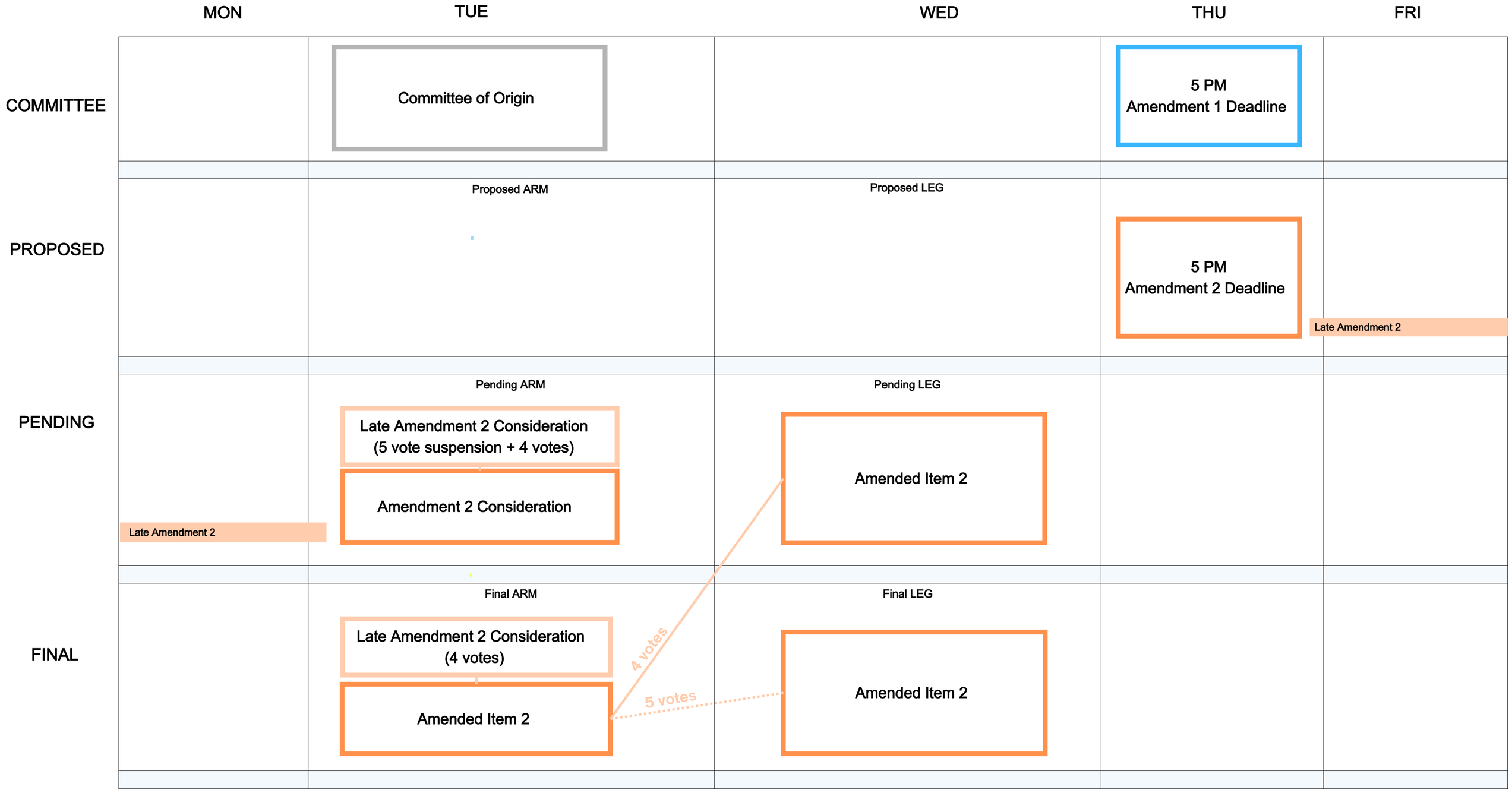

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Committee of Origin
5 PM
Amendment 1 Deadline
Late Amendment 1
Proposed ARM
Proposed LEG
Late Amendment 1 Consideration
(5 vote suspension + 4 votes)
Amendment 1 Hearing
(NO ACTION)
Late Amendment 1
Pending ARM
Pending LEG
Late Amendment 1 Consideration
(4 votes)
Amendment 1 Consideration
4 votes
Amended Item 1
Final ARM
Final LEG
Amended Item 1
Amended Item 1

RES 2026-0089 (SPONSOR SUBSTITUTION) - ATTACHMENT 2

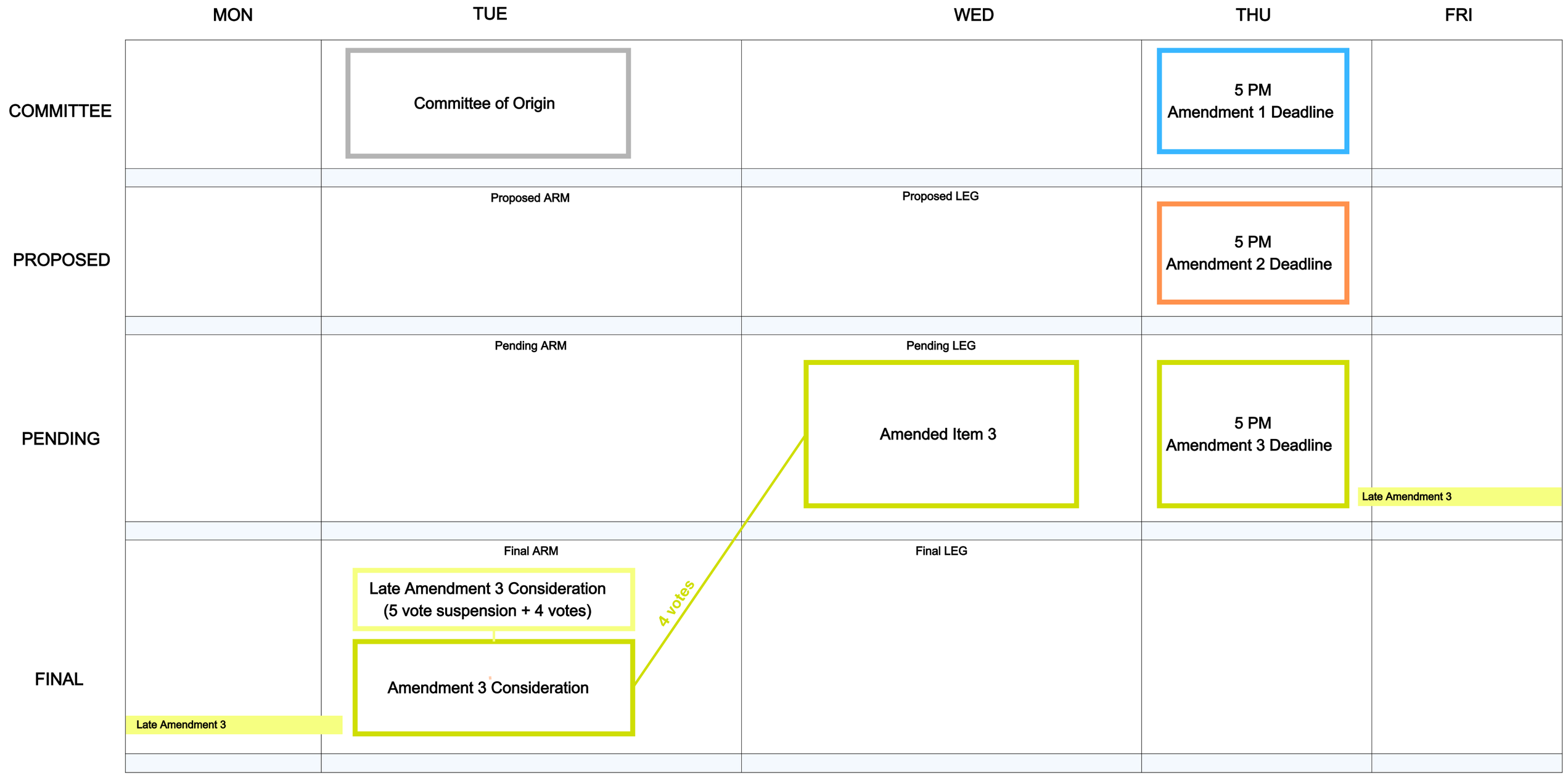


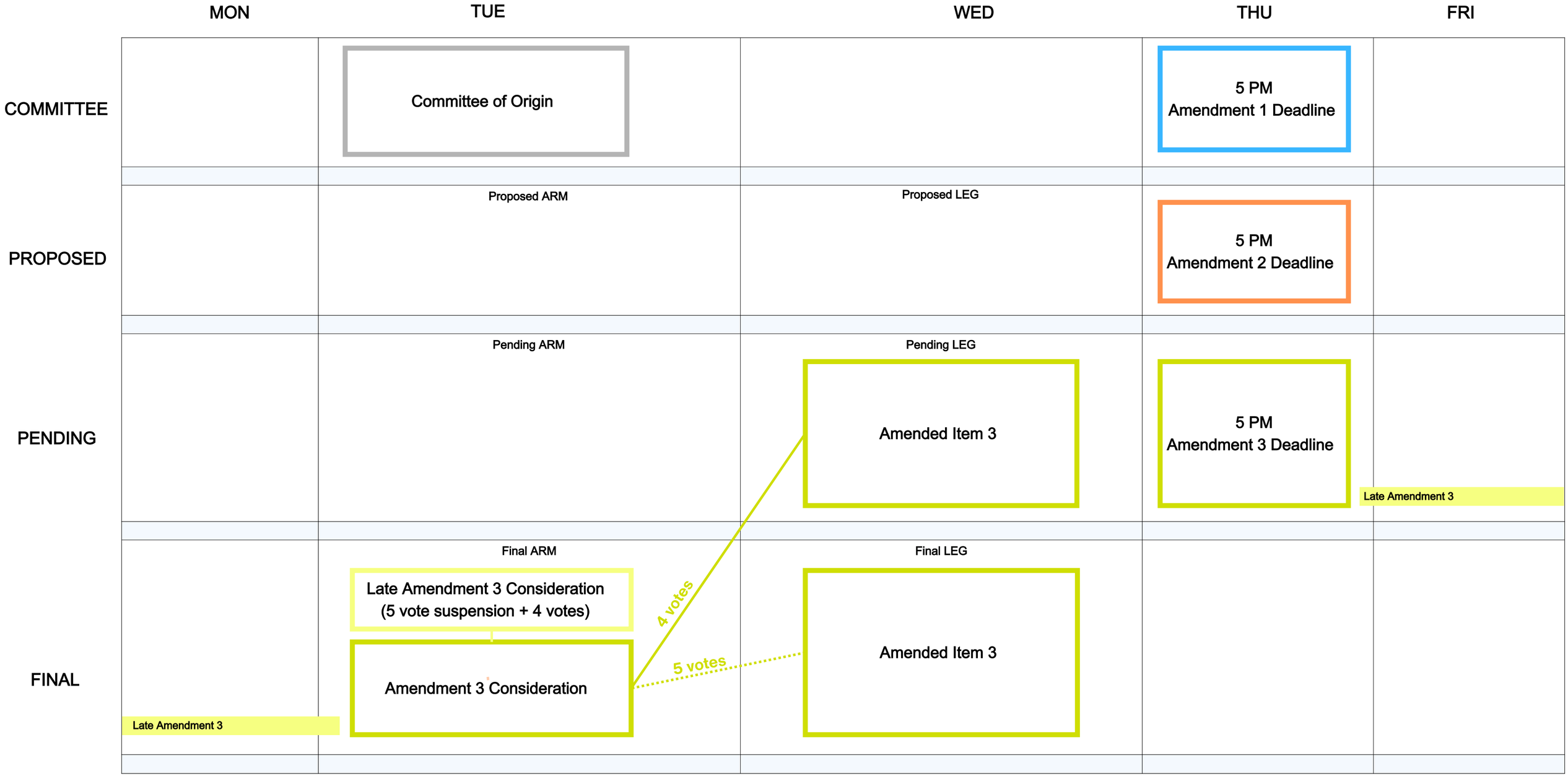

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PROPOSED
PENDING
FINAL
Committee of Origin
5 PM
Amendment 1 Deadline
Proposed ARM
Proposed LEG
5 PM
Amendment 2 Deadline
Late Amendment 2
Pending ARM
Pending LEG
Late Amendment 2 Consideration
(5 vote suspension + 4 votes)
Amendment 2 Consideration
4 votes
5 votes
Amended Item 2
Late Amendment 2
Final ARM
Final LEG
Amended Item 2


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COMMITTEE
PROPOSED
PENDING
FINAL
Committee of Origin
5 PM
Amendment 1 Deadline
Proposed ARM
Proposed LEG
5 PM
Amendment 2 Deadline
Late Amendment 2
Pending ARM
Pending LEG
Late Amendment 2 Consideration
(5 vote suspension + 4 votes)
Amendment 2 Consideration
Amended Item 2
Late Amendment 2
Final ARM
Final LEG
Late Amendment 2 Consideration
(4 votes)
Amended Item 2
4 votes


MON
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COMMITTEE
PROPOSED
PENDING
FINAL
Committee of Origin
5 PM
Amendment 1 Deadline
Proposed ARM
Proposed LEG
5 PM
Amendment 2 Deadline
Late Amendment 2
Pending ARM
Pending LEG
Late Amendment 2 Consideration
(5 vote suspension + 4 votes)
Amendment 2 Consideration
Amended Item 2
Late Amendment 2
Final ARM
Final LEG
Late Amendment 2 Consideration
(4 votes)
Amended Item 2
4 votes
5 votes
Amended Item 2

RES 2026-0089 (SPONSOR SUBSTITUTION) - ATTACHMENT 3




MON
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COMMITTEE
PROPOSED
PENDING
FINAL
Committee of Origin
5 PM
Amendment 1 Deadline
Proposed ARM
Proposed LEG
5 PM
Amendment 2 Deadline
Pending ARM
Pending LEG
Amended Item 3
5 PM
Amendment 3 Deadline
Late Amendment 3
Final ARM
Final LEG
Late Amendment 3 Consideration
(5 vote suspension + 4 votes)
4 votes
Amended Item 3
5 votes
Amendment 3 Consideration
Late Amendment 3

“I move to adopt amendment A and take final action on X date”

NOTE: This version shows changes to existing Council Rule 4.2 made by the substituted version. It does not necessarily reflect the changes between versions of RES 2026-0089.

RESOLUTION 2026-0089
Exhibit "A"

Rule 4.2 AMENDMENT AND SUBSTITUTION

A. "Amendment" of legislation pertains only to changes to legislation on the agenda ~~and occurs at the time proposed legislation is under debate by the council~~after an item has been submitted for a legislative agenda , and may be offered by motion by any council member. ~~"Substitution" of legislation occurs prior to debate of proposed legislation and may only be made by sponsors of the ordinance or resolution.~~ The "amendment sponsor" is the council member sponsoring an amendment. Board, commission and mayoral appointments are not subject to amendment ~~or substitution.~~ Amendments ~~and substitutions~~ are permitted only as provided in this Rule 4.2.

~~To be~~

B. Council sponsors may make changes to legislative items between the item appearing at committee and submitting the item for the legislative agenda. A majority of council sponsors must be supportive of the substituted version submitted for the legislative agenda. If there are substantive changes to a legislative item, contract, or grant between it appearing on committee and it appearing on a Legislative Agenda, then the council sponsors or their staff designee must brief the Council of the changes at the Agenda Review meeting. After an item is submitted for the legislative agenda and published, it belongs to the body and must require an amendment to change.

~~B.~~C. It is the intent of the Council to have amendments published in the ~~next~~ legislative agenda packet ~~for council deliberation at the next Agenda Review meeting, every proposed amendment~~ prior to acting on an amendment. This is for public transparency and awareness of council members so they can deliberate on the motion before acting. All amendments shall be in writing and circulated by the ~~proposing council member or their legislative assistant~~amendment sponsor to the city ~~clerk~~ council members, staff, and city ~~council members and staff prior to~~ clerk by 5:00 p.m. ~~on~~ Thursday~~.~~ to be published in the following week's Tuesday Agenda Review packet. The following rules will apply to amendments:

~~1. If an amendment to an ordinance or resolution is circulated prior to the 5:00 pm Thursday deadline immediately preceding the item appearing as a proposed~~

~~legislative item on the council agenda, the amendment will be published in the proposed section of the legislative agenda and is guaranteed an opportunity for public comment at the next legislative session prior to council action on the amendment. Council action on the amendment and the related ordinance or resolution will occur no sooner than the next agenda review session after public comment is received on the amendment.~~

2. ~~After an ordinance or resolution has appeared as a proposed legislative item on the council agenda, any related amendment that is circulated thereafter is not guaranteed an opportunity for public comment prior to council action. Instead, any subsequent adoption of the amendment by four (4) votes will result in the ordinance or resolution staying in its legislative status for an additional reading and public comment on the item as amended, while any adoption of an amendment approved by five (5) or more votes may result in the ordinance or resolution advancing on its ordinary timeline under Rule 2.10.A.~~

3. ~~If an amendment to an emergency ordinance, contract, or special consideration item is circulated prior to the 5:00 pm Thursday deadline immediately preceding the item appearing as a pending legislative item on the council agenda, the amendment will be published in the pending section of the legislative agenda and is guaranteed an opportunity for public comment at the next legislative session prior to council action on the amendment. Council action on the amendment and the related ordinance or resolution will occur no sooner than the next agenda review session after public comment is received on the amendment~~

4. ~~If an amendment to an emergency ordinance, contract, or special consideration item is circulated after the emergency ordinance, contract, or special consideration has appeared as a pending legislative item on the council agenda, any subsequent adoption of the amendment by four (4) votes will result in the emergency ordinance, contract, or special consideration item staying as a pending legislative item for an additional reading and public comment on the item as amended, while any adoption of an amendment approved by five (5) or more votes may result in the emergency ordinance, contract, or special consideration item advancing on its ordinary timeline under Rule 2.10.A.~~

~~The purpose of this rule is to ensure the public's right to provide testimony as early in the process as possible, and to the extent possible, prevent dispensing with or adoption of amendments without first receiving public input while then ensuring a hearing on the legislation in its final amended format.~~

~~Proposed amendments~~

1. Amendments submitted after 5:00 p.m. Thursday are considered late amendments and will not be published in the legislative packet for the following Tuesday Agenda Review Meeting. Council will not consider the unpublished amendment without a suspension of this rule.

2. Amendments to items appearing on the "Proposed" section of the agenda will not be considered for action at the following Tuesday Agenda Review Meeting. Instead, amendments will be published for the Wednesday Legislative Meeting, and the public will have an opportunity to comment on that specific amendment. After the Wednesday Legislative Meeting, the amendment will follow the item to the "Pending" section of the agenda, where the Council may act on the amendment.

3. After an item is heard at a Wednesday Legislative Meeting on the "Proposed" section, it will move to the "Pending" section. An amendment to an item appearing on the "Pending" section of the agenda may be considered for action at the next Tuesday Agenda Review Meeting. Council may adopt the amendment with four (4) votes and keep it on the "Pending" section for the next day Wednesday Legislative Meeting. Council may expediate the item to the "Final" section of the agenda for the next day with five (5) votes. Council may move the item back a week to the "Proposed" section of the agenda with four (4) votes.

4. After an item is heard at a Wednesday Legislative Meeting on the "Pending" section, it will move to the "Final" section. An amendment to an item appearing on the "Final" section of the agenda may be considered for action at the next Tuesday Agenda Review Meeting, which is one day prior to the item being considered at the Wednesday Legislative Meeting. An amendment to the "Final" section of the agenda for the next day must require five (5) votes. Council may adopt the amendment and move the item back a week to the "Pending" section of the agenda or any week later than the "Final" section of the agenda with four (4) votes. The Council Memo should state the motion, intended date of final action, and the number of votes required for such motion. Example: "A motion to adopt the Smith Amendment and for final action on YY date, which requires at least 5 votes."

5. The visual representation in Attachments 1, 2 and 3 shows how Rule 4.2.C would operate on a calendar.

~~C.~~D. Amendments shall be included in the ~~draft agenda~~Agenda Review packet for the benefit of public review and council consideration and shall be identified by the city clerk file number and the council member ~~proposing~~sponsoring them (e.g., "ORD CXXXXX (SMITH Amendment"). Every ~~proposed~~ amendment must circulated with an amendment briefing paper, which shall include a brief "purpose statement" ~~at the top of the first page~~ explaining the reasons for the amendment and/or changes associated with the amendment. In addition, each amendment must be circulated in "clean" and "redline" format, with the redline version showing changes from the version of the legislation as it currently appears in the agenda. The ~~Clerk~~clerk shall include only the "redline" version of the proposed amendment in the ~~draft agenda~~Agenda Review packet, and, if the amendment is adopted, shall include the "clean" version in the final Wednesday Legislative Meeting agenda.

~~A. A substitution of all or a portion of the wording of an ordinance or resolution which is to be listed on a draft council agenda may be submitted by the majority of sponsors of the ordinance or resolution without council approval, so long as the substitution is in writing and circulated by the proposing council member or their legislative assistant to all council members and the city clerk by no later than 5:00 p.m. on the Wednesday immediately preceding the meeting at which the ordinance or resolution is to appear on a draft agenda.~~

~~B. A portion or all of any grant or contract agenda legislative item may be updated with current documents and materials without a motion for amendment or substitution with the approval of the Council Office Director or his designee if (1) the substitution is intended to make technical corrections in contract or grant materials and (2) the substitution does not result in a material increase in the amount or the term of the contract.~~

~~C.~~ Amendments ~~necessary to incorporate updated assessment rolls for business improvement districts may be considered and adopted by a simple majority vote if circulated no later than noon on the Friday prior to final council consideration, and, if adopted, will not be subject to automatic deferral.~~

~~D. Proposed amendments~~ to the biennial budget or mid-biennial budget modification ~~may be considered and adopted by a simple majority vote if circulated no later than noon on the Friday prior to final council consideration of the biennial budget or mid-biennial budget modification and, if adopted, will not be subject to automatic deferral.~~

~~D.~~E. ~~Any motion to amend an ordinance or resolution shall require~~ appearing on the "Final" section of the agenda may be considered and adopted by four (4)

~~affirmative~~ votes ~~to pass. Any motion to suspend the requirements in this Rule 4.2 shall require five (5) affirmative votes to pass.~~ and stay on the "Final" section of the agenda for the next day Legislative Meeting.

~~E. Amendments and substitute versions not timely filed with the city clerk before the meeting, whenever reasonably possible, shall be posted for public viewing on the city council Facebook page or other similar channels so that interested members of the public may review during council's consideration of the matter.~~

F. ~~The deletion of an~~ A council member may move to suspend this rule 4.2 to (1) allow consideration of unpublished amendments, (2) to consider amendments before an opportunity for public testimony, and/or (3) to advance the date for final consideration of an amended item before an opportunity for public comment. The motion to suspend may be combined with the underlying motion to adopt an amendment and debate on such motions shall be allowed as with any other motion on the merits.

~~E.~~G. An amendment to an emergency ordinance that deletes the emergency clause converts the ordinance to a regular ordinance which requires a second reading at a subsequent meeting. ~~The addition of~~An amendment that adds an emergency clause ~~by amendment requires the~~ to an ordinance ~~to be deferred to allow public hearing~~must follow the process outlined in Rule 4.2.C.

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 10/27/2026

Committee Agenda type: Discussion

Council Meeting Date: 11/18/2026

Date Rec'd	10/21/2026
Clerk's File #	ORD C36968
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)	BWILKERSON PDILLON
Sponsoring at Administrators Request	YES
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	ORDINANCE RELATED TO CERTAIN UTILITY TAXES

Agenda Wording

An ordinance relating to Utilities, Franchise Taxes; amending Section 08.10.030 of the Spokane Municipal Code.

Summary (Background)

The City Council approved Ordinance C36814 in 2025, which set an additional one-half percent to the base utility tax rate for water, sewer, and solid waste. Ordinance C36814 set an expiration date of December 31, 2026, for the additional one-half percent. This ordinance extends the additional one-half percent approved by Ordinance C36814 through the 2027-2028 biennial budget, expiring on December 31, 2028.

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?

There are no data collection requirements established by this ordinance.

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

There are no data collection requirements established by this ordinance.

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

This ordinance extends the additional one-half percent approved by Ordinance C36814 through the 2027-2028 biennial budget, expiring on December 31, 2028.

Council Subcommittee Review

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

Narrative

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

Funding Source	Recurring
Funding Source Type	Taxes

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

This ordinance extends the additional one-half percent utility tax, which currently expires on December 31, 2026. The additional one-half percent will expire on December 31, 2028, if this ordinance is approved.

Expense Occurrence	

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

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM		
Division Director			
Accounting Manager	DANIELS, DERREK		
Legal	DUGGAN, ANDI		
For the Mayor	PICCOLO, MIKE		

Distribution List

ORDINANCE NO. C36968

An ordinance relating to Utilities, Franchise Taxes; amending Section 08.10.030 of the Spokane Municipal Code.

WHEREAS, in 2025 the City Council approved Ordinance C36814, which set an additional one-half percent to the base utility tax rate for water, sewer, and solid waste; and

WHEREAS, Ordinance C36814 set an expiration date of December 31, 2026, for the additional one-half percent increase; and whereas the City Council and the Administration perceive a need to extend the duration of the additional one-half percent increase approved by Ordinance C36814 through the 2027-2028 biennial budget, so that it expires on December 31, 2028;

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That Section 08.10.030 of the Spokane Municipal Code is amended to read as follows:

Section 08.10.030 Business Activities Subject to Tax – Amounts ((~~– Effective 1/1/2026 to 12/31/2026~~))

A. There is levied upon and shall be collected from all persons engaging in the following utility business activities a utility gross receipts tax or license fee measured by multiplying the rate specified times the gross income as follows:

1. Selling, wheeling, or furnishing electric light or power: Six percent of gross income.

2. Selling, brokering, or furnishing natural or manufactured gas for hire: Six percent of gross income.

3. Providing solid waste collection service: Twenty-One and one-half percent of gross income.

4. Operating a public wastewater collection and treatment system: Twenty-One and one-half percent of gross income.

5. Providing telegraph service: Three and one-half percent of gross income.

6. Engaging in the telephone business: Six percent.

    a. This percentage is taken of gross revenues derived from engaging in the telephone business in the City of Spokane, including one hundred percent of the total gross revenues derived from intrastate

toll telephone services so long as the tax is not imposed on that portion of network telephone service, as defined in RCW 82.04.065, which represents charges to another telecommunications company, as defined in RCW 80.04.010, for connecting fees, switching charges or carrier access charges relating to intrastate toll telephone service, or for access to, or charges for interstate services, or charges for network telephone service that is purchased for the purpose of resale.

b. With respect to any rate affecting cellular taxation, subject also to RCW 35.21.870, no change in the tax rate affects business activities occurring before the effective date of the change, and no change will take effect sooner than sixty days following enactment of any amendatory ordinance.

c. In the case of cellular telephone service, when the service is provided to a customer roaming outside his normal use cellular network area, gross income for taxation purposes is determined consistent with the taxpayer's accounting system to the location of the originating cell site of the call, or to the location of the main cellular switching office that switched the call.

d. In the case of cellular telephone service, payments by a customer for the telephone service for telephones without a fixed location shall be allocated among taxing jurisdictions to the location of the customer's principal service address for the period during which the tax applies. There is a presumption that the service address a customer supplies to the taxpayer is accurate and current, unless the taxpayer has knowledge or reason to know the contrary.

e. If there is a dispute between the City of Spokane and another Washington city imposing a municipal telephone utility tax on cellular service of the same nature as imposed by this chapter, which dispute is limited only to the question of the correct allocation of municipal telephone taxes as between the City of Spokane and some other Washington city, the taxpayer may obtain exoneration from further tax liability, interest, and penalties due and owing to the City of Spokane with respect to the transactions under dispute by tendering the total amount of tax claimed due by the City of Spokane into an escrow account with the City treasurer or as established hereafter by appropriate interlocal agreements under the administrative sponsorship of the Association of Washington Cities. Under these arrangements, the taxpayer remains responsible to adjust its billing records promptly upon notification under procedures sanctioned through the Association of Washington Cities of the resolution of any dispute encompassed within the terms of this paragraph.

7. Selling or furnishing water for hire: Twenty-One and one-half percent of gross income.

8. Providing cable, telecommunications, or similar type service to the public, which involves the use of the right-of-way for the installation of wires, cables, fixtures, or other equipment, where not otherwise addressed in this section or prohibited by law: Six percent of gross income.

B. Subsections (A)(3), (A)(4), and (A)(7) of this section include, so far as permitted by law, the City of Spokane, and the fee or tax imposed applies to the specified business of the entire City service area, except that subsection (A)(3) of this section does not apply to operations or functions undertaken by the City occurring outside the City of Spokane and undertaken by the City as manager of a joint project pursuant to interlocal cooperation agreement.

C. The taxes imposed in subsections A (1), (2), (3), (5), (6), and (8) do not apply to amounts derived from utility business activities otherwise taxable arising from providing service to customers at locations operated or managed by an airport board pursuant to interlocal agreement arising under the authority of chapter 14.08 RCW, where such locations have been annexed to the City, said annexation taking effect on or after January 1, 2012; provided further, this exclusion does not apply to revenues derived from customers operating municipal solid waste disposal facilities or revenues otherwise taxable from municipal solid waste disposal facility operations.

D. The ((~~increased taxes~~)) tax rate imposed in sections (A)(3), (A)(4), and (A)(7) of this section ((~~are temporary increases from January 1, 2026 through December 31, 2026, after which said increases in section (A)(3), (A)(4), and (A)(7) of this section~~)) shall revert to a total tax of twenty-one (21%) percent, effective January 1 ,((~~2027~~)) 2029.

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

Approved as to form:

City Attorney

Mayor

Date

Effective Date

Agenda Sheet for City Council: **Committee:** Finance & Administration **Date:** 10/27/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	10/20/2026
		Clerk's File #	ORD C36969
		Cross Ref #	FIN 2026-0001
Council Meeting Date: 11/18/2026		**Project #**	
Submitting Dept	FINANCE & ADMINISTRATION	**Bid #**	
Contact Name/Phone	JACOB MILLER X6421	**Requisition #**	
Contact E-Mail	JMILLER@SPOKANECITY.ORG		
Agenda Item Type	Hearings		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	CIP ORDINANCE		

Agenda Wording

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, ADOPTING A SIX-YEAR CITYWIDE CAPITAL IMPROVEMENT PROGRAM FOR THE YEARS 2027 THROUGH 2032. AND AMENDING THE CITYWIDE CAPITAL IMPROVEMENT PROGRAM (CIP) AS REFERENCED IN APPENDIX C OF THE CITY OF SPOKANE COMPREHENSIVE PLAN

Summary (Background)

In accordance with the State Growth Management Act and the City of Spokane's Municipal Code Chapter 07.17, the City must adopt and annually update a Citywide Six-Year Capital Improvement Program. The Program must be updated annually as part of the budget process. The first two years of the Capital Improvement Program are reflected in the 2027-28 biennium budget. An update on the CIP will be delivered to the City Council on October 27, 2026. A Plan Commission workshop was held on September 23. 2026, and the Plan Commission hearing was held on October 14, 2026.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	STRATTON, JESSICA		
Division Director	STRATTON, JESSICA		
Accounting Manager	DANIELS, DERREK		
Legal	DUGGAN, ANDI		
For the Mayor	PICCOLO, MIKE		

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

ORDINANCE NO. C36969

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, ADOPTING A SIX-YEAR CITYWIDE CAPITAL IMPROVEMENT PROGRAM FOR THE YEARS 2027 THROUGH 2032. AND AMENDING THE CITYWIDE CAPITAL IMPROVEMENT PROGRAM (CIP) AS REFERENCED IN APPENDIX C OF THE CITY OF SPOKANE COMPREHENSIVE PLAN.

WHEREAS, in accordance with the Growth Management Act ("GMA"), the City of Spokane previously adopted a Comprehensive Plan that includes a Capital Facilities Plan ("CFP") that includes an inventory, analysis, and a six-year financing plan for needed capital facilities otherwise referred to as the Six-Year Capital Improvement Program; and

WHEREAS, the City formed a Capital Improvement Program Team which has assembled proposed amendments to the CIP, which amendments consist of an updated six-year plan (years 2027 through 2032) identifying the proposed locations and capacities of expanded or new capital facilities and a plan to finance such capital facilities within projected funding capacities (the "Six-Year Citywide Capital Improvement Program" or "CIP"); and

WHEREAS, the City previously adopted the Six-Year Street Program (RCW 35.77.010) on June 15, 2026 by Council Resolution 2026-0040, and that program is incorporated into the CIP; and

WHEREAS, GMA provides that proposed amendments to a comprehensive plan may be considered by the governing body of a city no more frequently than once per year, but further provides that amendments to the capital facilities element of a comprehensive plan may be considered outside of this annual process where the amendment is considered concurrently with the adoption or amendment of a city budget; and

WHEREAS, on September 23, 2026, the City's responsible official issued a Determination of Non-Significance for the CIP; and

WHEREAS, the Spokane City Plan Commission conducted a public workshop regarding the CIP on September 23, 2026; and

WHEREAS, after providing appropriate public notices, on October 14, 2026, the Spokane City Plan Commission, conducted a public hearing to take testimony on the CIP, and at the close of the hearing, and after considering public input, the SEPA determination, and required decision criteria, found that the CIP is consistent with the Comprehensive Plan and voted unanimously to recommend that the City Council approve the CIP; and

Now, Therefore,

The City of Spokane does ordain:

Section 1. Amendment. The City of Spokane Comprehensive Plan and its capital facilities element are hereby amended to reflect a six-year plan for capital improvement projects (2027-2032), as set forth in the attached Citywide Capital Improvement Program (2027-2032).

A. Any vehicle procurement must comply with Spokane Municipal Code 07.06.175A regarding the procurement of clean fuel vehicles.

Section 2. Authorization to Seek Funding. City staff are authorized to apply for state and federal grants and low-interest loans in support of the projects identified in the Citywide Capital Improvement Program (2027-2032).

Section 3. Effective Date. This ordinance shall take effect and be in force on _____.

PASSED BY THE CITY COUNCIL ON _____.

_____
Council President

Attest:

_____
City Clerk

Approved as to Form:

_____
Assistant City Attorney

_____
Mayor

_____
Date

Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 11/11/2026

Date Rec'd	10/9/2026		
Clerk's File #	CPR 2017-0033		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Boards and Commissions		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	REAPPOINTMENT OF DR. FRANCISCO VELAZQUEZ TO THE HEALTH SCIENCES &		

Agenda Wording

Reappointment of Dr. Francisco Velazquez to the Health Sciences & Services Authority of Spokane County (HSSA) Board for a term of October 27, 2026 to October 26, 2030.

Summary (Background)

Reappointment of Dr. Francisco Velazquez to the Health Sciences & Services Authority of Spokane County (HSSA) Board for a term of October 27, 2026 to October 26, 2030.

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	MCDANIEL, ADAM		
Division Director			
Accounting Manager			
Legal			
For the Mayor	PICCOLO, MIKE		

Distribution List	

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/13/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/11/2026

Date Rec'd	10/7/2026
Clerk's File #	OPR 2025-0460
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	INTEGRATED CAPITAL
Contact Name/Phone	LORENA 6894
Contact E-Mail	LCROUCHER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	KKLITZKE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	CONTRACT AMENDMENT FOR WASTEWATER FACILITY PLANNING SERVICES

Agenda Wording

Contract amendment with Jacobs Solutions Inc., for wastewater facility planning services to meet the Riverside Park Water Reclamation Facility's NPDES permit planning requirements.

Summary (Background)

This is an amendment to an existing contract (OPR 2025-0460) with Jacobs Solution Inc. for the second phase of work associated with the wastewater facility planning services for the City's Riverside Park Water Reclamation Facility (RPWRF). Planning was initiated because RPWRF has reached its BOD loading design criteria threshold exceedance per the City's National Pollutant Discharge Elimination System (NPDES) Permit No. WA0024473 and as a result is required to initiate facility planning. The facility plan will be prepared in accordance with chapter 173-240 WAC and submitted to Ecology for permit compliance. A discussion is requested with this contract item to provide a brief project update, including an overview of the planned community engagement associated with this project.

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?	YES
Total Cost	**$** TBD (final contract amendment in negotiations)
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Budgeted for in Citywide Capital Improvement Program.

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

Funding Source	One-Time
Funding Source Type	Program Revenue

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

Yes; funding source is utility rate based.

Expense Occurrence	One-Time

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

N/A

Approvals		**Additional Approvals**	
Dept Head	PICANCO, KEVIN		
Division Director	AVERYT, CHRIS		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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City Clerk's No. OPR 2025-0460

City of Spokane

CONTRACT AMENDMENT

Title: **WASTEWATER FACILITY PLANNING SERVICES FOR RIVERSIDE PARK WATER RECLAMATION FACILITY**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE**, a Washington municipal corporation ("City"), and **JACOBS ENGINEERING GROUP, INC.**, whose address is 999 West Riverside Avenue, Suite 500, Spokane, Washington, 99201 ("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 Wastewater Facility Planning Services for the Riverside Park Water Reclamation Facility; and

WHEREAS, due to a change or revision of the Work, as defined in the original contract, has been requested and the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.
The Contract, dated July 11, 2025, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on July 1, 2025.

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

Planned Phase 2 Amendment – Additional Scope / Fee

4. COMPENSATION.
The City shall pay an additional amount not to exceed **NINE HUNDRED EIGHTY-SIX THOUSAND THREE HUNDRED FIFTY-FIVE AND NO/100 DOLLARS** (**$986,355.00**) plus tax if applicable, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

JACOBS ENGINEERING GROUP, INC

By_____
Signature Date

_____
Type or Print Name

_____
Title

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Attachments that are part of this Agreement:

Phase 2 - Amended Scope of Work document

26-289a

SCOPE OF WORK

City of Spokane
Wastewater Facilities Planning Services for Riverside Park Water Reclamation Facility
Phase 2

Work Approach

The City of Spokane (city) Wastewater Facilities Plan Project (project) work will be carried out using a phased delivery approach to establish a logical and progressive completion of the work. The first phase focused on establishing planning boundary conditions and initial assessments of the city's wastewater system. This second phase is focused on a feasibility assessment of alternatives, and the third phase will include scenario planning and development of the Wastewater Facility Plan and General Sewer Plan. The anticipated duration for Phase 2 is 6 months, beginning November 2026 and ending in April 2027. A specific list of work products and deliverables are identified in the tasks below.

Scope and Fee Development

The following key assumptions were made in the compilation of this scope of work and the estimation of the level of effort:

- The work on Phase 2 of this project will last approximately 6 months from NTP.
- Monthly workshops will be conducted with the city project team, key individuals from the Consultant's project team, and others as needed.
- Workshop formats assume that three Consultant staff will be in-person with up to three additional Consultant staff attending virtually as needed.
- No additional workshops or deliverables are included beyond those identified in the scope of work.
- All draft deliverables will be provided electronically in Word format, unless noted otherwise. Final deliverables will be provided in .pdf and Word format.

Role of the City

The following assumptions were made about the city's role in supporting this work:

- The city will provide the Consultant with all data in City's possession identified by the city as relating to the Consultant's services on the Project. Data may include past complete analyses, evaluations, and reports. The Consultant will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City (i.e. mixing zone study, water quality/pH review, etc.).
- The city will make its facilities accessible to the Consultant as required for the Consultant's performance of its services and will provide labor and safety equipment as required by the Consultant for such access.
- The city will give prompt notice to the Consultant whenever the city observes or becomes aware of any development that affects the scope or timing of the Consultant's services, or of any defect in the work of the Consultant.

- The city will furnish required information, reviews, and approvals in a timely manner. For schedule purposes, deliverables identified in this scope will be reviewed and comments compiled within 10 workdays, unless specified for a particular deliverable.
- The city will provide consolidated sets of comments on deliverables.

Scope of Work

Tasks included under Phase 1 (these are not included in this current scope of work):

1. Wastewater Flow and Load Characteristics Update
2. Regulatory Issues and Compliance Strategy
3. Reuse/Flow Diversion Feasibility Review
4. Engineering Report Frameworks
5. Collection System Capacity Assessment
6. RPWRF Liquids Stream Capacity Assessment/Rerating
7. RPWRF Solids Stream Capacity Assessment
8. RPWRF Support Utilities and Facilities Assessment
9. Industrial Pretreatment Program Planning Overview
10. Existing Financial Capacity Identification
11. Existing Planning Guidelines and Study Area Characterization
12. Community Values Survey
13. Asset Replacement / Rehabilitation Summary
14. Climate Change
15. Project Management and Coordination

Tasks included under Phase 2 (these are included in this current scope of work):

16. pH and PCB Engineering Reports
17. Liquids Feasibility Analysis
18. Solids Feasibility Analysis
19. Baseline System Improvements
20. Structural Condition Assessment
21. Collection System Assessment
22. Community Engagement
23. Phase 2 Project Management

Tasks anticipated to be included in Phase 3 (these are anticipated to be included in a future scope of work):

- Liquids Alternatives Analysis
- Solids Alternatives Analysis
- Collection System Alternatives Analysis
- Climate Change Mitigation Plan
- Financial Evaluation
- Implementation Plan Development
- Wastewater Facility Plan Report
- General Sewer Plan Report

- Phase 3 Project Management

Task 16: pH and PCB Engineering Reports

This task will build off the work completed under Phase 1 Task 2 (Regulatory Issues and Compliance Strategy) and Task 4 (Engineering Report Frameworks) to develop comprehensive Engineering Reports for the PCB and pH requirements of the city's National Pollution Discharge Elimination System (NPDES) permit for Riverside Park Water Reclamation Facility (RPWRF). Under this task the Consultant will conduct the following activities:

- For pH, develop a holistic strategy for managing effluent pH regulatory/NPDES requirements. This includes the following:
    - Preparing and navigating request for Ecology to consider seasonal application of the pH limit rather than the year-round approach. Consider nutrient and potentially narrower seasons that drive changes in River pH.
    - Conducting alternatives analysis for controlling pH.
    - Qualitatively considering impacts of pH alternatives to other regulatory/environmental, economic, and site-constraint challenges.
    - Recommending a preferred alternative for managing pH requirements. The preferred alternative may include both process/site modifications and/or regulatory approaches.
    - Developing a Technical Memorandum for delivery to the Washington State Department of Ecology (Ecology) that lays out plans for a pH Engineering Report in as much detail as possible, for Ecology consideration during preparation of the next RPWRF NPDES permit (expected to occur in 2027).
    - Developing an Engineering Report for pH.
- For PCBs, develop a strategy for managing effluent PCB regulatory/NPDES requirements. This would include the following:
    - Establish a recommended definition of All Known, Available, and Reasonable Methods of Treatment (AKART) by identifying and evaluating alternatives for controlling PCBs. Alternatives to be evaluated are anticipated to include:
        - Satellite treatment facilities
        - Water reuse
        - Tertiary membrane filter replacement with alternative membrane design
        - Expansion of tertiary membrane filtration
        - New treatment process at RPWRF (e.g. membrane bioreactors, reverse osmosis, advanced oxidation, activated carbon)
        - Equalization in the collection system
        - Integrate planning approach, considering PCB discharges from stormwater, treated effluent, and combined sewer overflows (CSOs)
    - Qualitatively considering impacts of PCB alternatives to other regulatory/environmental, economic, and site-constraint challenges.
    - Developing a Technical Memorandum for delivery to Ecology which will layout plans for a PCB Engineering Report in as much detail as possible, for Ecology consideration during preparation of the next RPWRF NPDES permit (expected to occur in 2027).

- Developing an Engineering Report outline for PCBs, with the AKART definition section more developed.

Assumptions

- pH
  - The pH Engineering Report will focus on establishing a definition of AKART. Some sections of the Engineering Report will refer to the broader yet-to-be-completed Wastewater Facility Plan.
  - Two in-person workshops and one virtual meeting, 2 hours each, to coordinate and finalize pH Engineering Report, attended by 3 Consultant staff.
- PCBs
  - One in-person workshop with Ecology to discuss PCB Engineering Report approach, 2 hours, attended by 2 Consultant staff.
  - Two in-person workshops and one virtual meeting, 2 hours each, to coordinate on the draft PCB Engineering Report outline, attended by 3 Consultant staff. The city will provide one set of consolidated comments on each of the pH and PCB technical memoranda and Engineering Reports, respectively.
  - The PCB AKART definition will not include cost estimates. The analysis will be qualitative.

Deliverables

- Final TM for managing pH regulatory requirements, engineer stamped. Due date: December 31, 2026. Audience: Department of Ecology/Public.
- Final TM for managing PCB regulatory requirements, engineer stamped. Due date: December 31, 2026. Audience: Department of Ecology/Public.
- Draft and Final pH Engineering Report.
- Draft and Final PCB Engineering Report outline.

Task 17: Liquids Feasibility Analysis

Evaluate a variety of potential future liquid stream product alternatives, which is anticipated to include:

- River discharge (status quo)
- Water Reuse
  - Irrigation reuse
  - Industrial reuse
  - Emergency fire suppression
- Groundwater recharge
  - Land treatment
  - Indirect/direct injection
- Direct potable reuse
- Regional flow management (alternative flow distribution approach)

For each product, develop a qualitative summary of the product and its long-range (50 year) feasibility potential for the City of Spokane's wastewater system. The product summary will include a conceptual process flow diagram highlighting changes to the system, and discussion of risk/benefit considerations for the following:

- Regulatory resiliency
- Scalability (growth management resiliency)
- Adaptability – can product be pursued while maintaining other product viability?
- Environmental resiliency – climate impact considerations of products (e.g., greenhouse gas impacts, resiliency opportunities to future)
- Community perception

The product summary will also include a unit cost-level comparison for capital and operations and maintenance (O&M) considerations for each alternative, where applicable.

A workshop will be conducted at the completion of the feasibility assessment to determine 2 to 3 liquid stream products to pursue as part of the detailed Phase 3 alternatives analysis.

Assumptions

- One in-person workshop and one virtual meeting, 2 hours each, to coordinate and finalize alternatives, attended by 2 Consultant staff.
- Up to 3 system liquid stream alternatives will be carried forward into Phase 3.
- Comments on the summary sheets will be incorporated into the draft Wastewater Facilities Plan document developed in Phase 3, as appropriate.

Deliverables

- Product feasibility summary sheets for up ten liquid stream alternative products.
- Liquids alternative summary TM (draft followed by final version).

Task 18: Solids Feasibility Analysis

Evaluate a variety of potential future solids stream product alternatives, including but not limited to:

- Class B Program (Status Quo)
- Class A – Land Application
    - Thermophilic Digestion
    - Hydrolysis
- Class A - Alternative Commercial Product
    - Thermal Drying (Belt or Drum)
    - Compost
    - Biochar
- Disposal
    - Landfill
    - Incineration

For each product, develop a qualitative summary of the product and its long-range (50 year) feasibility potential for the City of Spokane's wastewater system. Product summary to include a concept process flow highlighting changes to the system, and discussion of risk/benefit considerations for the following:

- Regulatory resiliency
- Scalability (growth management resiliency)
- Adaptability – can product be pursued while maintaining other product viability?
- Environmental resiliency – climate impact considerations of products (e.g., greenhouse gas impacts, resiliency opportunities to future)
- Community perception

The summary will also include a unit cost-level comparison for capital and O&M considerations, where applicable.

A workshop will be conducted at the completion of the feasibility assessment to determine 4 to 5 solids stream products to pursue as part of the detailed Phase 3 alternatives analysis.

Assumptions

- Four in-person workshops, 2 hours each, to coordinate and finalize alternatives, attended by 2 Consultant staff.
- Comments on the summary sheets will be incorporated into the draft Wastewater Facilities Plan document developed in Phase 3, as appropriate.
- Any cost estimates provided by Consultant will be on a basis of experience and judgment. Since Consultant has no control over market conditions or bidding procedures, Consultant does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

Deliverables

- Feasibility product summary sheets for up to eight solids stream alternative products.

Task 19: Baseline System Improvements

Under this task the Consultant will identify other baseline improvements needed at RPWRF that are not captured under the liquids or solids feasibility analyses. The Consultant will conduct the following activities:

- Confirm which recommendations from the Phase 1 Support Utilities and Facilities Technical Memorandum the city would like to have addressed and develop a cost estimate for the steps necessary to address.
- Identify and confirm process-related improvements that are not associated with the liquids or solids alternatives feasibility analyses (Task 16 and 17) but should be included in the Wastewater Facility Plan. For example:
    - Addressing headworks capacity limitations by 1) working with the manufacturer to determine the appropriate screen rating, 2) updating the headworks hydraulic

capacity, 3) defining the actual capacity of the headworks, and 4) identifying alternatives for bringing the headworks up to the desired capacity.
    - Blower and aeration system evaluation to identify whether adjustments / upgrades to the secondary aeration blowers are needed
- For each recommendation/improvement selected by the city, the Consultant will develop a qualitative summary and its long-range (50 year) feasibility potential for the city of Spokane's wastewater system. Summaries will include a concept process flow highlighting changes to the system, and discussion of risk/benefit considerations for the following:
    - Regulatory resiliency
    - Scalability (growth management resiliency)
    - Adaptability – can the improvement be pursued while maintaining other improvement viability?
    - Environmental resiliency – climate impact considerations (e.g., greenhouse gas impacts, resiliency opportunities to future)
    - Community perception
- The summary will also include a conceptual cost estimate for capital and O&M
- Establishing energy use per million gallons of water treated for unit processes that have power use data available, and identifying issues and possible improvement opportunities
- Participate in up to four workshops to present updates and gather input from city staff on the activities described above

Assumptions

- No air dispersion modeling is included in scope.
- Workshops will be in-person, 2-hours in duration, and attended by up to 2 Consultant staff.
- The solutions identified as part of this task shall not preclude any of the liquids or solids feasibility options explored as part of Tasks 16 and 17. The improvements identified should be focused on existing operational system deficiencies, not improvements related to future capacity.
- Comments on deliverables will be incorporated into the draft Facilities Plan document developed in Phase 3, as appropriate.
- Any cost estimates provided by Consultant will be on a basis of experience and judgment. Since Consultant has no control over market conditions or bidding procedures, Consultant does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

Deliverables

- Feasibility summary sheets for up to ten baseline system improvements.
- Spreadsheet documenting the energy use evaluation

Task 20: Structural Condition Assessment

Under this task, the Consultant will perform a structural condition assessment of facilities at the RPWRF to evaluate their current condition and estimate their remaining useful life.

Project Review and Inspection Planning

The Consultant will review available information, including:

- Original construction drawings
- Record drawings and design documents
- Previous inspection reports
- Maintenance and repair records
- Relevant operational information

Based on this review, the Consultant will develop an inspection plan that identifies:

- Facility access requirements
- Coordination needs with Operations staff
- Safety considerations associated with inspection activities

The Consultant will coordinate with city staff regarding facility shutdown sequencing and inspection access requirements.

Field Inspection

The Consultant will perform interior and exterior visual inspections of the chlorine contact chambers, secondary clarifiers, and aeration basins following dewatering and isolation by the city. The Consultant will also perform visual inspections of other RPWRF structures and facilities based on observable conditions and accessible areas during normal plant operations. The assessment will include visual evaluation of accessible structural elements, including:

- Concrete walls, slabs, beams, and columns
- Channels and process structures
- Walkways and platforms
- Construction and expansion joints
- Other exposed structural components

Observed conditions will be documented through field notes and photographs. The inspection will evaluate:

- Overall structural condition and integrity
- Cracking
- Spalling and delamination
- Exposed reinforcement
- Corrosion-related deterioration
- Joint deterioration
- Leakage and infiltration
- Surface erosion, scaling, or chemical attack

- Differential movement or settlement
- Other signs of structural distress

Structural Evaluation and Remaining Useful Life Assessment

The Consultant will evaluate inspection findings and available facility information to assess the condition of each structure. The evaluation will include:

- Identification of deterioration mechanisms
- Assessment of the severity and extent of observed deficiencies
- Evaluation of the potential structural impacts of deterioration
- Identification of structures requiring repair, rehabilitation, monitoring, or further investigation

The Consultant will develop a professional opinion regarding the remaining useful life of each major structure based on:

- Facility age
- Observed structural condition
- Extent and severity of deterioration
- Apparent deterioration rates
- Experience with similar wastewater treatment facilities

Assumptions

- The site visit for the condition assessment will be completed on two consecutive 8 hour days
- 2 virtual workshops will be held, each 1-hours in duration, and attended by up to 2 Consultant staff

Deliverables

- Draft and final Structural Condition Assessment Report

Task 21: Collection System Assessment

Under this task the Consultant will conduct the following activities:

- Develop assumptions for evaluating the capacity of the wastewater collection system:
    - Established assumptions for flows from Spokane County, the timing of the flows, and the locations those flows enter the city's collection system.
    - Identify various wastewater collection system sizing storm options and facilitate a process to select one for use in evaluating the capacity of the City's wastewater collection system. This will involve running up to three different candidate storm events through the city's systemwide sewer model.
    - Develop a climate-perturbed version of the selected sizing storm by scaling the storm event based on scaling factors available from the University of Washington's Climate Impacts Group

- Model updates:
    - Identify the anticipated future wastewater service area, including a summary of existing and potential future intertie agreements
    - Update dry-weather flows based on known completed or planned large developments and progress on septic elimination
    - Convert storage facilities in the model to be storage nodes (rather than modeling all of the flushing channels)
    - Calibrate the following basins:
        - I-03
        - I-04
        - 24
        - 26
    - Update how and where I&I is distributed in the model, which includes identifying which pipes have been lined in the last 10 years.
- System Evaluation:
    - Use the sewer model to evaluate the capacity of the following assets / components to convey the current and climate perturbed sizing storms:
        - Interceptors
        - Combined sewer overflow storage facilities and interceptor protection tanks
        - Siphons
        - Pump stations
        - Evaluate what peak flow the collection system can convey to the RPWRF
    - Identify system deficiencies based on the results of the model simulations and identify which ones would be addressed through the existing 6-year capital plan
    - Compile other known collection system issues from the Wastewater System Risk Assessment (conducted in 2019) and update the identified items based on discussions with city staff
- Facilitate up to four 2-hour workshops with the city to review progress and status.
- Bi-weekly 30-minute check-in meetings with the city to discuss progress, attended by 2 Consultant staff.
- Prepare a TM documenting the work described above.

Assumptions

- The city will provide the most recent sewer model in PCSWMM
- Workshops are in-person and attended by up to 2 Consultant staff
- Basins not listed above are calibrated to existing conditions and no hydrologic changes are necessary.

Deliverables

- Updated systemwide sewer model
- Meeting PowerPoint and summary for four workshops
- Draft and Final Collection System TM

Task 22: Community Engagement

Conduct a 2-phased engagement effort that combines structured input gathering conversations with interested parties (city leadership, environmental groups, universities, neighborhood associations, CBO's, etc) with a community-wide survey that will assess community values for key components of the facility plan. The public survey will gauge customer values and cost tolerance, informing plan development decisions.

Meet with the city to discuss the purpose, methodology, and size of the survey. Based on feedback from the meeting, develop a recommendation for an updated survey effort including questions and methodology. Engage a polling firm to conduct the customer survey and summarize the results. Develop a slide deck and summarize the survey results. Present results of survey in a project workshop.

Assumptions

- N=600 with representation proportionate to service area/provider to extent possible.
- Survey to include demographic information.
- Hybrid text messages/email/social media-based survey.

Deliverables

- Communications Plan
- Master Slide Deck for Outreach Meetings
- Survey
- Outreach Summary

Task 23: Phase 2 Project Management

Under this task the Consultant will establish and monitor compliance with project budget and schedule and coordination the delivery of the Project.

Regulatory Communications Strategy

The Consultant will develop a regulatory communications strategy document that summarizes the city's strategy and approach for engaging with the Washington State Department of Ecology.

Progress Meetings and Updates

Two Consultant staff and the city will meet every two weeks for a 1-hour check-in call to review project progress and discuss upcoming work activities. All in-person meetings and workshops will be held at the RPWRF unless noted otherwise. When possible, meetings will be conducted over video conferences.

Invoicing, Cost, and Schedule Control

The Consultant will manage, administer, coordinate, and integrate work of the Consultant's team as required to deliver the project within budget and on schedule. The Consultant will prepare and submit monthly invoices with progress reports.

Quality Management

The Consultant will carry out a Quality Assurance Program (QAP). The purpose of this QAP is to monitor the quality of the Project using internal quality assurance/quality control (QA/QC).

Deliverables

- 6 Monthly Invoice and Progress Reports

Additional Services Allowance

The city may elect to request additional services from Consultant during the project. The scope, schedule and fee for each additional service will be negotiated and approved in writing by the city management prior to Consultant beginning the associated work. The allowance provided may not fully fund all additional services that may be identified.

City of Spokane, Wastewater Facility Planning Services for Riverside Park Water Reclamation Facility
Phase 2

Jacobs Budget Summary for Amendment 1

Task No.	Task Name	Hours	Budget	% of Total Budget
16	pH and PCB Engineering Reports	930	$ 220,000	22%
17	Liquids Feasibility Analysis	540	$ 125,448	13%
18	Solids Feasibility Analysis	290	$ 67,072	7%
19	Baseline System Improvements	597	$ 128,503	13%
20	Structural Condition Assessment	266	$ 66,293	7%
21	Collection System Assessment	848	$ 188,571	19%
22	Community Engagement	268	$ 52,637	5%
23	Project Management and Coordination	481	$ 108,431	11%
	Expenses for Jacobs and BKF		$ 29,400	3%
	Grand Total	**4,220**	**$ 986,355**	

PM as % of total hours without regulatory communications strategy 10.3%

Phase	Authorized Budget	Description
1	$ 1,141,216	Original Contract Amount
2	$ 986,355	Amendment 1
3	$ -	Future Amendment
	$ 2,127,571	Total Contract Value

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/28/2026

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

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

PRODUCER LIC #0437153 1-212-948-1306 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071 USA	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): 1-212-948-1306 E-MAIL ADDRESS:
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 515 South Flower St., Suite 4800 Los Angeles, CA 90071 USA	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACE AMER INS CO — 22667 INSURER B : INDEMNITY INS CO OF NORTH AMER — 43575 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 752701937 **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 CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			HDO G4938788A	07/01/26	07/01/27	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 3,000,000 $ 500,000 $ 5,000 $ 3,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			ISA H08891990	07/01/26	07/01/27	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 3,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLR C7280918A STOP-GAP COV	07/01/26	07/01/27	PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 3,000,000 $ 3,000,000 $ 3,000,000
A	PROFESSIONAL LIABILITY			EON G21655065 017	07/01/26	07/01/27	PER CLAIM/PER AGG	1,000,000

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

PROJECT MGR: Santtu Winter. CONTRACT MGR: Rebecca Swaney. RE: Wastewater Facility Planning Services for City of Spokane - Riverside Park Water Reclamation Facility. CONTRACT END DATE: 12-31-2027. PROJECT NUMBER: D4009600. SECTOR: Public. City of Spokane is added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

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

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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
05/28/2026

NAME OF INSURED: Jacobs Engineering Group Inc.

ADDITIONAL INSURED - AUTOMATIC STATUS

Named Insured Jacobs Solutions Inc.			Endorsement Number 498
Policy Symbol HDO	Policy Number G4938788A	Policy Period 07/01/2026 TO 07/01/2027	Effective Date of Endorsement 07/01/2026
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization: Any person or organization for whom any Named Insured is required by written contract or agreement to provide insurance, entered into prior to the loss, where such written contract or agreement does not expressly identify a particular Insurance Service Organization Form to be applied to their additional insured status.

Who Is An Insured (Section II) includes as an additional insured the person or organization shown in the Schedule, but the insurance shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided such additional insured exceed the scope of the coverage and/or limits required by said contract or agreement; and, if such additional insured's scope of coverage is not expressly stated in such contract or agreement, then such coverage is limited to the additional insured's vicarious liability to the extent directly caused by the Named Insured's negligence during the Named Insured's ongoing operations. This insurance shall be primary insurance to the extent required by said contract or agreement, and any other insurance or self-insurance maintained by such person or organization shall be noncontributory with the insurance provided hereunder to the extent specified in said contract agreement.

Where the contract or agreement provides that the additional insured's scope of coverage is for the Named Insured's indemnity obligations under such contract or agreement, then such coverage shall be limited to the extent such indemnity obligations are enforceable under applicable law.

Notwithstanding the foregoing sentence, in no event shall the insurance provided such additional insured exceed the scope of coverage required by said contract or agreement

Notwithstanding anything to the contrary, the coverage provided an additional insured under this endorsement shall be limited to the minimum coverage limits required to be provided by the Named Insured under the written contract or agreement.

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ADDITIONAL INSURED - DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured			Endorsement Number
Jacobs Solutions Inc.			193
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H08891990	07/01/2026 TO 07/01/2027	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.-Project and/or Contract: All projects and/or contracts where you perform work for such additional insured pursuant to any such written contract.

A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:

1. You.

2. Any of your "employees" or agents.

3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.

B. The persons or organizations named in this endorsement are not liable for payment of your premium.

C. With respect to the insurance afforded to these additional insureds, the following applies:

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

If such additional insured's scope of coverage is not expressly stated in a contract or agreement, then such coverage is limited to the additional insured's vicarious liability to the extent directly caused by the Named Insured's negligence during the Named Insureds ongoing operations. This insurance shall be primary insurance to the extent required by said contract or agreement, and any other insurance or self-insurance maintained by such person or organization shall be noncontributory with the insurance provided hereunder to the extent specified in said contract agreement.

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ADDITIONAL INSURED - DESIGNATED PERSONS OR ORGANIZATIONS

Where the contract or agreement provides that the additional insured's scope of coverage is for the named insured's indemnity obligations under such contract or agreement, then such coverage shall be limited to the extent such indemnity obligations are enforceable under applicable law.

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NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Solutions Inc.			Endorsement Number 65
Policy Symbol HDO	Policy Number G4938788A	Policy Period 07/01/2026 TO 07/01/2027	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

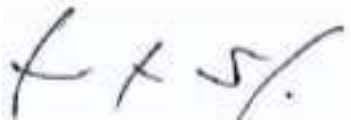
G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured			Endorsement Number
Jacobs Solutions Inc.			42
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H08891990	07/01/2026 TO 07/01/2027	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured JACOBS SOLUTIONS INC. 515 S. FLOWER STREET, SUITE 4800 LOS ANGELES CA 90071	Endorsement Number Policy Number Symbol: WLR Number: C7280918A
Policy Period 07-01-2026 **TO** 07-01-2027	Effective Date of Endorsement 07-01-2026
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This Endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM,TX and WI.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured **Jacobs Solutions Inc.**			Endorsement Number **19**
Policy Symbol **EON**	Policy Number **G21655065 017**	Policy Period **07/01/2026 to 07/01/2027**	Effective Date of Endorsement **07/01/2026**
Issued By (Name of Insurance Company) **ACE American Insurance Company**			

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

A. If **We** cancel or non-renew the **Policy** prior to its expiration date by notice to **You** for any reason other than nonpayment of premium, **We** will endeavor, as set out below, to send written notice of cancellation or non-renewal via such electronic or other form of notification as **We** determine, to the persons or organizations listed in the schedule that **You** or **Your** representative provide or have provided to **Us** (the **Schedule**). **You** or **Your** representative must provide **Us** with both the physical and e-mail address of such persons or organizations, and **We** will utilize such e-mail address and/or physical address that **You** or **Your** representative provided to **Us** on such **Schedule**.

B. The **Schedule** must be initially provided to **Us** within 30 days after:

   i. The beginning of the **Policy Period**, if this endorsement is effective as of such date; or

   ii. This endorsement has been added to the **Policy**, if this endorsement is effective after the **Policy Period** commences.

C. The **Schedule** must be in a format that is acceptable to **Us** and must be accurate.

D. **Our** delivery of the notification as described in Paragraph A of this endorsement will be based on the most recent **Schedule** in **Our** records as of the date the notice of cancellation or non-renewal is mailed or delivered to **You**.

E. **We** will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the **Schedule** at least 30 days prior to the cancellation or non-renewal date applicable to the **Policy**.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the **Schedule** in the event of a pending cancellation or non-renewal of coverage. **We** have no legal obligation of any kind to any such person(s) or organization(s). **Our** failure to provide advance notification of cancellation or non-renewal to the person(s) or organization(s) shown in the **Schedule** shall impose no obligation or liability of any kind upon **Us**, **Our** agents or representatives, will not extend any **Policy** cancellation or non-renewal date and will not negate any cancellation or non-renewal of the **Policy**.

G. **We** are not responsible for verifying any information provided to **Us** in any **Schedule**, nor are **We** responsible for any incorrect information that **You** or **Your** representative provide to **Us**. If **You** or **Your** representative does not provide **Us** with a **Schedule**, **We** have no responsibility for taking any action under this endorsement. In addition, if neither **You** nor **Your** representative provides **Us** with e-mail address and/or physical address information with respect to a particular person or organization, then **We** shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. With respect to this endorsement **Our**, **Us** or **We** means the stock insurance company listed in the Declarations, and **You** or **Your** means the insured person or entity listed in Item 1 of the Declarations page.

All other terms and conditions of this **Policy** remain unchanged.

MS-36362 (04/19)

Authorized Representative

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name:	JACOBS ENGINEERING GROUP INC.
Business name:	JACOBS ENGINEERING GROUP INC.
Entity type:	Profit Corporation
UBI #:	601-008-037
Business ID:	001
Location ID:	0005
Location:	Active
Location address:	999 W RIVERSIDE AVE STE 500 SPOKANE WA 99201-1005
Mailing address:	6312 S FIDDLERS GREEN CIR STE 300N GREENWOOD VILLAGE CO 80111-4927
Excise tax and reseller permit status:	Click here
Secretary of State information:	Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance dat
Spokane General Business				Active	Feb-28-2027	Oct-30-2018

Owners and officers on file with the Department of Revenue

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

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 9/30/2026 9:12:25 AM

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 10/27/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/11/2026

Date Rec'd	10/20/2026		
Clerk's File #	OPR 2021-0722		
Cross Ref #			
Project #			
Submitting Dept	CITY ATTORNEY	**Bid #**	
Contact Name/Phone	MICHAEL 6237	**Requisition #**	CR29065
Contact E-Mail	MPICCOLO@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	OUTSIDE COUNSEL CONTRACT AMENDMENT (SUMMIT LAW / BACON)		

Agenda Wording

Contract amendment with Summit Law Group, Seattle, WA re Bacon, et. al., v. City of Spokane, et. al. This amendment will increase the contract by $100,000 for a contract total of $1,250,000.00.

Summary (Background)

The Michael Bacon, et al. v. City of Spokane, et al. action seeks damages against the City and various State agencies. The Spokane Fire Department plaintiffs allege violation of rights relating to Washington 1s COVID-19 vaccination mandate.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

Amount		**Budget Account**
Expense	**$** 100,000.00	**#** Risk - Claims
Select	**$**	**#**
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	PICCOLO, MIKE	**PURCHASING**	NECHANICKY, JASON
Division Director			
Accounting Manager	DANIELS, DERREK		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
chadm@SummitLaw.com	Zach.Ray@us.davies-group.com
mpiccolo@spokanecity.org	sdhansen@spokanecity.org
mdominguez@spokanecity.org	

City Clerk's No. OPR 2021-0722

City of Spokane

CONTRACT AMENDMENT

Title: **OUTSIDE COUNSEL CONTRACT**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **SUMMIT LAW GROUP, PLLC**, whose address is 315 5th Avenue South, Suite 1000, Seattle, Washington 98104, as ("Firm"), individually a “party”, and together referenced as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel providing legal services and advice to the City regarding the lawsuit of Michael Bacon, et. al. v. City of Spokane, et. al.; and

WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.
The Contract dated October 29, 2021 and November 8, 2021, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on August 1, 2026.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($1,250,000.00)**.

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

SUMMIT LAW GROUP, PLLC	**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

26-287

License Information:

New search Back to results

Entity name: SUMMIT LAW GROUP, PLLC

Business name: SUMMIT LAW GROUP, P.L.L.C.

Entity type: Professional Limited Liability Company

UBI #: 601-773-208

Business ID: 001

Location ID: 0002

Location: Active

Location address: 315 5TH AVE S STE 1000
SEATTLE WA 98104-2682

Mailing address: 315 5TH AVE S STE 1000
SEATTLE WA 98104-2682

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Bainbridge Island General Business - Non-Resident	41410			Active	Feb-28-2027	Sep-24-2007
Bellingham General Business	023960			Active		Apr-12-1999
Bremerton General Business - Non-Resident	29121			Active	Feb-28-2027	Jan-01-2011
Burien General Business - Non-Resident				Active	Feb-28-2027	Feb-10-2025
Burlington General Business - Non-Resident	10352			Active	Feb-28-2027	Apr-10-2019

Endorsements

Filter

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Issaquah General Business - Non-Resident				Active	Feb-28-2027	Jun-28-2018

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Kirkland General Business - Non-Resident				Active	Feb-28-2027	Jun-08-2023
Lake Stevens General Business - Non-Resident				Active	Feb-28-2027	Jun-06-2014
Port Orchard General Business - Non-Resident				Active	Feb-28-2027	May-12-2020
Snoqualmie General Business - Non-Resident				Active	Feb-28-2027	Sep-18-2023
South Bend General Business - Non-Resident	846			Active	Feb-28-2027	Aug-04-2023
Spokane General Business - Non-Resident	T12024574BL			Active	Feb-28-2027	Oct-15-2012
Vancouver General Business - Non-Resident				Active	Feb-28-2027	Mar-21-2018
Yelm General Business - Non-Resident	850			Active	Feb-28-2027	Nov-07-2023

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ANGER, KRISTIN D	
DANELO, ADA	
DIXON, HEATH	
STODDARD, KRISTIN	
YOUNKER, RODNEY B	

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The Business Lookup information is updated nightly. Search date and time: 3/10/2026 9:51:15 AM

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SUMMLAW-01 TMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/1/2026

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

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

PRODUCER	CONTACT NAME:	
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 : National Fire Insurance Company of Hartford	20478
INSURER B : Continental Casualty Company	20443
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Summit Law Group, PLLC
315 5th Avenue S., Suite 1000
Seattle, WA 98104

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		4031454583	5/1/2026	5/1/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			4031454583	5/1/2026	5/1/2027	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE			4031455250	5/1/2026	5/1/2027	AGGREGATE	$ 4,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		4031454583	5/1/2026	5/1/2027	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)
Additional Insured as required by written contract: City of Spokane.

CERTIFICATE HOLDER

City of Spokane
c/o Sheila Hansen
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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BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

TABLE OF CONTENTS

I.	**Blanket Additional Insured Provisions**
A.	**Additional Insured – Blanket Vendors**
B.	**Miscellaneous Additional Insureds**
C.	**Additional Provisions Pertinent to Additional Insured Coverage**
1.a.	**Primary – Noncontributory provision**
1.b.	**Definition of "written contract"**
2.	**Additional Insured – Extended Coverage**
II.	**Liability Extension Coverages**
A.	**Bodily Injury – Expanded Definition**
B.	**Broad Knowledge of Occurrence**
C.	**Estates, Legal Representatives and Spouses**
D.	**Fellow Employee First Aid**
E.	**Legal Liability – Damage to Premises**
F.	**Personal and Advertising Injury – Discrimination or Humiliation**
G.	**Personal and Advertising Injury – Broadened Eviction**
H.	**Waiver of Subrogation – Blanket**

I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "**written contract**" to provide insurance, 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, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

a. "**Bodily injury**" or "**property damage**" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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h. "**Bodily injury**" or "**property damage**" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision **2.** does not apply if "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a "**written contract**."

2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:

a. A higher limit of insurance than required by such "**written contract**;"

b. Coverage broader than required by such "**written contract**" and in no event greater than that described by the applicable paragraph a. through k. below; or

c. Coverage for "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**." But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) such person or organization's financial control of you; or

(2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" as grantor of a franchise to you.

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d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "**occurrence**" giving rise to such "bodily injury" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance, or use of a premises by you.
This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of:

(1) The following hazards in connection with premises 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, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance; or

(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

(a) "**Bodily injury**", "**property damage**" or "**personal and advertising injury**" arising out of operations performed for the state or government agency or subdivision or political subdivision; or

(b) "**Bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**."

With respect to this provision's requirement that additional insured status must be requested under a "**written contract**," we will treat as a "**written contract**" any governmental permit that requires you to add the governmental entity as an additional insured.

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i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" caused by:

a. Your acts or omissions; or

b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

(1) For "**bodily injury**," "**property damage**," or "**personal and advertising injury**" arising out of the rendering or failure to render any professional services;

(2) For "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**." But this provision **(2)** does not apply to such "**bodily injury**" or "**property damage**" if:

(a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "**written contract**"; and

(b) The "**written contract**" requires you to make the person or organization an additional insured for such "**bodily injury**" or "**property damage**"; or

(3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

1. With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:

a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "**written contract**" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

b. Under **Liability and Medical Expense Definitions**, the following definition is added:

"**Written contract**" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

(1) Is currently in effect or becomes effective during the term of this policy; and

(2) Was executed prior to:

(a) The "**bodily injury**" or "**property damage**;" or

(b) The offense that caused the "**personal and advertising injury**";

for which the additional insured seeks coverage.

2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

a. An individual, then his or her spouse is an insured;

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b. A partnership or joint venture, then its partners, members and their spouses are insureds;

c. A limited liability company, then its members and managers are insureds;

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or

e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

(1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs **a.** through **d.** above;

(2) "**Property damage**" to property owned, occupied or used by their employer or by any fellow employee; or

(3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "**Bodily injury**" is deleted and replaced by the following:

"**Bodily injury**" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such "**occurrence**," offense, claim or "**suit**" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "**executive officer**" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

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D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a)**, **(b)** and **(c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"**Property damage**" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

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

3. Property loaned to you;

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

5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in 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.

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 **1**, **3**, and **4**, of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises:

(1) rented to you:

(2) temporarily occupied by you with the permission of the owner, or

(3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs **3**, **4**, **5**, and **6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **6** of this exclusion does not apply to "**property damage**" included in the "**products-completed operations hazard**."

2. Under **B. Exclusions**, **1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o,** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

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3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "**property damage**" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

a. $1,000,000; or

b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "**personal and advertising injury**" is amended to add the following:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

(17) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision **(Personal and Advertising Injury – Discrimination or Humiliation)** does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

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SUMMLAW-01 TMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/1/2026

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

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

PRODUCER	CONTACT NAME:	
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 : Lloyd's of London	15792
INSURER B : Starstone Specialty Insurance Company	44776
INSURER C : QBE	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Summit Law Group, PLLC
315 5th Avenue S., Suite 1000
Seattle, WA 98104

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 5,000,000
	[X] CLAIMS-MADE [ ] OCCUR			SUAGP1657-2601	5/1/2026	5/1/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	[X] Lawyers Prof Liab						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[X] OTHER: $25,000 Deductible Each Claim							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						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 $							$
	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	$
B	Excess Prof Liab			LPL00442510P-01	5/1/2026	5/1/2027	Each Claim/Aggregate	5,000,000
C	Excess Prof Liab			100007229	5/1/2026	5/1/2027	Each Claim/Aggregate	5,000,000

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

Primary Professional Liability: Starstone Specialty Insurance Company - $5,000,000 Per Occurrence/ $5,000,000 Aggregate - $50,000 Deductible per claim
Excess Professional Liability: Indian Harbor Insurance Company - $5,000,000 Per Occurrence/ $5,000,000 Aggregate
Excess Professional Liability: QBE Insurance Company - $5,000,000 Per Occurrence/ $5,000,000 Aggregate

(Total Professional Liability Limit is: $15,000,000 Per Occurrence/$15,000,000 Aggregate - $50,000 Deductible per claim)

CERTIFICATE HOLDER

City of Spokane
c/o Sheila Hansen
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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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 10/27/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/11/2026

Date Rec'd	10/20/2026		
Clerk's File #	OPR 2022-0481		
Cross Ref #			
Project #			
Submitting Dept	CITY ATTORNEY	**Bid #**	
Contact Name/Phone	MICHAEL 6237	**Requisition #**	CR29064
Contact E-Mail	MPICCOLO@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	OUTSIDE COUNSEL CONTRACT AMENDMENT (SUMMIT / LABOR)		

Agenda Wording

Contract Amendment for Summit Law Group, Seattle, WA, as outside legal counsel assisting the City in Labor Negotiations and HR advice. This amendment will increase the contract by $150,000 for a total contract amount of $700,000, which dates back to 2022.

Summary (Background)

The City has been in collective bargaining in 2026 with Local 29, Local 270, Local 270-Prosecuting Attorneys and with M&P A and B. Bargaining with Spokane Police Guild and Lieutenants and Captains also recently began. In addition, there are other labor matters to address including a number of grievances, PERC unit clarifications, Civil Service hearings and unfair labor practice complaints. While staff from HR and Legal will also be involved in these proceedings, special counsel from Summit Law Group is necessary.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

Amount		**Budget Account**
Expense	**$** 150,000	**#** 0020-88100-18900-54105
Select	**$**	**#**
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	PICCOLO, MIKE	**PURCHASING**	PRINCE, THEA
Division Director			
Accounting Manager	DANIELS, DERREK		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
johnh@summitlaw.com	mpiccolo@spokanecity.org
ywang@spokanecity.org	sdhansen@spokanecity.org

City Clerk's No. OPR 2022-0481

City of Spokane

CONTRACT AMENDMENT

OUTSIDE COUNSEL

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, (the "City"), **SUMMIT LAW GROUP, PLLC,** whose address is 315 Fifth Avenue South, Suite 1000, Seattle, Washington 98104, (the "Firm"), individually a “Party”, and together referenced as the “Parties”.

WHEREAS, the Parties entered into a Contract wherein the Firm agreed to act as Outside Counsel providing Labor Negotiation Services and Advice to the City, and

WHEREAS, additional funds are necessary, thus the original Contract needs to be formally amended by this written document; and

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

1. CONTRACT DOCUMENTS.
The Contract dated June 19, 2022 and June 27, 2022, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on June 1, 2026.

4. COMPENSATION.
The City shall pay an additional amount not to exceed **ONE FIFTY HUNDRED THOUSAND AND NO/100 DOLLARS ($150,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS ($700,000.00)**.

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

SUMMIT LAW GROUP, PLLC

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

26-288

License Information:

New search Back to results

Entity name: SUMMIT LAW GROUP, PLLC

Business name: SUMMIT LAW GROUP, P.L.L.C.

Entity type: Professional Limited Liability Company

UBI #: 601-773-208

Business ID: 001

Location ID: 0002

Location: Active

Location address: 315 5TH AVE S STE 1000
SEATTLE WA 98104-2682

Mailing address: 315 5TH AVE S STE 1000
SEATTLE WA 98104-2682

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Bainbridge Island General Business - Non-Resident	41410			Active	Feb-28-2027	Sep-24-2007
Bellingham General Business	023960			Active		Apr-12-1999
Bremerton General Business - Non-Resident	29121			Active	Feb-28-2027	Jan-01-2011
Burien General Business - Non-Resident				Active	Feb-28-2027	Feb-10-2025
Burlington General Business - Non-Resident	10352			Active	Feb-28-2027	Apr-10-2019

Endorsements

Filter

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Issaquah General Business - Non-Resident				Active	Feb-28-2027	Jun-28-2018

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Kirkland General Business - Non-Resident				Active	Feb-28-2027	Jun-08-2023
Lake Stevens General Business - Non-Resident				Active	Feb-28-2027	Jun-06-2014
Port Orchard General Business - Non-Resident				Active	Feb-28-2027	May-12-2020
Snoqualmie General Business - Non-Resident				Active	Feb-28-2027	Sep-18-2023
South Bend General Business - Non-Resident	846			Active	Feb-28-2027	Aug-04-2023
Spokane General Business - Non-Resident	T12024574BL			Active	Feb-28-2027	Oct-15-2012
Vancouver General Business - Non-Resident				Active	Feb-28-2027	Mar-21-2018
Yelm General Business - Non-Resident	850			Active	Feb-28-2027	Nov-07-2023

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ANGER, KRISTIN D	
DANELO, ADA	
DIXON, HEATH	
STODDARD, KRISTIN	
YOUNKER, RODNEY B	

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 3/10/2026 9:51:15 AM

Contact us

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Take our survey!

Don't see what you expected?

Check if your browser is supported

SUMMLAW-01 TMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/1/2026

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

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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 : National Fire Insurance Company of Hartford	20478
INSURER B : Continental Casualty Company	20443
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Summit Law Group, PLLC
315 5th Avenue S., Suite 1000
Seattle, WA 98104

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		4031454583	5/1/2026	5/1/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			4031454583	5/1/2026	5/1/2027	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE			4031455250	5/1/2026	5/1/2027	AGGREGATE	$ 4,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		4031454583	5/1/2026	5/1/2027	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)
Additional Insured as required by written contract: City of Spokane.

CERTIFICATE HOLDER

City of Spokane
c/o Sheila Hansen
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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BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

TABLE OF CONTENTS

I.	**Blanket Additional Insured Provisions**
A.	**Additional Insured – Blanket Vendors**
B.	**Miscellaneous Additional Insureds**
C.	**Additional Provisions Pertinent to Additional Insured Coverage**
1.a.	**Primary – Noncontributory provision**
1.b.	**Definition of "written contract"**
2.	**Additional Insured – Extended Coverage**
II.	**Liability Extension Coverages**
A.	**Bodily Injury – Expanded Definition**
B.	**Broad Knowledge of Occurrence**
C.	**Estates, Legal Representatives and Spouses**
D.	**Fellow Employee First Aid**
E.	**Legal Liability – Damage to Premises**
F.	**Personal and Advertising Injury – Discrimination or Humiliation**
G.	**Personal and Advertising Injury – Broadened Eviction**
H.	**Waiver of Subrogation – Blanket**

I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "**written contract**" to provide insurance, 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, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

a. "**Bodily injury**" or "**property damage**" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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h. "**Bodily injury**" or "**property damage**" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision **2.** does not apply if "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a "**written contract**."

2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:

a. A higher limit of insurance than required by such "**written contract**;"

b. Coverage broader than required by such "**written contract**" and in no event greater than that described by the applicable paragraph a. through k. below; or

c. Coverage for "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**." But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) such person or organization's financial control of you; or

(2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" as grantor of a franchise to you.

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d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "**occurrence**" giving rise to such "bodily injury" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance, or use of a premises by you.
This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of:

(1) The following hazards in connection with premises 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, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance; or

(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

(a) "**Bodily injury**", "**property damage**" or "**personal and advertising injury**" arising out of operations performed for the state or government agency or subdivision or political subdivision; or

(b) "**Bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**."

With respect to this provision's requirement that additional insured status must be requested under a "**written contract**," we will treat as a "**written contract**" any governmental permit that requires you to add the governmental entity as an additional insured.

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i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" caused by:

a. Your acts or omissions; or

b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

(1) For "**bodily injury**," "**property damage**," or "**personal and advertising injury**" arising out of the rendering or failure to render any professional services;

(2) For "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**." But this provision **(2)** does not apply to such "**bodily injury**" or "**property damage**" if:

(a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "**written contract**"; and

(b) The "**written contract**" requires you to make the person or organization an additional insured for such "**bodily injury**" or "**property damage**"; or

(3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

1. With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:

a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "**written contract**" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

b. Under **Liability and Medical Expense Definitions**, the following definition is added:

"**Written contract**" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

(1) Is currently in effect or becomes effective during the term of this policy; and

(2) Was executed prior to:

(a) The "**bodily injury**" or "**property damage**;" or

(b) The offense that caused the "**personal and advertising injury**";

for which the additional insured seeks coverage.

2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

a. An individual, then his or her spouse is an insured;

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b. A partnership or joint venture, then its partners, members and their spouses are insureds;

c. A limited liability company, then its members and managers are insureds;

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or

e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

(1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs **a.** through **d.** above;

(2) "**Property damage**" to property owned, occupied or used by their employer or by any fellow employee; or

(3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "**Bodily injury**" is deleted and replaced by the following:

"**Bodily injury**" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such "**occurrence**," offense, claim or "**suit**" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "**executive officer**" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

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D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a)**, **(b)** and **(c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"**Property damage**" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

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

3. Property loaned to you;

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

5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in 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.

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 **1**, **3**, and **4**, of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises:

(1) rented to you:

(2) temporarily occupied by you with the permission of the owner, or

(3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs **3**, **4**, **5**, and **6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **6** of this exclusion does not apply to "**property damage**" included in the "**products-completed operations hazard**."

2. Under **B. Exclusions**, **1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o,** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

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3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "**property damage**" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

a. $1,000,000; or

b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "**personal and advertising injury**" is amended to add the following:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

(17) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision **(Personal and Advertising Injury – Discrimination or Humiliation)** does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

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SUMMLAW-01 TMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/1/2026

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

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

PRODUCER	CONTACT NAME:	
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 : Lloyd's of London	15792
INSURER B : Starstone Specialty Insurance Company	44776
INSURER C : QBE	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Summit Law Group, PLLC
315 5th Avenue S., Suite 1000
Seattle, WA 98104

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 5,000,000
	[X] CLAIMS-MADE [ ] OCCUR			SUAGP1657-2601	5/1/2026	5/1/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	[X] Lawyers Prof Liab						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[X] OTHER: $25,000 Deductible Each Claim							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						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 $							$
	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	$
B	Excess Prof Liab			LPL00442510P-01	5/1/2026	5/1/2027	Each Claim/Aggregate	5,000,000
C	Excess Prof Liab			100007229	5/1/2026	5/1/2027	Each Claim/Aggregate	5,000,000

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

Primary Professional Liability: Starstone Specialty Insurance Company - $5,000,000 Per Occurrence/ $5,000,000 Aggregate - $50,000 Deductible per claim
Excess Professional Liability: Indian Harbor Insurance Company - $5,000,000 Per Occurrence/ $5,000,000 Aggregate
Excess Professional Liability: QBE Insurance Company - $5,000,000 Per Occurrence/ $5,000,000 Aggregate

(Total Professional Liability Limit is: $15,000,000 Per Occurrence/$15,000,000 Aggregate - $50,000 Deductible per claim)

CERTIFICATE HOLDER

City of Spokane
c/o Sheila Hansen
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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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 10/27/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/11/2026

Date Rec'd	10/20/2026
Clerk's File #	OPR 2024-0835
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY ATTORNEY
Contact Name/Phone	MICHAEL 6237
Contact E-Mail	MPICCOLO@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	OUTSIDE COUNSEL CONTRACT AMENDMENT (BRYAN CAVE / CURRIE)

Agenda Wording

Outside Counsel Amendment with Bryan Cave Leighton Paisner, LLP, St. Louis, MO. for Legal Services in the matter of Currie v. City of Spokane. This amendment will increase the contract by $150,000 for a total of $400,000.

Summary (Background)

This is a lawsuit against the City alleging constitutional violations of the rights of unhoused individuals pursuant to several SMC sections. The SMC sections have been amended at this time, but the litigation continues.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

Amount		**Budget Account**
Expense	**$** 150,000.00	**#** 0020-88100-18900-54105
Select	**$**	**#**
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	PICCOLO, MIKE		
Division Director	CWRIGHT		
Accounting Manager	CWRIGHT		
Legal	FAIRBORN, KATHERINE		
For the Mayor	CWRIGHT		

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mdominguez@spokanecity.org	

City Clerk's No. OPR 2024-0835

City of Spokane

CONTRACT AMENDMENT
OUTSIDE COUNSEL

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), **BRYAN CAVE LEIGHTON PAISNER LLP.**, whose address is 211 North Broadway, Suite 3600, Saint Louis, Missouri 63102-2726, as ("Firm"), individually hereafter referenced as a "Party", and together referenced as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel providing legal services and advice to the City regarding the matter of **Currie, et. al., v. City of Spokane, et. al.,** Spokane County Superior Court Cause No. 24-2-03708-32, consistent with applicable laws and this Contract; and

WHEREAS, additional funds are required, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.
The Contract dated September 20, 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 on August 1, 2026.

4. COMPENSATION.
The City shall pay an additional amount not to exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **FOUR HUNDRED THOUSAND AND NO/100 DOLLARS ($400,000.00)**.

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

BRYAN CAVE LEIGHTON PAISNER LLP

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

26-286

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Apr 17, 2026

Limited Liability Partnership

Unified Business ID #: 605176443
Business ID #: 001
Location: 0001
Expires: Apr 30, 2027

BRYAN CAVE LEIGHTON PAISNER LLP
STE 3600
211 N BROADWAY
SAINT LOUIS MO 63102-2726

UNEMPLOYMENT INSURANCE - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

PARTNERS:

PHILIP WRIGHT

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

John Ryser
Director, Department of Revenue

FOLD HERE

STATE OF WASHINGTON

FOLD HERE

UBI: 605176443 001 0001

Expires: Apr 30, 2027

BRYAN CAVE LEIGHTON PAISNER LLP
STE 3600
211 N BROADWAY
SAINT LOUIS MO 63102-2726

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

John Ryser
Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit http://business.wa.gov/BLS or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

CERTIFICATE OF LIABILITY INSURANCE

5/1/2027

DATE (MM/DD/YYYY): 5/19/2026

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

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

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1450328 BRYAN CAVE LEIGHTON PAISNER LLP 211 N BROADWAY #3600 ONE METROPOLITAN SQUARE SAINT LOUIS MO 63102	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Great Northern Insurance Company — 20303 **INSURER B :** Federal Insurance Company — 20281 **INSURER C :** Chubb National Insurance Company — 10052 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 21809643 **REVISION NUMBER:** XXXXXXX

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 HOST LIQUOR LIAB. X $1M EBL GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	Y	N	3598-7725	5/1/2026	5/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ Included $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	N	N	7358-1424	5/1/2026	5/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	7989-1921	5/1/2026	5/1/2027	EACH OCCURRENCE AGGREGATE SIR	$ 25,000,000 $ 25,000,000 $ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	7175-5475	5/1/2026	5/1/2027	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)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

CITY OF SPOKANE IS AN ADDITIONAL INSURED ON GENERAL LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER

21809643
City of Spokane
808 W. Spokane Falls Blvd.
Spokane WA 99201-3326

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

Joseph M Agnello

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ALAS
Attorneys' Liability Assurance Society

December 29, 2025

Bryan Cave Leighton Paisner LLP
One Metropolitan Square
211 North Broadway
St. Louis, MO 63102-2750

To Whom It May Concern:

CONFIRMATION OF INSURANCE

We hereby confirm that Bryan Cave Leighton Paisner LLP has Professional Liability Coverage under Policy LPL-1963-2026 with limits of liability not less than $25,000,000 per claim and $25,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The Policy effective date is from January 1, 2026 to January 1, 2027.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD.,
A RISK RETENTION GROUP

By: Nancy Montroy Date: 12/29/2025
Nancy J. Montroy
Vice President – Director of Underwriting

10 South Riverside Plaza
Suite 1100
Chicago, IL 60606
312.697.6900 tel
312.697.6901 fax
alas.com

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 10/27/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/11/2026

Date Rec'd	9/15/2026		
Clerk's File #	OPR 2025-0129		
Cross Ref #			
Project #			
Submitting Dept	FACILITIES MANAGEMENT	**Bid #**	ITB #6316-25
Contact Name/Phone	DAVE STEELE 655-0567	**Requisition #**	
Contact E-Mail	DSTEELE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	FACILITIES WATER DEPARTMENT METER SHOP MAIN OFFICE RENOVATION		

Agenda Wording

Amendment for change orders 40 and 41 for T.W. Clark Construction, LLC (Spokane Valley, WA) for Phase 1 of the Water Department Meter Shop-Main Office Renovation from May 28, 2026 for a total cost of $11,895.00 plus tax.

Summary (Background)

The final change orders 40 and 41 for Phase 1 for the Water Department Meter Shop-Main Office renovation included removing excess soil from site and board off lower stair case to comply with ADA.

What impacts would the proposal have on historically excluded communities?

As a critical City service, the Water Department provides services to all areas of the City. 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?

This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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

Renovation at this facility will improve the usability of the space while providing necessary upgrades in meeting spaces that can be utilized for a wide variety of public and private interactions. Contract mangement best practices will be used 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 investment moves the Water Department ahead as a good steward of community resources reinvesting in a significant City asset. 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	**$** 11,895.00
Current Year Cost	**$** 11,895.00
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 12,977.45	**#** 4100-42490-94340-56501-11027
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Program Revenue

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

n/a

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	TEAL, JEFFREY	**PURCHASING**	PRINCE, THEA
Division Director	BOSTON, MATTHEW		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List

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jteal@spokanecity.org	laga@spokanecity.org
facilitiesdepartment@spokanecity.org	facilitiesaccounting@spokanecity.org

City Clerk's No. OPR 2025-0129

City of Spokane

CONTRACT AMENDMENT

Title: **SPOKANE WATER DEPARTMENT METER SHOP-MAIN OFFICE RENOVATION – PHASE 1**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE**, a Washington municipal corporation (the "City"), and **TW CLARK CONSTRUCTION, LLC,** whose address is 1117 North Evergreen Road, Unit 1, Spokane Valley, Washington 99216, (the "Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the Parties entered into a Contract wherein the Contractor agreed to perform Spokane Water Department Meter Shop-Main Office Renovation – Phase 1; and,

WHEREAS, additional funds are needed, thus, the Contract needs to be formally amended by this written document; and

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

1. CONTRACT DOCUMENTS.
The Contract, dated March 12, 2025 and March 13, 2025, and including any previous amendments, addendums, extensions, or renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on May 28, 2026, and shall run through October 31, 2026.

3. ADDITIONAL WORK.
The Scope of Work in the original Contract is expanded to include additional work set forth in Change Order Nos. 40 and 41, attached hereto.

4. **COMPENSATION.**
The City shall pay an additional amount not to exceed **ELEVEN THOUSAND EIGHT HUNDRED NINETY-FIVE AND NO/100 DOLLARS** (**$11,895.00**), plus applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

TW CLARK CONSTRUCTION, 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:
Change Order Nos. 40 and 41

26-246

EXHIBIT A
Change Order Nos. 40 and 41

CHANGE ORDER PROPOSAL

COP # **40**
FROM: **T.W. CLARK CONTRUCTION, LLC**
TWC # **2559**

TO: **Dave Steele**

RE: **City of Spokane Wastewater Building Office Expansion**
Spokane, WA
Integrus #22257.00

DATE: **5/28/2026**
CODE: **17-01**

DESCRIPTION:

Remove excess soils from site

ITEM	SUBCONTRACTOR/VENDOR	QUAN.	UNIT	UNIT LABOR	UNIT MATERIAL	UNIT SUB	TOTAL LABOR	TOTAL MATERIAL	TOTAL SUB	TOTAL
1	1/3 cost - 30k	1	ls	0.00	0.00	10,000.00	0.00	0.00	10,000.00	10,000.00
2				0.00	0.00	0.00	0.00	0.00	0.00	0.00
3				0.00	0.00	0.00	0.00	0.00	0.00	0.00
4				0.00	0.00	0.00	0.00	0.00	0.00	0.00
5				0.00	0.00	0.00	0.00	0.00	0.00	0.00
6				0.00	0.00	0.00	0.00	0.00	0.00	0.00
7				0.00	0.00	0.00	0.00	0.00	0.00	0.00
8				0.00	0.00	0.00	0.00	0.00	0.00	0.00
9							0.00	0.00	0.00	0.00
10	**Subtotal**						0.00	0.00	10,000.00	$ 10,000.00
11	**Supervision @ 15%**						0.00			$ -
12	**Small Tools @ 3%**						0.00			$ -
13	**Safety @ 2%**						0.00			$ -
14	**Subtotal**						0.00	0.00	10,000.00	$ 10,000.00
15	**G.C. Overhead & Profit on Self Performed Work < $50,000 @ 15%**									$ -
16	**G.C. Overhead & Profit on Self Perfromed Work > $50,000 @ 10%**									$ -
17	**G.C. Overhead & Profit on Subcontractor Work < $50,000 @ 8%**									$ 800.00
18	**G.C. Overhead & Profit on Subcontractor Work > $50,000 @ 6%**									$ -
19	**Subtotal**									$ 10,800.00
20	**Insurance & bond @ 2.5%**									$ 270.00
21	**TOTAL**									**$ 11,070.00**

REQUESTED ADDITIONAL TIME FOR COMPLETION OF THIS WORK: 0 Calendar days

This change order proposal only includes the direct cost and time of performing the changed work. It excludes any unkown cost or time for impacts, inefficiencies or delays and the rights to such are expressly reserved. Any additional contract Time or Sum impacts as a result of this change will be made known to the Owner no later than 60 days from issuance of the approved change order via a separate proposal for Owner approval, accounting for Time and Sum impacts specific to the Change in Work.

T.W. Clark does not provide professional design services, and nothing herein shall be construed as professional advice or design services. Owner is solely responsible for ensuring that the changes herein are reviewed and approved by a design professional and agrees that T.W. Clark shall have no liability whatsoever for claims arising out of or related to design and professional services.

Signature	Date	Owner's Directive
Architect _____		☐ Proceed with this change
		☐ Revise and Resubmit
Owner _____		☐ Do not proceed with this change

CHANGE ORDER PROPOSAL

COP # **41**
FROM: **T.W. CLARK CONTRUCTION, LLC**
TWC # **2559**

TO: **Dave Steele**

RE: **City of Spokane Wastewater Building Office Expansion**
Spokane, WA
Integrus #22257.00

DATE: **5/28/2026**
CODE: **17-01**

DESCRIPTION:

Board off lower stair case to comply with ADA.

ITEM	SUBCONTRACTOR/VENDOR	QUAN.	UNIT	UNIT LABOR	UNIT MATERIAL	UNIT SUB	TOTAL LABOR	TOTAL MATERIAL	TOTAL SUB	TOTAL
1	Labor	4	hr	125.00	0.00	0.00	500.00	0.00	0.00	500.00
2	Materials	1	ls	0.00	100.00	0.00	0.00	100.00	0.00	100.00
3				0.00	0.00	0.00	0.00	0.00	0.00	0.00
4				0.00	0.00	0.00	0.00	0.00	0.00	0.00
5				0.00	0.00	0.00	0.00	0.00	0.00	0.00
6				0.00	0.00	0.00	0.00	0.00	0.00	0.00
7				0.00	0.00	0.00	0.00	0.00	0.00	0.00
8				0.00	0.00	0.00	0.00	0.00	0.00	0.00
9							0.00	0.00	0.00	0.00
10	**Subtotal**						500.00	100.00	0.00	$ 600.00
11	**Supervision @ 15%**						75.00			$ 75.00
12	**Small Tools @ 3%**						15.00			$ 15.00
13	**Safety @ 2%**						10.00			$ 10.00
14	**Subtotal**						600.00	100.00	0.00	$ 700.00
15	**G.C. Overhead & Profit on Self Performed Work < $50,000 @ 15%**									$ 105.00
16	**G.C. Overhead & Profit on Self Perfromed Work > $50,000 @ 10%**									$ -
17	**G.C. Overhead & Profit on Subcontractor Work < $50,000 @ 8%**									$ -
18	**G.C. Overhead & Profit on Subcontractor Work > $50,000 @ 6%**									$ -
19	**Subtotal**									$ 805.00
20	**Insurance & bond @ 2.5%**									$ 20.13
21	**TOTAL**									**$ 825.00**

REQUESTED ADDITIONAL TIME FOR COMPLETION OF THIS WORK: 0 Calendar days

This change order proposal only includes the direct cost and time of performing the changed work. It excludes any unkown cost or time for impacts, inefficiencies or delays and the rights to such are expressly reserved. Any additional contract Time or Sum impacts as a result of this change will be made known to the Owner no later than 60 days from issuance of the approved change order via a separate proposal for Owner approval, accounting for Time and Sum impacts specific to the Change in Work.

T.W. Clark does not provide professional design services, and nothing herein shall be construed as professional advice or design services. Owner is solely responsible for ensuring that the changes herein are reviewed and approved by a design professional and agrees that T.W. Clark shall have no liability whatsoever for claims arising out of or related to design and professional services.

Signature	Date	Owner's Directive
Architect _____		☐ Proceed with this change
		☐ Revise and Resubmit
Owner _____		☐ Do not proceed with this change

License Information:

New search Back to results

Entity name: T.W. CLARK CONSTRUCTION, LLC

Business name: T.W. CLARK CONSTRUCTION, LLC

Entity type: Limited Liability Company

UBI #: 601-858-364

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1117 N EVERGREEN RD UNIT 1
SPOKANE VALLEY WA 99216-1138

Mailing address: 1117 N EVERGREEN RD STE 1
SPOKANE VALLEY WA 99216-1138

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 dat	First issuance
Kennewick General Business - Non-Resident				Active	Mar-31-2027	Apr-15-2025
Liberty Lake General Business - Non-Resident				Active	Mar-31-2027	Jun-09-2023
Spokane General Business - Non-Resident	T12030159BU			Active	Mar-31-2027	Oct-15-2012
Spokane Valley General Business	00303			Active	Mar-31-2027	Nov-03-2003
Wenatchee General Business - Non-Resident				Active	Mar-31-2027	May-20-2025

Endorsements held at this lo	License #	Count	Details	Status	Expiration dat	First issuance
Yakima General Business - Non-Resident				Active	Feb-28-2027	Feb-09-2026

Owners and officers on file with the Department of Revenue

Owners and officers	Title
HUETTL, JON	
SUNLEAF, STEVEN R	
WILLIAMSON, JAKE	

The Business Lookup information is updated nightly. Search date and time: 8/17/2026 10:22:40 AM

Contact us

How are we doing?
Take our survey!

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

TWCLARK-02 MRUDNEVA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/4/2026

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

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

PRODUCER
Alliant Insurance Services, Inc.
818 W Riverside Ave Ste 800
Spokane, WA 99201

CONTACT NAME: Drew Hoskins, CRIS, ACSR
PHONE (A/C, No, Ext): (509) 343-9224 FAX (A/C, No): (509) 325-1803
E-MAIL ADDRESS: drew.hoskins@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Navigators Specialty Insurance Company	36056
INSURER B : West American Insurance Company	44393
INSURER C : Aspen Specialty Insurance Company	10717
INSURER D : Allied World Assurance Company (U.S.) Inc	19489
INSURER E :	
INSURER F :	

INSURED
T.W. Clark Construction, LLC
1117 N Evergreen Rd #1
Spokane Valley, WA 99216

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	SF26CGL216050IC	6/30/2026	6/30/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BAW58660986	6/30/2026	6/30/2027	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR			CX00G5726	6/30/2026	6/30/2027	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		SF26CGL216050IC	6/30/2026	6/30/2027	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
D	Pollution Liability			03122985	6/30/2026	6/30/2027		2,000,000
D	Professional Liab			03122985	6/30/2026	6/30/2027		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: OPR: 2025-0129 – LCT Software LLC for Software Platform subscription to the DigEPlan Integrated Electronic Plan Review

The City, its officers and employees are listed as additional insured as per the contract.

Please reference attached forms.

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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Certificate Disclaimer

Alliant Insurance has recently updated their Certificate of Liability procedures to minimize unnecessary errors and to help clients and certificate holders understand the limitations and provisions outlined in their insurance policies. We will do so by adhering to the recommendations found in the recent Acord form manual and by staying compliant with state statute WAC 284-30-355 and (ORS)744.074(1)(e). Alliant aims to ensure clarity and accuracy in coverage interpretation while also protecting the interests of its clients and certificate holders.

While we can still add specific details such as job numbers, contract names, event dates, or specific locations on certificates, it's crucial to note that Alliant cannot bind our insurers to anything beyond what is specified in the endorsement. If the Additional Insured box is checked, individuals can refer to the Additional Insured endorsement attached to their certificate for detailed coverage information.

Ultimately, coverage is determined by the policy, its terms, and individual endorsements, and as established by the contract between the Named Insured and the Additional Insured. If there are any further inquiries or requests for clarification, please do not hesitate to reach out to us for further assistance.

Alliant Insurance Services, Inc.
818 W Riverside Ave Ste 800
Spokane, WA 99201

To Whom it May Concern:

Attached please find the requested certificate. To comply with green standards, Alliant will no longer be mailing out hard copies of certificates. Please provide Drew Hoskins Drew.Hoskins@alliant.com with an email address to send certificates to moving forward.

Thank you.

Alliant Insurance Services, Inc.
818 W Riverside Ave Ste 800
Spokane, WA 99201

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

A. Section II - Who Is An Insured

1.

a.

b.

2.

a.

b.

B. **Section III - Limits Of Insurance:**

1.

2.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations

Section II - Who Is An Insured

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SCHEDULE

Name Of Person Or Organization:

8. Transfer Of Rights Of Recovery Against Others To Us
Section IV - Conditions:

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 10/27/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/11/2026

Date Rec'd	10/9/2026		
Clerk's File #	OPR 2025-0828		
Cross Ref #			
Project #			
Submitting Dept	FACILITIES MANAGEMENT	**Bid #**	
Contact Name/Phone	DAVE STEELE 6064	**Requisition #**	MASTER
Contact E-Mail	DSTEELE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	FACILITIES LANDSCAPING AND SNOW REMOVAL SERVICES FOR MULTIPLE CITY		

Agenda Wording

Contract Amendment with American Sprinkler Repair and Landscaping LLC (Spokane Valley, WA) for specific maintenance at the Combined Communication Building located at 1620 N. Rebecca Street in September 2026 not to exceed $5500 plus tax and needed irrigation work at the Plaza for the period of 9/1/2026-11/30/2028 not to exceed $3000 in labor plus tax and $3000 in parts plus tax.

Summary (Background)

The Facilities Department is being to maintain the Combined Communication Building at 1620 N. Rebecca Street, Spokane, WA. This has been a Fire Department function but with the new SUN 911 Center being established, it was agreed upon that Facilities should do the management of the building. This includes the landscaping. There was ivy growing up around the CCB that needed to be removed. American Sprinkler Repair and Landscaping was able to get the work quoted and scheduled quickly since the regular company wasn't able to. The Plaza has not been blown out consistently in the fall causing major repairs in the spring, we are allocating additional funds to cover the blow out to ensure that it is completed so we don't have spend extra money and time on repairs in the spring.

What impacts would the proposal have on historically excluded communities?

Each of these sites is a public facing location and provide a variety of services related to multi-modal transporation, general public services, and legal services to the Spokane community and the Spokane area at large. These locations are critical public facing locations and require prompt and ongoing plowing, de-icing for safety and access as well as continual annual landscape maintenance.

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

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?

Each of these sites is a public facing location and provide a variety of services related to multi-modal transportation, general public services, and legal services to the Spokane community and the Spokane area at large. These locations are critical public facing locations and require landscaping maintenance. This contract supports general city policy and the comprehensive plan.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 11,500.00
Current Year Cost	$ 11,500.00
Subsequent Year(s) Cost	$ 6,000.00

Narrative

Amount		Budget Account
Expense	$ 5900-71300-18300-54802-81062	# 6000.00
Expense	$ 5900-71300-18300-54802-42520	# 5500.00
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	Recurring

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

Approvals		Additional Approvals	
Dept Head	TEAL, JEFFREY	PURCHASING	NECHANICKY, JASON
Division Director	BOSTON, MATTHEW		
Accounting Manager	DANIELS, DERREK		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List

	karcher@spokanecity.org

City Clerk's No. OPR 2025-0828

City of Spokane

MASTER CONTRACT AMENDMENT

Title: **LANDSCAPING AND SNOW REMOVAL SERVICES FOR MULTIPLE LOCATIONS**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **AMERICAN SPRINKLER REPAIR AND LANDSCAPE, LLC.**, whose address is 2109 South Balfour Boulevard, Spokane Valley, Washington 99206, 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 Landscaping and Snow Removal Services for Multiple City of Spokane Locations; and

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

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

1. CONTRACT DOCUMENTS.
The Contract, dated January 8, 2026, and January 9, 2026, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on September 30, 2026.

3. ADDITIONAL WORK.
The Scope of Work in the original Contract is revised to include the following:

Additional Work at the Plaza and CCB, requiring additional funds to be added to the Contract as follows:
$3,000.00 for additional hourly work
$3,000.00 for parts, plus tax
$5,500.00 for specialized work at CCB plus tax

4. COMPENSATION.
The City shall pay an additional amount not to exceed **ELEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS** (**$11,500.00**) plus tax if applicable, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this

Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

AMERICAN SPRINKLER REPAIR & LANDSCAPE, 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:

Amended Scope of Work document

26-277

License Information:

New search Back to results

Entity name: AMERICAN SPRINKLER REPAIR & LANDSCAPE LLC

Business name: AMERICAN SPRINKLER REPAIR & LANDSCAPE LLC

Entity type: Limited Liability Company

UBI #: 603-484-160

Business ID: 001

Location ID: 0001

Location: Active

Location address: 2109 S BALFOUR BLVD
SPOKANE VALLEY WA 99206-3314

Mailing address: 2109 S BALFOUR BLVD
SPOKANE VALLEY WA 99206-3314

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Minor Work Permit				Active	Feb-28-2026	Jul-08-2019
Spokane General Business - Non-Resident				Active	Feb-28-2026	Mar-13-2015
Spokane Valley General Business - Non-Resident				Active	Feb-28-2026	Mar-20-2015

Owners and officers on file with the Department of Revenue

Owners and officers	Title
MCGUIRE, COREY	

Registered Trade Names

Registered trade names	Status	First issued
AMERICAN SPRINKLER & LANDSCAPE LLC	Active	Jan-03-2024

The Business Lookup information is updated nightly. Search date and time: 11/3/2025 10:41:51 AM

Contact us

How are we doing?
Take our survey!

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

AMERSPR-01 MFLEMING

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/6/2026

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

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

PRODUCER Blasingame Insurance 200 North Argonne Spokane Valley, WA 99212	CONTACT NAME: Michelle Fleming PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: michelle@blasingameins.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : The Cincinnati Ins Co — 10677
INSURED American Sprinkler Repair & Landscape LLC 2109 S Balfour Blvd Spokane Valley, WA 99206	INSURER B : 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	EPP 0647342	3/11/2026	3/11/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			EPP 0647342	3/11/2026	3/11/2027	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						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						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		EPP 0647342	3/11/2026	3/11/2027	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)
The City of Spokane, its officers and employees are additional insured with respect to the contractors services to be provided under contract

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

michelle fleming

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

Coverage:	Begins on Page:
1. Employee Benefit Liability Coverage	2
2. Unintentional Failure To Disclose Hazards	8
3. Damage To Premises Rented To You	8
4. Supplementary Payments	10
5. Medical Payments	10
6. 180 Day Coverage For Newly Formed Or Acquired Organizations	10
7. Waiver Of Subrogation	10
8. Automatic Additional Insured - Specified Relationships:	10
(a) Managers Or Lessors Of Premises	
(b) Lessor Of Leased Equipment	
(c) Vendors	
(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises	
(e) Mortgagee, Assignee Or Receiver	
9. Property Damage To Borrowed Equipment	13
10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services	14
11. Broadened Notice Of Occurrence	14
12. Nonowned Aircraft	14
13. Bodily Injury Redefined	15
14. Expected Or Intended Injury Redefined	15
15. Former Employees As Insureds	15
16. Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage	15
17. Broadened Contractual Liability - Work Within 50' Of Railroad Property	17
18. Alienated Premises	17

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: $1,000,000
Aggregate Limit: $3,000,000
Deductible Amount: $ 1,000

3. Damage To Premises Rented To You

The lesser of:
a. The Each Occurrence Limit shown in the Declarations; or
b. $500,000 unless otherwise stated $ _____

4. Supplementary Payments

a. Bail Bonds: $2,500
b. Loss Of Earnings: $ 500

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5. Medical Payments

Medical Expense Limit: $10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: $10,000
Deductible Amount: $ 250

16. Voluntary Property Damage Coverage (Coverage D) and Care, Custody Or Control Liability Coverage

Limits Of Insurance
Voluntary Property Damage Coverage:
$1,000 Each Occurrence
$5,000 Aggregate
Care, Custody Or Control Liability Coverage:
$5,000 Each Occurrence unless otherwise stated $ _____

Deductible Amount (Each Occurrence)
Voluntary Property Damage Coverage: $250
Care, Custody Or Control Liability Coverage: $250 unless otherwise stated $ _____

COVERAGE	PREMIUM BASIS **(a)** Area **(b)** Payroll **(c)** Gross Sales **(d)** Units **(e)** Other	RATE (For Limits in Excess of $5,000)	ADVANCE PREMIUM (For Limits in Excess of $5,000)
Care, Custody Or Control Liability			**$**
		TOTAL ANNUAL PREMIUM	**$**

C. Coverages

1. Employee Benefit Liability Coverage

a. The following is added to **Section I - Coverages**:

EMPLOYEE BENEFIT LIABILITY COVERAGE

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in **C.** Coverages, **1.** Employee Benefit Liability Coverage, **c.** Limits Of Insurance of this endorsement; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

(b) This insurance applies to damages only if the act, error or omission is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

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2) Occurred prior to the "first effective date" of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any insured listed under **C.** Coverages, **1.** Employee Benefit Liability Coverage, **b.** Who Is An Insured, **(1)** of this endorsement or any "employee" authorized by you to give or receive notice of a claim or "suit":

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

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(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

1) Refusal to employ;

2) Termination of employment;

3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or

4) Consequential liability as a result of **1)**, **2)** or **3)** above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section **I** - Supplementary Payments - Coverages **A** and **B** also apply to this Coverage, however **1.b.** and **2.** of the Supplementary Payments provision do not apply.

b. Who Is An Insured

As respects Employee Benefit Liability Coverage, **Section II - Who Is An Insured** is replaced by the following:

(1) If you are designated in the Declarations as:

(a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

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(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects Employee Benefit Liability Coverage, **Section III - Limits Of Insurance** is replaced by the following:

(1) The Limits of Insurance shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought;

(c) Persons or organizations making claims or bringing "suits";

(d) Acts, errors or omissions; or

(e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in **(2)** above, the Each Employee Limit shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or

(b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The Deductible Amount shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

1) Our right and duty to defend the insured against any "suits" seeking those damages; and

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2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

(d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects Employee Benefit Liability Coverage, **Section IV - Commercial General Liability Conditions** is amended as follows:

(1) Item **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

2. Duties In The Event Of An Act, Error, Omission, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

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

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item **4.** Other Insurance is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Employee Benefit Liability Coverage, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance

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is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **b.** below.

b. Method Of Sharing

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

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

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Employee Benefit Liability Coverage.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, **Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

a. Handling payroll deductions; or

b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

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b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

18. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

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

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 6. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

a. The last paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in Section **III** - Limits Of Insurance.

b. The insurance provided under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, other than **i.** War and the Nuclear Energy Liability Exclusion (Broad Form), are deleted and the following are added:

This insurance does not apply to:

(a) "Property damage":

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(i) Assumed in any contract or agreement; or

(ii) Caused by or resulting from any of the following:

1) Wear and tear;

2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

3) Smog;

4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

5) Settling, cracking, shrinking or expansion;

6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(b) "Property damage" caused directly or indirectly by any of the following:

(i) Earthquake, volcanic eruption, landslide or any other earth movement;

(ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(iii) Water under the ground surface pressing on, or flowing or seeping through:

1) Foundations, walls, floors or paved surfaces;

2) Basements, whether paved or not; or

3) Doors, windows or other openings.

(c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

(i) You did your best to maintain heat in the building or structure; or

(ii) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) "Property damage" to:

(i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

(ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:

(1) Paragraph **6.** of Section **III** - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** - Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises:

a. While rented to you, or temporarily occupied by you with permission of the owner;

b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in Section **B.** Limits Of

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Insurance, **3.** Damage To Premises Rented To You of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B**:

a. Paragraph **1.b.** is replaced by the following:

Up to the limit shown in Section **B.** Limits Of Insurance, **4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B.** Limits Of Insurance, **4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as shown in the Declarations is amended to the limit shown in Section **B.** Limits Of Insurance, **5.** Medical Payments of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on be-

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half of such additional insured.

(b) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

2) Any express warranty unauthorized by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

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

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs **(c)(i)4)** or **6)** of this endorsement; or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

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(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

(1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

(2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

c. Section IV - Commercial General Liability Conditions is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(1) During the policy period; and

(2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

d. Section IV - Commercial General Liability Conditions is amended as follows:

Condition **4.** Other Insurance is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

a. The following is added to Exclusion **2.j.** Damage To Property under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B.**

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Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

(b) Section **IV** - Commercial General Liability Conditions, **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under Section **II** - Who Is An Insured does not apply to:

1) Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or

2) Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

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

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

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

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

This requirement applies only when the "occurrence" or offense is known to any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or offense.

12. Nonowned Aircraft

The following is added to Exclusion **2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

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b. The aircraft is rented with a trained, paid crew; and

c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 3. "Bodily injury" is replaced by the following:

3. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of Exclusion **2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured:**

2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

16. Voluntary Property Damage Coverage

a. **Section I - Coverages** is amended to include the following:

COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE

(1) Insuring Agreement

(a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

1) Damage is caused by you; or

2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under Voluntary Property Damage Coverage will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under Voluntary Property Damage Coverage shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

(b) This insurance applies to "property damage" only if:

1) The "property damage" takes place in the "coverage territory"; and

2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, except for **j.** Damage To Property, Paragraphs **(3)**, **(4)**, **(5)** and **(6)**, **k.** Damage To Your Product, and **l.** Damage To Your Work.

(3) Definitions

For purposes of Voluntary Property Damage Coverage only, the following definitions under **Section V - Definitions** are replaced by the following:

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13. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

17. "Property damage" means physical injury to tangible property. Electronic data is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

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

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by Care, Custody Or Control Liability Coverage in this endorsement only:

(1) Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, **j.** Damage To Property, Paragraphs **(3)**, **(4)** and **(5)** do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph **(2)** supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which Care, Custody Or Control Liability Coverage provides coverage shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage, **Section III - Limits Of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B.** Limits Of Insurance, **16.** Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) **(a)** Subject to **(3)** below, the Voluntary Property Damage Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Voluntary Property Damage Coverage;

(b) The Care, Custody Or Control Liability Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Care, Custody Or Control Liability Coverage;

because of all "property damage" arising out of any one "occurrence".

(3) The Voluntary Property Damage Coverage, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under Voluntary Property Damage Coverage. This limit applies separately to each "coverage term".

(4) Deductible Clause

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(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **16.** Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) Section **IV** - Commercial General Liability Conditions, **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 9. "Insured contract" is amended as follows:

a. Paragraph **c.** is replaced by the following:

c. Any easement or license agreement;

b. Paragraph **f.(1)** is deleted in its entirety.

18. Alienated Premises

Exclusion **2.j.** Damage To Property, Paragraph **(2)** under Section **I -** Coverage **A -** Bodily Injury And Property Damage Liability does not apply if the premises are "your work".

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 10/27/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/11/2026

Date Rec'd	10/21/2026
Clerk's File #	OPR 2026-0884
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	GRANTS MANAGEMENT
Contact Name/Phone	COLE WICKER X6822
Contact E-Mail	WWICKER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	BWILKERSON PDILLON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** NO
Agenda Item Name	ACCEPTANCE OF FY 2026 BJA BYRNE DISCRETIONARY COMMUNITY PROJECT

Agenda Wording

Acceptance of $1,250,000 award from the Department of Justice's 2026 BJA Byrne Discretionary Funding program to support the City's new SMART emergency response program.

Summary (Background)

This award will help fund the City's new SMART (Spokane Mobile Alternative Response Team Programs). This will include funding embedded 911 Clinicians within our PSAP department and new Behavioral Health Units for non-emergency response calls. Both of these new services will alleviate strain on our first responders and provide tailored care for those in need.

What impacts would the proposal have on historically excluded communities?

This funding allows the City of Spokane to expand its SMART (Spokane Mobile Alternative Response Teams) program and will divert individuals from arrest or hospital emergency rooms and create additional capacity for the Spokane Police Department and Spokane Fire Department. These civilian-led mobile response teams will respond to calls that do not involve a safety risk or medical emergency. This program will target behavioral health calls and offer more appropriate care and follow-up services. This position will serve some of Spokane's most vulnerable populations, those experiencing behavioral health crises.

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

Data collection will be in accordance with City and Department Policy. We will track the number of calls, time spent on response, estimated time saved on EMT resources, and 911 utilization during overdose scenarios. We do not anticipate disaggregating data as noted above.

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

Data collection will be in accordance with City and Department Policy. We will track the number of calls, time spent on response, estimated time saved on EMT resources, and 911 utilization during overdose scenarios. As we look towards evaluating program success, we hope to track time served, usable opioid data, and our time saved as major benchmarks for success. The City of Spokane will measure success by tracking individual diversions from arrest and emergency rooms as well as the amount of time a mobile alternative team saves traditional police and fire/EMS responses, and the number of repeat emergency contacts[CW1.1][YM1.2]. We

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

This program supports the new initiatives through the SUN. Expanded emergency response programs broadly benefits the City.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 1,250,000
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Includes: 2 sub-recipient contracts,1 for 911 Clinicians and 1 for Behavioral Health Units,($1,025,000);Supplies/Furniture for the new staff($124,630);Staff Training for new SMART protocols($27,000);Administration Costs($37,500);and Indirect Cost($35,870)

Amount		Budget Account
Revenue	$ 1,250,000	# 1330-95671-99999-33116-99999
Expense	$ 1,025,000	# 1330-95671-14230-54201-99999
Expense	$ 24,630	# 1330-95671-14230-53101-99999
Expense	$ 100,000	# 1330-95671-14230-53505-99999
Expense	$ 35,870	# 1330-95671-14230-54992-99999
Expense	$ 46,739	# 1330-95671-14230-51991-99999

Funding Source	One-Time
Funding Source Type	Grant

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

Expense Occurrence	One-Time

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

Additional Budget Code: Expense – $17,761- 1330-95671-14230-52991-99999

Approvals		Additional Approvals	
Dept Head	STRATTON, JESSICA	**ACCOUNTING -**	BROWN, SKYLER
Division Director	STRATTON, JESSICA		
Accounting Manager	DUFFEY, ANDREW		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
grants@spokanecity.org	sbrown@spokanecity.org

Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	SPOKANE, CITY OF 808 W SPOKANE FALLS BLVD
City, State and Zip:	SPOKANE, WA 99201
Recipient UEI:	PDNCLY8MYJN3

Project Title: Spokane Mobile Alternative Response Teams	**Award Number:** 15PBJA-26-GG-01135-BRND

Solicitation Title: BJA FY 2026 Invited to Apply -Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program

Federal Award Amount: $1,250,000.00	**Federal Award Date:** 9/30/26

Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Award Type:	Initial
Funding Instrument Type:	Grant

Opportunity Category: E
Assistance Listing:
16.753 - Congressionally Recommended Awards

Project Period Start Date: 10/1/26	**Project Period End Date:** 9/30/27
Budget Period Start Date: 10/1/26	**Budget Period End Date**: 9/30/27

Project Description:

Spokane Mobile Alternative Response Teams ("SMART") Program
Spokane Mobile Alternative Response Teams (“SMART”), championed by the Spokane Police Department and Spokane Fire Department, partner with mental health clinicians in Spokane, WA to stabilize and provide intervention to people suffering from a behavioral health crisis. Trained co-deployed teams will divert individuals from arrest or hospital emergency rooms while connecting them with a broad range of services provided by community-based partners SMART teams take more time with calls than traditional police/EMS calls for service (an average of 40 minutes). During these responses, these teams develop familiarity with high-utilizers (medical system and criminal justice system) and develop strategies for serving the individual beyond the current crisis with the goal of reducing overall calls for service. The City of Spokane is requesting $1,250,000 in federal funding to bridge to long-term sustainable funding through a local public safety levy to expand our SMART program. We anticipate contracting with a local healthcare organization and hiring nine staff members to serve the project. Five as SMART Clinicians and Four as 911 Clinicians. After hiring and onboarding these staff, we will record impact through time and calls received, estimated reduction in EMS responses, and long-term sustained service use after engaging with SMART staff.

Award Letter

September 30, 2026

Dear Lisa Brown,

On behalf of the Attorney General, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by SPOKANE, CITY OF for an award under the funding opportunity entitled 2026 BJA FY 2026 Invited to Apply -Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program. The approved award amount is $1,250,000.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven’t already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen A. Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether

DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

All BJA awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. 4321 et seq.) and other related federal laws (including the National Historic Preservation Act), if applicable. Award recipients (and subrecipients, as applicable) must support BJA's compliance with NEPA by providing details about their project, its location, and any resources that might be affected. BJA complies with NEPA (and other related federal laws) for an award-funded activity by evaluating the environmental impacts of the activity in one of three levels of analysis: a Categorical Exclusion (CATEX), an Environmental Assessment (EA), or an Environmental Impact Statement (EIS). See

https://bja.ojp.gov/funding/nepa-guidance for additional information regarding NEPA implementation.

Carefully review the conditions on this award for information about any requirements specific to NEPA compliance for this award.

After completion of any required environmental analysis, throughout the term of this award the recipient must inform BJA of (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient may not implement a proposed change or new activity until BJA, with the assistance of the recipient, has determined whether the proposed change or new activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an approved environmental impact review process.

Questions about NEPA compliance may be directed to your grant manager.

NEPA Coordinator

First Name	Middle Name	Last Name
Chris	no value	Casto

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

UEI
PDNCLY8MYJN3

Street 1
808 W SPOKANE FALLS BLVD

Street 2

City
SPOKANE

State/U.S. Territory
Washington

Zip/Postal Code
99201

Country
United States

County/Parish

Province

Award Details

Federal Award Date
9/30/26

Award Type
Initial

Award Number
15PBJA-26-GG-01135-BRND

Supplement Number
00

Federal Award Amount
$1,250,000.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.753	Congressionally Recommended Awards

Statutory Authority

Department of Justice Appropriations Act, 2026 (Pub. L. No. 119-74, 140 Stat. 5, 30- 31, para. 1(O))

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2026 BJA FY 2026 Invited to Apply -Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program

Awarding Agency
OJP

Program Office
BJA

Application Number
GRANT14721116

Grant Manager Name	Phone Number	E-mail Address
Latanza Wilson	202-598-9686	Latanza.Wilson@usdoj.gov

Project Title
Spokane Mobile Alternative Response Teams

Performance Period Start Date	Performance Period End Date
10/01/2026	09/30/2027

Budget Period Start Date	Budget Period End Date
10/01/2026	09/30/2027

Project Description

Spokane Mobile Alternative Response Teams ("SMART") Program
Spokane Mobile Alternative Response Teams (“SMART”), championed by the Spokane Police Department and Spokane Fire Department, partner with mental health clinicians in Spokane, WA to stabilize and provide intervention to people suffering from a behavioral health crisis. Trained co-deployed teams will divert individuals from arrest or hospital emergency rooms while connecting them with a broad range of services provided by community-based partners SMART teams take more time with calls than traditional police/EMS calls for service (an average of 40 minutes). During these responses, these teams develop familiarity with high-utilizers (medical system and criminal justice system) and develop strategies for serving the individual beyond the current crisis with the goal of reducing overall calls for service. The City of Spokane is requesting $1,250,000 in federal funding to bridge to long-term sustainable funding through a local public safety levy to expand our SMART program. We anticipate contracting with a local healthcare organization and hiring nine staff members to serve the project. Five as SMART Clinicians and Four as 911 Clinicians. After hiring and onboarding these staff, we will record impact through time and calls received, estimated reduction in EMS responses, and long-term sustained service use after engaging with SMART staff.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1
Compliance with general appropriations-law restrictions on the use of federal funds (FY 2025)
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY25AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 2
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department of Justice to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment to the U.S. Constitution and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice or in outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates in a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, see “Nondiscrimination provisions and the Religious Freedom Restoration Act,” accessible at https://www.ojp.gov/funding/explore/legaloverview2025/civilrightsrequirements.

Condition 3
Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 4
All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for

authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP website at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 5
Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold, as set forth in the Federal Acquisition Regulations (FAR). See the definition of simplified acquisition threshold in the FAR at 48 CFR part 2, subpart 2.1. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed Simplified Acquisition Threshold)), and are incorporated by reference here.

Condition 6
Federal Civil Rights and Nondiscrimination Laws (certification)

The recipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

Condition 7
Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that a legal notice regarding award requirements is necessary or that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such notice or exception regarding enforcement, including any such notice or exception made during the period of performance, is (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 8
Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 9
Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), including, without limitation, the provisions regarding termination in 2 C.F.R. 200.340, apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 10
Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Fraud Detection Office, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

Condition 11
Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 12
Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 13
Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 14
Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 15
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f), which contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 16
Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm

(Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 17
Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 18
Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 19
Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 20
Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 21
Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 22
OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

Condition 23
Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 24
Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2022, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period

of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2022, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 25
Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 26
Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 27
Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 28
Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 29
Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 31
The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 32
Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient’s Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/training-entity-management.

Condition 33
FFATA reporting: Subawards and executive compensation
The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated

executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are set forth in 2 C.F.R. part 170, Appendix A (“Award Term”) and are incorporated by reference here.
This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
Note: In early March 2025, the reporting system that had been used for subaward reporting, the FFATA (Federal Funding Accountability and Transparency Act) Subaward Reporting System (FSRS) was retired and functionality moved to SAM.gov. For more information, including steps on how to connect your FSRS account to SAM.gov, visit https://sam.gov/fsrs.

Condition 34
The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 35
Any publication (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) funded in whole or in part under this award, (with the exception of press releases, websites, and mobile applications), shall contain the following statement: “This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

Any website or mobile application that is funded in whole or in part under this award must include the following statement where most practicable: "This website [or application] was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this website [or application] (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible. The statement may also be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Upon specific request by BJA, the recipient must submit to BJA for review and approval (or, for recipients or subrecipients that are institutions of higher education, review and comment) any publication or product developed under this award at least 30 working days prior to the targeted dissemination date.

The current edition of the DOJ Grants Financial Guide provides additional guidance on allowable printing and publication activities.

Condition 36
Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23 for any applicable project.

Condition 37
The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 38
Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 39
Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 40
Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://bja.ojp.gov/program/it/gsp-grant-condition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 41
Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to determine if any of the following activities will be funded by the grant prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA, and follow instructions regarding NEPA compliance.

The activities covered by this condition are:

a. New construction;
b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments;
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories; and
f. Any extraordinary or unusual project with potential to have a significant environmental impact.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA.

Condition 42
The recipient shall ensure that each DNA analysis conducted under this award will be performed either (1) by

accredited government-owned laboratories, or (2) through an accredited fee-for-service vendor. The accreditation must be by an accrediting body that is a signatory to an internationally recognized arrangement and that offers accreditation to forensic science conformity assessment bodies using an accreditation standard that is recognized by that internationally recognized arrangement. Any laboratory conducting STR, Y-STR, or mitochondrial DNA testing undergo external audits not less than once every 2 years that demonstrate compliance with the DNA Quality Assurance Standards established by the Director of the Federal Bureau of Investigation.

If award funds are used for DNA testing of evidentiary materials, recipients shall ensure that any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS, and, where applicable, uploaded to the National DNA Index System (NDIS). Award funds may be used for forensic genetic genealogy in accordance with United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and program requirements. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

The recipient shall ensure that each DNA analysis conducted and each DNA profile generated under this award, and each stored DNA sample that results from this award, are maintained in accordance with any applicable federal privacy requirements and restrictions on disclosure.

Condition 43
Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (https://www.justice.gov/olp/page/file/1204386/download), and must collect and report the metrics identified in Section IX of that document to BJA.

Condition 44
Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor. In addition, if the recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Condition 45
Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

Condition 46
As of the first day of the period of performance for the award, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum, all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)).

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award

acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 47
No funds may be used for UAS except with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit to BJA a written certification that, among other things, certifies that only UAS verified by the Defense Contract Monitoring Agency's "Blue UAS Cleared List" or any successor list (available at https://bluelist.appsplatformportals.us/) as not manufactured by a "covered foreign entity" may be purchased or operated under the federal award and, further, that no modifications or additional accessories may be introduced to the UAS funded by the award. The purchased UAS may not be used to process, store, or transmit Federal information. The recipient (or subrecipient) also must assure BJA that it has sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to the operation of the UAS. Finally, the recipient (or subrecipient) may be required to provide additional documentation to verify purchase and the related policies for the UAS. Funds proposed for the purchase of UAS may be withheld, pending confirmation of compliance with the terms of this award. Additional information and the required certification form may be found here: https://bja.ojp.gov/funding/uas.

Condition 48
No funds may be used for C-UAS except with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit to BJA a written certification that, among other things, certifies that any C-UAS purchased with award funds will only be procured and used in compliance with all applicable federal, state, and local laws and regulations, including criminal, surveillance, aviation, and communications laws. Any C-UAS purchased with award funds will be included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section. The certification also requires that the award recipient consult qualified legal counsel to review the proposed purchase and operation of C-UAS, and that the recipient will complete required trainings and obtain all required approvals, certifications, licenses, and authorizations prior to deployment, and will coordinate with relevant authorities as required. The recipient (or subrecipient) also must assure BJA that it has sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to the operation of the C-UAS. Finally, the recipient (or subrecipient) may be required to provide additional documentation to verify purchase and the related policies for the C-UAS. Funds proposed for the purchase of C-UAS may be withheld, pending confirmation of compliance with the terms of this award. Additional information and the required certification form may be found here: https://bja.ojp.gov/funding/uas.

Condition 49
Limit on use of grant funds for recipients' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

Condition 50
Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil,

criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP website at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

Condition 51
The recipient's budget (and budget narrative) is pending clearance by OJP.

Prior to budget clearance (and unless there is a more restrictive condition on this award, in which case the terms of that more restrictive condition apply): The recipient may not drawdown more than 10% of the award. Pre-clearance obligations, expenditures, and drawdowns may be disallowed if not in compliance with program requirements.

The recipient should be judicious in using award funds prior to budget clearance. Generally, OJP expects that recipients (depending on the specific project scope) may need to advertise for award-funded positions, pay personnel and fringe benefits for positions budgeted under the award, plan for project activities, attend training and pay training-related travel needed to begin the project, and engage in other limited activities conducted by recipient staff (i.e., generally not requiring a subaward or procurement contract under an award).

OJP will issue an Award Condition Modification upon budget clearance.

Condition 52
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: information-communication restrictions
SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).
1. Throughout the entire award period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict—
(1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to or from DHS; or
(2) a government entity or agency from sending, requesting or receiving, or exchanging information regarding immigration status to, from, or with DHS, or from maintaining such information.
Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.
2. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the entire award period of performance, no State or local government entity, agency, or official may implement an “information-communication restriction.”
3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.
4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State or local government incurs to implement this condition.
5. Rules of Construction.
A. For purposes of this condition:
(1) "State" and "local government" include any agency or other entity thereof, but not any public institution of higher education or Indian tribe.
(2) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
(3) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.
(4) “DHS” means the U.S. Department of Homeland Security.
B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.
C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.

Condition 53
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).
1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield.
Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no State or local government entity, agency, or official (including a government-contracted correctional facility) may use funds under this award to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12—without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).
2. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield within the funded “program or activity.”
With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consistent with federal law as cited in para. 1 of this condition, no State or local government entity, agency, or official (including a government-contracted correctional facility) within the funded program or activity may make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12—without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).
3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.
5. Rules of construction.
A. For purposes of this condition—
(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));
(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, agency, or official, through any means, including, without limitation—
(a) through any database,
(b) in connection with any law enforcement partnership or task-force,
(c) in connection with any request for law enforcement assistance or -cooperation, or
(d) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;
(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and
(4) the term "public disclosure" means any communication or release other than one—
(a) within the recipient, or
(b) to any subrecipient (at any tier) that is a government entity.
B. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.
C. The "Rules of Construction" set out in the "Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen A. Henneberg	9/29/26 10:43 PM

Authorized Representative

☐ Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official
no value

Signed Date And Time
no value

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 10/27/2026

Committee Agenda type: Discussion

Council Meeting Date: 11/11/2026

Date Rec'd	10/21/2026		
Clerk's File #	ORD C36971		
Cross Ref #			
Project #			
Submitting Dept	GRANTS MANAGEMENT	**Bid #**	
Contact Name/Phone	COLE WICKER X6822	**Requisition #**	
Contact E-Mail	WWICKER@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	SPECIAL BUDGET ORDINANCE - BJA DISCRETIONARY FUND GRANT		

Agenda Wording

Approval of Special Budget Ordinance for the 2026 BJA Discretionary Fund Grant.

Summary (Background)

This is a Bureau of Justice Assistance (BJA) Discretionary Fund Grant for the new SMART (Spokane Mobile Alternative Response Teams). It is a non-recurring grant and our period of performance is from October 2026-September 2027. Due to the timeliness and limitation of the funds we are unable to wait until the biennium budget adjustment. The budget will include: two sub-recipient contracts, one for our 911 Clinicians and one for our Behavioral Health Units, ($1,025,000); Supplies and Furniture for the new staff ($124,630); Staff Training for new SMART protocols ($27,000); Administration Costs ($37,500); and Indirect Costs ($35,870).

What impacts would the proposal have on historically excluded communities?

This funding allows the City of Spokane to expand its SMART (Spokane Mobile Alternative Response Teams) program and will divert individuals from arrest or hospital emergency rooms and create additional capacity for the Spokane Police Department and Spokane Fire Department. These civilian-led mobile response teams will respond to calls that do not involve a safety risk or medical emergency. This program will target behavioral health calls and offer more appropriate care and follow-up services. This position will serve some of Spokane's most vulnerable populations, those experiencing behavioral health crises.

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

Data collection will be in accordance with City and Department Policy. We will track the number of calls, time spent on response, estimated time saved on EMT resources, and 911 utilization during overdose scenarios. We do not anticipate disaggregating data as noted above.

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

Data collection will be in accordance with City and Department Policy. We will track the number of calls, time spent on response, estimated time saved on EMT resources, and 911 utilization during overdose scenarios. As we look towards evaluating program success, we hope to track time served, usable opioid data, and our time saved as major benchmarks for success. The City of Spokane will measure success by tracking individual diversions from arrest and emergency rooms as well as the amount of time a mobile alternative team saves traditional police and fire/EMS responses, and the number of repeat emergency contacts[CW1.1][YM1.2]. We

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

This program supports the new initiatives through the SUN. Expanded emergency response programs broadly benefits the City.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ $1,250,000
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

See Summary Section

Amount		Budget Account
Revenue	$ 1,250,000	# 1330-95671-99999-33116-99999
Expense	$ 1,025,000	# 1330-95671-14230-54201-99999
Expense	$ 24,630	# 1330-95671-14230-53101-99999
Expense	$ 100,000	# 1330-95671-14230-53505-99999
Expense	$ 35,870	# 1330-95671-14230-54992-99999
Expense	$ $46,739	# 1330-95671-14230-51991-99999

Funding Source	One-Time
Funding Source Type	Grant

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

Expense Occurrence	One-Time

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

Additional Budget Code: Expense – $17,761- 1330-95671-14230-52991-99999

Approvals		Additional Approvals	
Dept Head	STRATTON, JESSICA	MANAGEMENT &	STRATTON, JESSICA
Division Director	STRATTON, JESSICA	ACCOUNTING -	BROWN, SKYLER
Accounting Manager	DUFFEY, ANDREW		
Legal	DUGGAN, ANDI		
For the Mayor	PICCOLO, MIKE		

Distribution List	
grants@spokanecity.org	sbrown@spokanecity.org

ORDINANCE NO. C36971

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ACCEPT A BUREAU OF JUSTICE ASSISTANCE DISCRETIONARY FUND GRANT TO EXPAND THE SPOKANE MOBILE ALTERNATIVE RESPONSE (SMART) PROGRAM WITH A NEW EMERGENCY RESPONSE TEAM, AND DECLARING AN EMERGENCY.

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

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

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

Section 1. That in the budget of the Miscellaneous Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $1,250,000.
A) Of the increased revenue, $1,250,000 is provided solely by a grant from the United States Department of Justice, Bureau of Justice Assistance.

2) Increase appropriation by $1,250,000.
A) Of the increased appropriation, $1,025,000 is provided solely for contractual services.
B) Of the increased appropriation, $24,630 is provided solely for office supplies.
C) Of the increased appropriation, $100,000 is provided solely for office furniture (non-capital).
D) Of the increased appropriation, $35,870 is provided solely for other indirect costs.
E) Of the increased appropriation, $64,500 is provided solely for wages and benefits.

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 a non-recurring Bureau of Justice Assistance Discretionary Fund Grant to expand the Spokane Mobile Alternative Response (SMART) program with a new emergency response team, which has a limited period of performance, 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

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 10/27/2026

Committee Agenda type: Discussion

Council Meeting Date: 11/11/2026

Date Rec'd	10/14/2026		
Clerk's File #	ORD C36972		
Cross Ref #			
Project #			
Submitting Dept	HUMAN RESOURCES	**Bid #**	
Contact Name/Phone	ALLISON ADAM X6383	**Requisition #**	
Contact E-Mail	AADAM@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SPECIAL BUDGET ORDINANCE – HR RANGE CHANGE – OCTOBER 2026		

Agenda Wording

Amending ordinance no. C36794, entitled in part, "an ordinance adopting a mid-biennial modification budget for the City of Spokane", and amending it to adjust pay ranges to align with salary analysis, and declaring an emergency.

Summary (Background)

The City's Human Resources department conducted an internal and external salary analysis of the attached job classifications due to a change in duties and job responsibilities. The individual job classifications affected by the salary analysis are listed in the attached ordinance. Upon approval, these range changes will be put into effect in the HR system and incumbents' pay will be adjusted.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	NO
Total Cost	$ For SPNs with former ranges, Citywide: $0 and General Fund: $0. However,
Current Year Cost	$ For SPNs with former ranges, Citywide: $0 and General Fund: $0. However,
Subsequent Year(s) Cost	$ The cost in subsequent years will be the total cost ranges above multiplied by

Narrative

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

Funding Source	Recurring
Funding Source Type	Reserves

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

No, additional revenues or a reduction of expenses will need to occur to accommodate this in future years.

Expense Occurrence	Recurring

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

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

Approvals		**Additional Approvals**	
Dept Head	ADAM, ALLISON	**MANAGEMENT &**	MILLER, JACOB
Division Director	ADAM, ALLISON		
Accounting Manager	DANIELS, DERREK		
Legal	DUGGAN, ANDI		
For the Mayor	PICCOLO, MIKE		

Distribution List	
aadam@spokanecity.org	ddecorde@spokanecity.org
budget@spokanecity.org	scrist@spokanecity.org

ORDINANCE NO. C36972

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

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

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

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

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

1) Change the grade and associated pay range for the classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
L270	265	Emergency Communications Dispatcher I	---	A05-30	---	$49,047 - $77,005

2) Change the grade and associated pay range for the classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
L270	265-L	Emergency Communications Dispatcher Lateral	---	A05-40	---	$58,819 - $96,904

3) Change the grade and associated pay range for the classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
L270	266	Emergency Communications Dispatcher II	---	A05-46	---	$64,457 - $106,154

4) Change the grade and associated pay range for the classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
L270	267	Emergency Communications Supervisor	---	A05-53	---	$71,138 - $116,865

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

Passed by the City Council on _____

_____
Council President

Attest:

Approved as to form:

_____
City Clerk

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 10/27/2026

Committee Agenda type: Discussion

Council Meeting Date: 11/11/2026

Date Rec'd	10/19/2026		
Clerk's File #	ORD C36973		
Cross Ref #			
Project #			
Submitting Dept	SPOKANE UNITED 911 NETWORK	**Bid #**	
Contact Name/Phone	STEPHEN X6990	**Requisition #**	
Contact E-Mail	SCWILLIAMS@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SPECIAL BUDGET ORDINANCE – PSAP IT ANALYST AND DISPATCHERS		

Agenda Wording

Amending Ordinance No. C36794, entitled in part, "An Ordinance Adopting a Mid-Biennial Modification Budget for the City of Spokane", and amending it to authorize additional positions for the Spokane United 911 Network, and declaring an emergency.

Summary (Background)

As the City continues implementation of the Spokane United 911 Network, it is necessary to bolster the technical team, responsible for ensuring functional technology and equipment. Additionally, we also need dedicated Dispatcher positions to prepare to take over as the primary Public Safety Answering Point (PSAP) in April 2027. Funding for these positions is already appropriated; therefore, no additional expenditure is being authorized with this ordinance. We are simply authorizing the positions with this SBO. Dispatchers and their supervisors aren't expected to be hired until late December.

What impacts would the proposal have on historically excluded communities?

Providing a Public Safety Answering Point (PSAP) for emergencies is a basic necessity for all members of the community. This proposal will ensure we can take calls from these communities and provide them with the same emergency response as everyone else.

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

Data may be collected as part of general PSAP operations, but there will not be data collection pertaining to these three positions and the debt payment.

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

It is a basic service that we're providing to the City, so it's certainly the right solution. Once the department is operating we'll continue to assess if we need to make adjustments to operational staff.

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 SBO supports a program that is a basic service that must be provided to the citizens. It aligns with the goals of SH 6 (Safety) which appears in Chapter 10 (Social Health) of the Comprehensive Plan.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 0
Current Year Cost	$ 0
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Expense	$ 1.0 FTE (STAT 002/003 = 100)	# 1510-37400-28200-02940-99999
Expense	$ 13.0 FTE (STAT 002/003 = 1300)	# 1510-37400-28200-02650-99999
Expense	$ 4.0 FTE (STAT 002/003 = 400)	# 1510-37400-28200-02670-99999
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes, Emergency Communications Sales Taxes and 911 Excise Taxes will support these positions going forward.

Expense Occurrence	Recurring

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

This SBO authorizes the addition of 18 Full-Time Equivalents (FTE).

Approvals		Additional Approvals	
Dept Head	WILLIAMS, STEPHEN C.	MANAGEMENT &	MILLER, JACOB
Division Director	WILLIAMS, STEPHEN C.		
Accounting Manager	DANIELS, DERREK		
Legal	DUGGAN, ANDI		
For the Mayor	PICCOLO, MIKE		

Distribution List

ORDINANCE NO. C36973

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO AUTHORIZE ADDITIONAL POSITIONS FOR THE SPOKANE UNITED 911 NETWORK, AND DECLARING AN EMERGENCY.

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

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

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

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

1) Add one (1) classified Information Technology Analyst position (from 0 to 1).
2) Add thirteen (13) classified Emergency Communications Dispatcher I positions (from 0 to 13).
3) Add four (4) classified Emergency Communications Supervisor positions (from 0 to 4).

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to add an Information Technology Analyst, Dispatcher positions, and dispatch supervisor positions to support implementation of the Spokane United 911 Network, 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

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/13/2026

Committee Agenda type: Discussion

Council Meeting Date: 11/11/2026

Date Rec'd	10/8/2026		
Clerk's File #	RES 2026-0076		
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	ERIK POULSEN 625-6721	**Requisition #**	
Contact E-Mail	EPOULSEN@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	PDILLON KKLITZKE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	RESOLUTION ADOPTING STATE LEGISLATIVE AGENDA		

Agenda Wording

A Resolution adopting the City of Spokane's legislative agenda for the 2027 state legislative session.

Summary (Background)

Pursuant to SMC 02.03.030, the City Council establishes the legislative priorities for the City of Spokane after consultation with the Mayor and other interested parties. Attached is the proposed resolution to adopt the legislative priorities for the 2027 session of the Washington Legislature, which includes an Exhibit "A" setting forth highest priorities and other issues of significant interest to the city.

What impacts would the proposal have on historically excluded communities?

The legislative priorities of the City typically reflect a variety of policy and budget priorities of the City, and thus do not lend themselves to categorization by equity impact. Nonetheless, it is expected the City's stated priorities regarding state funding for a variety of social service programs and housing, and extension of Domestic Partnership eligibility, will benefit historically marginalized 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?

Not applicable

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

Success of legislative efforts is generally measured by which measures and budget requests of the City are adopted by the Washington Legislature as well as the City's impact on legislative measures the City opposes.

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

The City Council adopts legislative priorities pursuant to SMC 02.02.030 after consultation with the Mayor and interested parties. This list of legislative priorities has been developed by the City’s Legislative Team with assistance from key members of the Administration, contract lobbyists, and other interested parties.

Council Subcommittee Review

The City Council adopts legislative priorities pursuant to SMC 02.02.030 after consultation with the Mayor and interested parties. This list of legislative priorities has been developed by the City’s Legislative Team with assistance from key members of the Administration, contract lobbyists, and other interested parties.

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			
Division Director			
Accounting Manager	DANIELS, DERREK		
Legal	DUGGAN, ANDI		
For the Mayor			

Distribution List	
epoulsen@spokanecity.org	pdillon@spokanecity.org
sdixit@spokanecity.org	KKlitzke@spokanecity.org

RES 2027-0076 (SPONSOR SUBSTITUTION)

PURPOSE OF SUBSTITUTION: This substitution incorporates requirements from the Spokane Regional Transportation Council (SRTC) to include the City's transportation project priorities in its state legislative agenda.

RESOLUTION NO. 2026-0076

A Resolution adopting the City of Spokane's legislative agenda for the coming 2027 state legislative session and setting forth transportation priorities.

WHEREAS, Spokane Municipal Code section 02.03.030 provides that "[a]ny legislative agenda to be advocated for by the City of Spokane at the state or federal level shall be adopted, and may be amended by resolution of the City Council, after consultation with the Mayor, as the official legislative agenda of the City of Spokane"; and

WHEREAS, the City Council historically has identified a list of multiple legislative goals for the coming session of the Washington Legislature as well as congressional goals, and among those goals categorizes its highest priorities; and

WHEREAS, the City Council has consulted with its contract lobbyists, state legislators, administration staff and interested stakeholders to develop the legislative agenda in the form the attached as Exhibit "A," which identifies highest priority issues for the City of Spokane and other issues of significant interest to the City during the coming state legislative session(s); and

WHEREAS, the Spokane Regional Transportation Council (SRTC) annually develops a Unified List of Transportation Priorities for purposes of identifying regional transportation projects of significance to communicate agencies' current regionally important transportation priorities to state legislators and congressional members for potential funding opportunities; and

WHEREAS, as part of the development of the Unified List of Transportation Priorities, the SRTC requires a formal statement from the City of Spokane identifying its transportation priorities; and

WHEREAS, by this resolution the City of Spokane also intends to set forth its transportation priorities;

WHEREAS, the attached exhibits shall guide the City of Spokane's efforts at the state level for the 2027 regular legislative session and any special session(s) that may be held;

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council hereby adopts its City of Spokane 2027 State Legislative Agenda, as specified in Exhibit A to this Resolution; and

BE IT FURTHER RESOLVED that the Spokane City Council hereby adopts the City's transportation project priorities set forth in Exhibit B to this Resolution for inclusion in the Spokane Regional Transportation Council (SRTC) annual Unified List of Transportation Priorities.

ADOPTED by the City Council this _____day of _____, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Resolution 2026-0076 / Exhibit A

City of Spokane
2027 State Legislative Agenda

PRIORITIES

Spokane Fire Complex Recovery

Rebuilding costs for the Spokane Complex fires are expected to exceed $1 billion, making it the most expensive wildfire damage in Washington state history. Many residents displaced by the fires are uninsured or underinsured and need significant state assistance with rebuilding and restoring their homes.

The City of Spokane awaits a decision from the Trump Administration on the Governor's request for a major disaster declaration necessary to fund debris removal, infrastructure replacement, and other cost reimbursements. The outcome will inform the scope of Spokane's funding and policy needs in the 2027 session.

Preserving Thorpe Trust Land

The Washington State Department of Natural Resources has approved the 199-acre Thorpe property in Spokane for the state's Trust Land Transfer program. The next step is to secure funding in the state budget for this transfer from DNR to the City of Spokane, which will preserve this beloved green space of high ecological and recreational value to our community.

Building Exemption for Fairer Taxation

The 2027 Vibrant Cities Act, championed by the City of Spokane, will authorize cities to exempt buildings and improvements from local property taxes. The bill aims to:

- Encourage development of vacant and underutilized property
- Discourage land speculation
- Promote tax fairness by rewarding property owners who invest in homes and businesses rather than penalizing them with higher taxes for improvements.

This exemption enables property tax to be based on the value of the land itself, not the structures built on it – a revenue-neutral approach to help increase housing supply, revitalize neighborhoods, and improve public safety.

Expand Eligibility for Domestic Partnerships

Washington law currently restricts state-registered domestic partnerships to couples where at least one partner is 62 years of age or older. Lowering this eligibility age to 18 provides a modern legal framework that respects personal choice, secures essential civil protections, and offers significant financial relief to working-class families.

TBD Reform to Fix Streets & Sidewalks

Vehicles over 6,000 pounds are exempt from paying Transportation Benefit District tab fees used for street maintenance projects and pedestrian improvements. These heavier vehicles cause significantly more wear on roadways compared to lighter vehicles. Raising the TBD weight threshold will help Spokane and other cities improve streets and sidewalks while ensuring that heavier vehicles pay their fair share.

SIGNIFICANT ISSUES

Building.on.Momentum.from.Last.Session

Wildfire Insurance Reform

The City of Spokane continues to support legislation establishing the Strengthen Washington Homes Program, which would provide grants to assist and promote wildfire mitigation efforts for insurable dwellings in accordance with Insurance Institute for Business & Home Safety (IBHS) standards. Last year's bill prevented insurers from using wildfire risk as a disqualifying risk factor for properties that meet these standards.

Sidewalk Funding

The City of Spokane continues to seek authorization for a sidewalk utility program or other sustainable funding mechanism to help cities create people-friendly streets that prioritize health, safety, and accessibility for all. Funding will be dedicated to missing sidewalks, critical repairs, and ongoing maintenance.

Pavement to People 2.0

The City of Spokane continues to support expanding Washington's sales tax deferral program for conversion of surface parking lots to affordable housing, known as "Pavement

to People." By also allowing the deferral for partially used, underutilized and underdeveloped properties, more workforce housing units can be built in Spokane and throughout the state.

Crypto Fraud Protection

Spokane Police Department has been working with the state Department of Financial Institutions to crack down on digital-currency fraud, including new regulations on digital kiosks (ATMs). The City supports DFI-request legislation from last session that imposes daily transaction limits and caps fees charged by kiosk operators.

Climate.Resilience.and.Sustainability.Board.Recommendations

Clean Energy Upgrades

The City of Spokane supports Capital Budget funding for the Department of Commerce Clean Energy Technical Assistance Grant Program to advance municipal clean energy projects at City Hall and Northeast Community Center.

Participatory Budgeting

The City of Spokane supports greenhouse-gas reduction projects in East Central identified by the Department of Commerce Community-Based Organization Public Participation Grants Program, which funds local engagement in comprehensive planning and other capacity-building grants for community projects.

Data Center Regulation

The City of Spokane supports legislation that provides comprehensive regulation of emerging large energy use facilities, including data centers.

Fostering.Community.Partnerships

Dwight Merkel Improvements

City of Spokane Parks & Recreation seeks Capital Budget funding to support the Park Levy and Spokane Public School District 81 bond-funded expansion of Dwight Merkel Sports Complex. These state funds, paired with approximately $20+ million in local dollars, will help Parks & Recreation partner with neighboring Department of Veterans Affairs for improved underground water & sewer infrastructure, vehicle and pedestrian circulation, and parking.

Salish School of Spokane New Campus

The City of Spokane supports Capital Budget funding to create a permanent home for the Salish School of Spokane, which provides indigenous language immersion education as well as cultural, recreational, and community facilities serving students, families, neighborhood residents, and the broader region.

Tourism Funding

Tourism Promotion Assessment (TPA) funding will expire in July 2027 without legislative approval to continue this voluntary lodging industry fee. which funds a significant portion of local tourism promotion for Visit Spokane and Spokane Sports.

HB 1590

The City of Spokane helped pass HB 1590 in 2019, establishing a local .1 percent sales and use tax to fund affordable housing and related supportive services. Raising the Area Medium Income (AMI) requirement from 60 percent to 80 percent will expand the pool of eligible buyers for permanently affordable homes. Supported by Habitat for Humanity, Spokane Housing Authority, Spokane Low Income Housing Consortium, and others.

Resolution 2026-0076 / Exhibit B

City of Spokane Transportation Priority Projects

- Fish Lake Trail Connection Phases 2–3
- Division Street Active Transportation Access Improvements
- Latah Bridge Rehabilitation
- 12th Ave – Spokane Phase
- Spokane Falls Blvd
- US 195 Corridor Projects
- 57th/Hatch Intersection
- Freya from Wellesley to Francis
- Francis/Assembly/Driscoll intersection

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 11/11/2026

Date Rec'd	10/6/2026		
Clerk's File #	RES 2026-0077		
Cross Ref #			
Project #			
Submitting Dept	DEVELOPMENT SERVICES	**Bid #**	
Contact Name/Phone	TAMI 6157	**Requisition #**	
Contact E-Mail	TPALMQUIST@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	ZZAPPONE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ADOPTING PUBLIC RULE FOR THE DEVELOPMENT FEE SCHEDULE		

Agenda Wording

A Resolution adopting a Public Rule for the Development Fee Schedule annual CPI increase.

Summary (Background)

City Council approved the new fee schedules for the DSC on December 9, 2024 that included an annual CPI increase. This year, and moving forward, Development Fees will be adopted by Public Rule

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source

Funding Source Type Select

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

Expense Occurrence	

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

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

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

RESOLUTION 2026-0077

A resolution approving the Development Services Fee Table Public Rule.

WHEREAS, the Spokane City Council adopted Ordinance C36619, providing for the yearly update of the Development Fee Table; and

WHEREAS, Ordinance C36619 went into effect on January 22, 2025; and

WHEREAS, the City seeks to publish a public rule implementing Ordinance C36619, pursuant to Spokane Municipal Code Section 08.02.012, specifically for the yearly adjustment of the Development Fee Table; and

WHEREAS, pursuant to Spokane Municipal Code Section 04.02.010, it is the policy of the City to regularly review and, as necessary, adjust schedules for fees, charges, and other assessments to ensure the City recovers at least the actual cost of delivering said service; and

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

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

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

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

PASSED BY THE CITY COUNCIL ON _____, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

CITY OF SPOKANE
DEPARTMENT PUBLIC RULE

CITY OF SPOKANE DEVELOPMENT SERVICES DEPARTMENT PUBLIC RULE	RULE xxxz - LGL 2026- RES 2026-
TITLE: DEVELOPMENT SERVICES DEPARTMENT – **UPDATE FEE SCHEDULE** EFFECTIVE DATE January 1, 2027	

1.0 GENERAL

1.1 PURPOSE AND INTENT

The City of Spokane Development Services Department established the following public rule and fee schedule.

The public rule relates to the charges of fees and costs for various services related to the City of Spokane Community and Economic Development Division, including Development Services Department, Planning Services Department, Code Enforcement Department and Arts, Culture and Historic Preservation Department from the City of Spokane.

1.2 TABLE OF CONTENTS

1.0 GENERAL
2.0 DEPARTMENTS/DIVISIONS AFFECTED
3.0 REFERENCES
4.0 DEFINITIONS
5.0 POLICY
6.0 ADOPTION OF FEE SCHEDULE
7.0 RESPONSIBILITIES
8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This public rule shall apply to the City of Spokane Community and Economic Development Division, including Development Services Department, Planning Services Department, Code Enforcement Department and Arts, Culture and Historic Preservation Department from the City of Spokane.

3.0 REFERENCES

RCW 19.27
RCW 82.02.020
WAC 51-05
Spokane Municipal Code 08.02
Spokane Municipal Code 04.02.010

DRAFT

4.0 DEFINITIONS

4.1 See SMC 08.02.010

5.0 POLICY

5.1 It is the policy of the City of Spokane Community and Economic Development Division to collect reasonable fees to cover the direct costs of application processing and environmental or building review.

5.2 The City anticipates annual review and updates to all fees for reimbursement. However, in the event an annual update is not needed, all fees set out in this public rule shall remain in full effect until modified or amended consistent with Chapter 03.14 of the Spokane Municipal Code.

6.0 ADOPTION OF FEE SCHEDULE

6.1 The Community and Economic Development Division, via this public rule, adopts the Development Fee Schedule attached as Exhibit “A,” effective January 1, 2027.

6.2 The Community and Economic Development Division will collect fees and costs for various services related to the Development Services, Planning, Code Enforcement and Historic Preservation programs and services of the City of Spokane, consistent with the fee schedule adopted in this public rule.

7.0 RESPONSIBILITIES

7.1 The Community and Economic Development Division is responsible for the implementation of this public rule.

8.0 APPENDICES

8.1 Exhibit “A” – City of Spokane Development Fee Schedule

APPROVED BY:

_____

City Attorney

_____

Director of Community and Economic Development

DRAFT

City Administrator

Date

Exhibit “A” – City of Spokane Development Fee Schedule

HOLD FOR FEE TABLE….

DRAFT

Development Fee Schedule
Effective January 1, 202((6))7

Automatic Annual Adjustment

((Effective January 1, 2026, and the first January of each year thereafter, the d))Development fees shall be adjusted annually by ((the City of Spokane Building Official for)) an amount equal to the weighted average of the 2nd quarter Employment Cost Index for State and Local Government Workers (ECI GW) with a weight of 0.7 and the June to June Consumer Price Index for All Urban Consumers West Class BC (CPI-U West BC) with a weight of 0.3. The calculated adjustment factor shall not exceed the three-year average of the weighted values from the previous periods. The new determined fees will be rounded to the nearest dollar if they are over $100 and the nearest dime if they are below. Rounded fees shall not exceed the calculated upper limit "average percentage". In addition, the adjusted fees shall be presented to the city council for approval and a copy of the approved fees filed with the city clerk and city building official before becoming effective. No other fee schedules shall be affected by such automatic adjustments unless expressly noted.

Building permit fees tied to job valuations shall not be included in the annual automatic adjustment because construction cost inflation and the scaling of those fees provide self-adjusting mechanisms to help offset associated labor and material cost changes((updates occur semi-annually through the International Code Council (ICC) published updates)).

All hourly and other variable fees are based on the designated metric or fraction thereof.

((Development Fee Schedule))	((Fee Amount))
Shared Fees	**Fee Amount**
Processing/Application Fee (*except as otherwise identified*)	$65.00
Technology Fee for Planning and Land Use Actions	2.50%
Technology Fee for Building and Elevator Permits • Applicable to permits reviewed and/or inspected primarily in accordance with Building and Elevator Codes.	$8.50
Technology Fee for Trade Permits, Trade Licenses, and Non-Permit Actions • Applicable to Permits reviewed and/or inspected primarily in accordance with Mechanical, Electrical, and Plumbing codes; Trade Licenses; and Applications other than those for Land Use Actions that do not authorize work to be performed.	$2.00
Technology Fee for Engineering Permits • Applicable to permits generally reviewed and/or inspected for work within the City right-of-way or involving City utilities.	$5.00
Development Services Review Fee	((~~$119.00~~)) $123.00
Trade Review	((~~$119.00~~)) $123 per hour

Additional, Excessive, and Phased Reviews	50% Original Review Fee
• To ensure a streamlined review process, all plan resubmittals must be complete and address all previously identified comments. New or additional plan review fees will be charged if the resubmittal necessitates a comprehensive re-evaluation from the reviewing departments. This is typically triggered by substantial changes to the project scope, or if the resubmittal fails to adequately address comments after two (2) resubmittals under the initial fee. • Based on the nature and extent of the revisions, resubmissions will be processed as either a resubmittal under the original permit application with the above fee or an hourly fee; or it may require a new permit application with a full review fee. • We encourage pre-application meetings to discuss your project and avoid potential delays or additional fees due to incomplete submittals and resubmittals.	
Additional, Excessive, and Phased Inspections	((~~$109.00~~)) $123.00
Inspection Outside Normal Working Hours (2-hr minimum)	((~~$119.00~~)) $123 per hour
Re-Inspection Fee	((~~$156.00~~)) $161.00
Permit or Application Extension Fee	((~~$46.60~~)) $48.20
Work Beyond Scope of Permit	((~~$156.00~~)) $161.00
Work Done Without Permit/Investigative Fees - Greater Of:	2x the Inspection Fee(s) or $322
Refund Administration Fees ((~~- Plan Review and Processing/Application Fees are non-refundable, no refunds of less than $30 unless City error.~~)) Unless due to error by Development Services: • Processing and Application Fees are non-refundable. • Review Fees are non-refundable once any plan review has begun. • Cumulative amounts less than $35.00 on a single permit are not eligible for refund.	N/A
State Building Code Fee	State Determined ((~~Fee~~))
Recording Fee	County Determined ((~~Fee~~))
State Environmental Policy Act (SEPA)	**Fee Amount**
SEPA Environmental Checklist Initial Review	((~~$518.00~~)) $536.00
Threshold Determination of MDNS	((~~$337.00~~)) $349.00
Threshold Determination Resulting in Declaration of Significance	Actual Cost
Threshold Determination Resulting in Declaration of Significance - Deposit	((~~$3,365.00~~)) $3,480.00
Public Notice	Actual Cost

Environmental Document Reproduction	Actual Cost
Appeal Fees	**Fee Amount**
Appeal of Administrative Decision to Hearing Examiner	((~~$363.00~~)) $2,000.00
Exception: Junk Vehicle Determination Appeal	((~~$208.00~~)) $215.00
Appeal of Hearing Examiner Decision to City Council	((~~$725.00~~)) $2,500.00
Appeal Preparation Fee	Actual Cost
Request for Reconsideration	((~~$259.00~~)) $500.00
Blasting Licenses and Permits	**Fee Amount**
Blaster's License	$57.00
Blasting Permit	((~~$285.00~~)) $295.00
Boiler and Gas Heating Mechanic License Fees	**Fee Amount**
License Application and Examination Fee	$114.00
Annual License Fee	$57.00
• ((~~Annual Inspector License Fee~~))No charge for City Inspectors and City Exam Proctors	((~~$57.00~~))
Boiler Installation Inspection Fees	**Fee Amount**
Low Pressure & Hot Water Boiler < 500,000 BTUs	((~~$163.00~~)) $169.00
LP & HWB 500,000 to < 2,000,000 BTUs	((~~$275.00~~)) $284.00
LP & HWB 2,000,000 BTUs and greater	((~~$440.00~~)) $455.00
Power Boilers < 1,000,000 BTUs	((~~$440.00~~)) $455.00
Power Boilers from 1,000,000 to < 5,000,000 BTUs	((~~$880.00~~)) $910.00
Power Boilers 5,000,000 BTUs and greater - Base	((~~$880.00~~)) $910.00
Power Boilers 5,000,000 BTUs and greater - Additional Charge per million BTUs	((~~$26.00~~)) $26.90
Electric Boiler less than or equal to 250 kw	((~~$259.00~~)) $268.00
Unfired Pressure Vessel	((~~$62.10~~)) $64.20
Boiler Operating Permit & Accessory Fees	**Fee Amount**
Boilers - Base City Inspected Operating Permit Fee	((~~$88.00~~)) $91.00
Boilers - per Vessel	((~~$36.20~~)) $37.40
Hydrostatic Pressure Test	((~~$150.00~~)) $155.00
Repair Inspections - Hourly	((~~$119.00~~)) $123.00
Building Permit Fees	**Fee Amount**
$1 - $2,000 Job Value Fee - Base	$73.00
$2,001 - $25,000 Job Value Fee - Base	$73.00
$2,001 - $25,000 Job Value Fee - Variable per $1000 over $2000	$13.00
$25,001 - $50,000 Job Value Fee - Base	$372.00
$25,001 - $50,000 Job Value Fee - Variable per $1000 over $25,000	$10.00
$50,001 - $100,000 Job Value Fee - Base	$622.00
$50,001 - $100,000 Job Value Fee - Variable per $1000 over $50,000	$7.00
$100,001 - $500,000 Job Value Fee - Base	$972.00

$100,001 - $500,000 Job Value Fee - Variable per $1000 over $100,000	$5.00
$500,001 - $1,000,000 Job Value Fee - Base	$2,972.00
$500,001 - $1,000,000 Job Value Fee - Variable per $1000 over $500,000	$4.00
Over $1,000,000 Job Value Fee - Base	$4,972.00
Over $1,000,000 Job Value Fee - Variable per $1000 over $1,000,000	$3.00
Plan Review for Commercial & Multi-Family over 2 units	65% of Job Value Fee
Fast Track Plan Review Fee	125% of Job Value Fee
Early Start and Fast Track Approval	25% Additional fee
Stock Plan Review Fee	25% of Job Value Fee
Reduced Plan Review Fee	25% of Job Value Fee
• Applications for successive identical buildings on a single site submitted simultaneously are eligible for the Reduced Plan Review Fee. In these instances, the full plan review fee applies to the first of the duplicate buildings.	
Plan Review for New Single-Family Residences (SFR), Accessory Dwelling Units, & Duplexes	50% of Job Value Fee
Plan Review for SFR & Duplex Alterations, Additions, and Accessory Structures ((~~& Additions~~))	25% of Job Value Fee ($123.00 minimum)
Revision Review Fee - Hourly	$123.00 per hour
((~~Plan Review for SFR & Duplex Accessory Structure Remodels~~))	((~~25% of Job Value Fee~~))
Demolition of SFR or Duplex	((~~$46.60~~)) $48.20
Demolition of Other Structures - Per 1,000 Sq Ft ((~~- [maximum fee $450]~~))	((~~$46.60~~)) $48.20 ($482.00 maximum)
Demolition of Residential Accessory Structures - (i.e. ~ garages((~~,~~)) and pools)	((~~$36.20~~)) $37.40
• Additional fees may be required for historically eligible or listed properties in accordance with **Historic Preservation's** Fee Schedule	
Demolition Permit for structures damaged in the Spokane Complex Fires of 2026 • Processing and Technology Fees shall be waived for Demolition Permits on properties impacted by the Spokane Complex Fires. • The $6.50 State Building Code Fee will apply as applicable to State of Washington regulations.((• ~~No Processing Fee or Technology Fee will be added; only addition of the $6.50 State Building Code Fee~~))	$28.50
Fence Permit Fee per 100 linear feet or fraction thereof	$20.00
Grading Permit Fee for 10,000 cubic yards or less	((~~$150.00~~)) $155.00
Grading Permit Fee for each additional 10,000 cubic yards or fraction thereof	((~~$31.10~~)) $32.20
Grading Plan Review for 1,000 cubic yards or less	((~~$78.00~~)) $80.00
Grading Plan Review for 1,001 - 100,000 cubic yards	((~~$197.00~~)) $204.00
Grading Plan Review for each 10,000 cubic yards over 100,000	((~~$10.40~~)) $10.70

Sign Permit Fee for Wall, Projecting, and Incidental Signs - Per Sign	((~~$48.70~~)) $50.40
Sign Permit Fee for Pole and Billboard - Per Sign	((~~$121.00~~)) $125.00
Sign Review Fee	((~~$119.00~~)) $123.00
Factory Built Housing - Per Section	((~~$78.00~~)) $80.70
Manufactured (Mobile) Home - Per Section	((~~$78.00~~)) $80.70
Temporary Structures - 1st 180 days	((~~$259.00~~)) $268.00
Temporary Structures - 2nd 180 days	((~~$570.00~~)) $590.00
Relocation Determination Fee	((~~$78.00~~)) $80.70
Swimming Pool Permit Fee (when accessory to SFR or Duplex)	((~~$98.40~~)) $102.00
Swimming Pool Permit Fee (for all others)	((~~$223.00~~)) $231.00
Adult Family Home Inspection	((~~$254.00~~)) $263.00
Family Home Child Care Capacity Inspection	((~~$254.00~~)) $263.00
Safety Inspection - Commercial Building - Per hour (2-hr minimum)	((~~$119.00~~)) $123 per hour
Safety Inspection – ((~~SFR~~))Single Dwelling Unit, Electrical Only	((~~$98.40~~))$102.00
Safety Inspection – ((~~SFR, 2 or more categories~~)) Single Dwelling Unit	((~~$197.00~~)) $204.00
((~~Safety Inspection – Duplex~~))	((~~$263.00~~))
((~~Safety Inspection - Multi-Family 3 to 6 units~~))	((~~$338.00~~))
((~~Safety Inspection - Multi-Family over 6 units – Base~~))	((~~$338.00~~))
Safety Inspection – ((~~Multi-Family over 6 units – Variable per unit over 6~~)) Per Additional Dwelling Unit over 1	((~~$36.20~~)) $37.00
Electrical Service Reconnect - Residence	((~~$41.40~~)) $41.00
Electrical Service Reconnect - Commercial	$41.00 + $12.70 per 200 Amps or fraction thereof
Reapplication Fees for Expired Permits	
• Applications for new permits must be submitted for determination to replace permits that have expired.	
Expired Building Permit Reapplication Fee ((~~Renewal~~)) when No Inspections	100% of Permit Fee
Expired Building Permit Reapplication Fee ((~~Renewal~~)) when Foundation Approved	75% of Permit Fee
Expired Building Permit Reapplication Fee ((~~Renewal~~)) when All Rough-ins Approved	25% of Permit Fee
Expired Building Permit Reapplication Fee ((~~Renewal~~)) with Additional Work	Job Value Fee
Expired Plumbing Permit Reapplication Fee ((~~Renewal~~)) when No Inspections	100% of Permit Fee
Expired Plumbing Permit Reapplication Fee ((~~Renewal~~)) when Top Outs Approved	25% of Permit Fee
Expired Mechanical Permit Reapplication Fee ((~~Renewal~~)) when No Inspections	100% of Permit Fee
Expired Mechanical Permit Reapplication Fee ((~~Renewal~~)) when Rough-Ins Approved	25% of Permit Fee
Expired Electrical Permit Reapplication Fee ((~~Renewal~~)) when No Inspections	100% of Permit Fee

Expired Electrical Permit Reapplication Fee ((~~Renewal~~)) when Rough-Ins/Service Approved	25% of Permit Fee
Certificate of Occupancy Fees	**Fee Amount**
For Change of Occupancy when no work is required	((~~$93.20~~)) $96.40
Temporary Certificate of Occupancy Issuance (not to exceed 100% of the building permit fee)	((~~$518.00~~)) $536.00
Temporary Certificate of Occupancy Extension (not to exceed 100% of the building permit fee)	((~~$259.00~~)) $268.00
Solar Permit Fees	**Fee Amount**
SFR-Duplex Solar Plan Review Fee (DSC)	((~~$78.00~~)) $80.00
SFR-Duplex Solar Inspection Fee (DSC)	((~~$156.00~~)) $160.00
MFCOM Solar Plan Review Fee (DSC)	65% of Job Value Fee
MFCOM Solar Inspection Fee (DSC)	Job Value Based
Electrical fees assessed as applicable to the scope of work	See Electrical Fees
• Fire Review and Inspection Fees assessed in accordance with the Fire Codes	((~~See Fire Code~~)) See SMC 08.02.034 for current Fire Dept Fees
Electrical Permit Fees	**Fee Amount**
Services: New and Altered (per service and service size) • Service Fees are for the service installation, relocation, or alteration only. Fees for associated feeders, circuits, etc. are assessed separately and in addition to the fee for the Service.	$41.00 + $12.70 per 200 Amps or fraction thereof
Service, Over 600V, Surcharge	((~~$62.10~~)) $64.20
Feeder or Subpanel	((~~$20.70~~)) $21.40
New Square Footage up to 5000 sq ft - Variable per 100 sq ft	((~~$5.00~~)) $5.10
New Square Footage over 5,000 sq ft - Base	((~~$250.00~~)) $255.00
New Square Footage over 5,000 sq ft - Variable per 100 sq. ft.	((~~$3.00~~)) $3.10
Alterations/Wiring of Existing Space (per circuit)	((~~$7.20~~)) $7.40
Alarms, Telecommunications, and Other Low-Voltage Control Circuits and Systems (per 2,500 sq. ft.)	((~~$13.50~~)) $14.00
Ground Work-Ground Ufer	((~~$31.10~~)) $32.20
Extensive Ground Work	((~~$109.00~~)) $113.00
Light Standard	((~~$10.40~~)) $10.70
((~~Service, 1-200 Amps~~))	((~~$53.70~~))
((~~Service, 201-400 Amps~~))	((~~$66.40~~))
((~~Service, 401-600 Amps~~))	((~~$79.10~~))
((~~Service, 601-800 Amps~~))	((~~$91.80~~))
((~~Service, 801-1,000 Amps~~))	((~~$104.50~~))
((~~Service, Over 1,000 Amps – Base~~))	((~~$104.50~~))
((~~Service, Over 1,000 Amps - Variable per 100 Amps over 1,000 Amps~~))	-
Temporary Service	((~~$46.60~~)) $48.20

Transformer ((– Base))	$41.00 + $12.70 per 200 Amps or fraction thereof
((Transformer - Variable per 200 Amps or fraction thereof))	(($12.70))
Generator (emergency, standby, and resource recovery) ((– Base)) • Generators of 50 kW or less are considered equivalent to a 200 Amp service.	$41.00 + $12.70 per 200 Amps or fraction thereof
((Generator (emergency, standby, and resource recovery) - Variable per 200 Amps or fraction thereof))	(($12.70))
*((*Note: Generators of 50 kW or less are considered equivalent to a 200 Amp service))*	((NA))
Annual Electrical Permit, 12 Inspections/1 - 3 Electricians	(($2,300.00)) $2,379.00
Annual Electrical Permit, 24 Inspections/4 - 6 Electricians	(($4,600.00)) $4,758.00
Annual Electrical Permit, 36 Inspections/7 - 12 Electricians	(($6,900.00)) $7,136.00
Annual Electrical Permit, 52 Inspections/13+ Electricians	(($8,200.00)) $8,481.00
Load Test	(($46.60)) $48.20
Energy Storage Systems	(($52.00)) $53.70
Elevator Permit Fees	**Fee Amount**
((Install:))Elevator, Escalator, or Moving Walk (($5,000 Value or Less)) Installations, Alterations, and Repairs (except as otherwise state)	(($259.00)) $235+$4.50 per $1,000 job value or fraction thereof
((Install: Elevator, Escalator, or Moving Walk Install > $5,000 Value – Base))	(($259.00))
((Install: Elevator, Escalator, or Moving Walk Install > $5,000 Value – Variable per)) (($1,000 in valuation over $5,000))	(($4.10))
((Install:))Stair Climber or Platform Lift Installation	(($91.10)) $94.20
((Install:))Dumbwaiter or Material Lift Installation	(($184.00)) $190.00
((Install:))Temporary Personnel Hoist (Construction Lift) Installation	(($363.00)) $375.00
Operating Permit: Hydraulic Elevator - Annual, Base	(($184.00)) $190.00
Operating Permit: Hydraulic Elevator - Annual, Variable per stop over two	(($22.80)) $23.60
Operating Permit: Cable Elevator - Annual, Base	(($366.00)) $379.00
Operating Permit: Cable Elevator - Annual, Variable per stop over two	(($22.80)) $23.60
Operating Permit: Escalator or Moving Walk	(($366.00)) $379.00
Operating Permit: Dumbwaiter, Platform/Material Lift, or Stair Climber	(($91.10)) $94.20
((Alteration or Repair: $5,000 Value or Less))	(($259.00))
((Alteration or Repair: > $5,000 Value – Base))	(($259.00))
((Alteration or Repair: > $5,000 Value – Variable for each $1,000 over $5,000))	(($4.10))
Elevator Reinspection: Hourly	(($119.00)) $123.00

Uncorrected Deficiencies (assessed at 90, 120, and 150 days)	((~~$184.00~~)) $190.00
Document Replacement Fee	((~~$65.00~~)) $67.20
Temp Hoist: Semi-Annual or Jump Inspection	((~~$184.00~~)) $190.00
Temp Hoist: Semi-Annual Operating Permit	((~~$184.00~~)) $190.00
Temporary Operating Permit Fee - Base	((~~$119.00~~)) $123.00
Temporary Operating Permit Fee – Variable per stop over two	((~~$15.50~~)) $16.00
Plan Review for Installs and Major Alterations	((~~$119.00~~)) $123.00
Variance Request w/ Site Visit - Base	((~~$184.00~~)) $190.00
Variance Request w/ Site Visit - Variable per hour more than two	((~~$91.10~~)) $94.20
Variance Request via Desk Evaluation (w/o site visit)	((~~$91.10~~)) $94.20
Technical Advice Site Visit Fee - Base	((~~$184.00~~)) $190.00
Technical Advice Site Visit Fee – Variable per hour more than two	((~~$91.10~~)) $94.20
Decommissioning Conveyance Fee	((~~$184.00~~)) $190.00
Re-Commissioning Conveyance Fee - Base	((~~$184.00~~)) $190.00
Re-Commissioning Conveyance Fee – Variable per hour more than two	((~~$91.10~~)) $94.20
Operating a Conveyance w/o Permit: 30 Day Penalty Fee	((~~$170.00~~)) $176.00
• *Conveyances in operation without a permit more than 120 days may be removed from service by the inspector.*	
Mechanical Permit Fees	**Fee Amount**
Air Handler (per 10,000 cfm or fraction of)	((~~$17.60~~))$18.00
Clothes Dryer (Gas)	$15.50
Ductwork System	$15.50
Evaporative Cooler	$15.50
Gas Log	$15.50
Gas Piping: per outlet	$4.20((~~$4.10~~))
Water Heater	$15.50
Hot Water Tank Heat Pump	$15.50
Heat Pump, Compressor, or A/C: less than 15 tons	((~~$23.80~~))$24.00
Heat Pump, Compressor, or A/C: 15 to 50 tons	((~~$46.60~~))$47.00
Heat Pump, Compressor, or A/C: Over 50 tons	$78.00
Heating Equipment: 1 to 100,000 BTUs or 32 kW	((~~$17.60~~))$18.00
Heating Equipment: More than 100,000 BTUs or 32 kW	$26.00
Hood: Type I (per 12 ft or 12 ft portion of hood)	$72.50
Hood: Type II	$15.50
Hydronic Piping: per outlet	$4.20((~~$4.10~~))
Miscellaneous (*items not covered elsewhere*)	$15.50
Propane Tanks	$15.50
Range/Cooking Equipment (Gas)	$15.50
Refrigeration or Absorption System: 1 - 500,000 BTUs	$26.00
Refrigeration or Absorption System: 500,001 - 1,750,000 BTUs	((~~$46.60~~))$47.00
Refrigeration or Absorption System: Over 1,750,000 BTUs	$78.00
Unlisted or Unused Appliance: Up to 400,000 BTUs	$78.00
Unlisted or Unused Appliance: Over 400,000 BTUs	$130.00
Vent Fans	((~~$10.40~~))$10.50
Wood/Pellet Stove or Insert	((~~$41.40~~))$42.00

• Fees for Electrical Disconnects/Reconnects for HVAC replacements and for thermostat wiring are assessed at the "*Alterations… per circuit*" rate found within the Electrical Permit Fees.	
Plumbing Permit Fees	**Fee Amount**
Per Plumbing Fixture on a trap • Includes, *but is not limited to*, installs, relocations, replacements, and rough-ins of backflow devices, dishwashers, garbage disposals, drains, showers, sinks, toilets, tubs, water softeners, etc.	$13.50
Medical Gas Outlet	$13.50
Sewage Ejector	$13.50
Vacuum Breaker/Backflow Device	$13.50
Miscellaneous (plumbing not covered elsewhere) • *Water Heaters are covered within Mechanical Permit Fees*	$13.50
Code Enforcement: Existing Building and Conservation Code Fees	**Fee Amount**
General: Bill equal to all costs and expenses incurred by City	Cost Incurred
Boarding and Securing	Cost Incurred
Property Monitoring	$300.00
Annual Hearing Processing Fee - First Year	$2,000.00
Annual Hearing Processing Fee - Each Subsequent Year	$5,000.00
Code Enforcement: Obstruction From Vegetation and Debris Fees	**Fee Amount**
Vegetation and Debris Abatement	Cost Incurred
Vegetation and Debris Abatement Surcharge	$250.00
Code Enforcement: Existing Building and Conservation Code Fees	**Fee Amount**
Annual Foreclosure Property Registration Fee	$350.00
((~~Sidewalk Café Fees~~))	-
((~~Sidewalk Café Annual Fee~~))	((~~$161.00~~))
((~~Site Modification Review Fee~~))	((~~$295.00~~))
((~~Initial Review Fee~~))	((~~$322.00~~))
Sidewalk Cafes, Parklets, and Streateries	**Fee Amount**
Annual ((~~License~~)) Permit Fee	((~~$156.00~~)) $161.00
Site Modification Review Fee	((~~$285.00~~)) $295.00
Initial Review Fee	((~~$184.00~~)) $322.00
Refundable Cash Bond for Parklets and Streateries	((~~$1000.00~~)) $1,034.00
((~~2-hour zone per square foot per month~~))	((~~$3.10~~))
((~~4-hour and all-day zones per square foot per month~~))	((~~$2.10~~))
((~~Time-restricted fee parking~~))	((~~$1.08~~))

((~~Device Removal and Replacement Fee - Single Space Meter~~))	((~~$62.10~~))
((~~Device Removal and Replacement Fee - Dual Space Meter~~))	((~~$124.00~~))
((~~Device Removal and Replacement Fee – Kiosk~~))	((~~$517.00~~))
Parking Reservation and Device Removal Fees • Fees for use, obstruction, or reservation of paid parking areas and removal of parking payment devices will be required in addition to the fees above in accordance with the **Parking Fee Schedule** within SMC 08.02.083.	See SMC 08.02.083 for additional fees
Streets and Airspace Fees	**Fee Amount**
ROW Obstruction: Dumpster or Temp Storage Unit (Pod) per 15-day period	((~~$156.00~~)) $161.00
ROW Obstruction: Long-term (more than 20 days) per square foot per month	((~~$0.20~~)) $0.30
ROW Obstruction: With Excavation 1-3 Days	((~~$156.00~~)) $161.00
ROW Obstruction: No Excavation 1-3 Days	((~~$41.40~~)) $42.80
ROW Obstruction: ((~~No-~~))Each Additional Day	((~~$20.70~~)) $21.40
Master Annual Permit	Expense based
No Fee for Activities Done Under City Contract	$0.00
Traffic Control Plan Review Fee	((~~$81.00~~)) $83.80
IT Plan Review for Fiber Projects	((~~$98.40~~)) $102.00 per hour
Parking Reservation and Device Removal Fees • Fees for use, obstruction, or reservation of paid parking areas and removal of parking payment devices will be required in addition to the fees above in accordance with the **Parking Fee Schedule** within SMC 08.02.083.	See SMC 08.02.083 for additional fees
Road Oiling (and other dust palliatives)	((~~$162.00~~)) $168.00
Obstruction W/O Permit or Exempt Notification	((~~$518.00~~)) $536.00
Work Beyond Scope of Permit	((~~$259.00~~)) 268.00
Street Address Assignment	((~~$15.50~~)) $16.00
Street Address Change	((~~$63.20~~)) $65.40
Building Move Permit	((~~$179.00~~)) $185.00
House Move Rescheduling Fee ((~~–~~)) • *This is an additional processing fee assessed for house moves that are rescheduled after arrangements for staff have already been made.*	$65.00
Street Vacation Application Fee	((~~$645.00~~)) $667.00
Approach Permit: Commercial	((~~$54.00~~)) $55.80
Approach Permit: Residential Driveway	((~~$32.10~~)) $33.20
Skywalk Application to Hearing Examiner	((~~$7,413.00~~)) $7,667.00
Skywalk Annual Inspection	((~~$630.00~~)) $630.00
Skywalk Renewal (within 20 years of permit issuance)	((~~$2,371.00~~)) $2,452.00
Oversize or Overweight Movements	**Fee Amount**
Oversize Load - Per 30 Days or fraction of	((~~$81.00~~)) $83.80
Overweight Load (on specified route) - Per 30 Days or fraction of	((~~$121.00~~)) $125.00

Superload - Per Trip	((~~$121.00~~)) $125.00
(Engineering) Private Construction Plan Review Fee Table:	**Fee Amount**
$1 - $10,000 Job Value Fee	$300.00
$10,001 - $50,000 Job Value Fee - Base	$300.00
$10,001 - $50,000 Job Value Fee - Variable for each $1,000 over $10,000	$15.00
$50,001 - $100,000 Job Value Fee - Base	$900.00
$50,001 - $100,000 Job Value Fee - Variable for each $1,000 over $50,000	$13.00
$100,001 - $500,000 Job Value Fee - Base	$1,550.00
$100,001 - $500,000 Job Value Fee - Variable for each $1,000 over $100,000	$10.50
$500,001 - $1,000,000 Job Value Fee - Base	$5,750.00
$500,001 - $1,000,000 Job Value Fee - Variable for each $1,000 over $500,000	$9.50
Over $1,000,000 Job Value Fee - Base	$10,500.00
Over $1,000,000 Job Value Fee - Variable for each $1,000 over $1,000,000	$8.75
• The job value fees within this subsection are the amounts for private construction plan reviews, other than reviews of stormwater systems, based on the value of the work as shown.	
Additional Review (for excessive plan changes)	((~~$119.00~~)) $123 per hour
On-Site Water Systems Review Fee - outside City limits or no bldg permit	((~~$259.00~~)) $268.00
On-Site Sanitary Sewer Systems Review - outside City limits or no bldg permit	((~~$259.00~~)) $268.00
Standard (Simple) Stormwater Systems Review: Under 10 lots - Base	((~~$415.00~~)) $429.00
Standard (Simple) Stormwater Systems Review: Under 10 lots - Variable per lot	((~~$10.40~~)) $10.70
Standard (Simple) Stormwater Systems Review: 10 - 100 lots - Base	((~~$518.00~~)) $536.00
Standard (Simple) Stormwater Systems Review: 10 - 100 lots - Variable per lot	((~~$10.40~~)) $10.70
Standard (Simple) Stormwater Systems Review: Over 100 lots - Base	((~~$725.00~~)) $750.00
Standard (Simple) Stormwater Systems Review: Over 100 lots - Variable per lot	((~~$10.40~~)) $10.70
Stormwater Review Fee Up to 2 acres - outside City limits or no bldg permit	((~~$259.00~~)) $268.00
Stormwater Review Fee Over 2 acres - outside City limits or no bldg permit	((~~$518.00~~)) $536.00
Complex Stormwater Systems Review: Under 10 lots - Base	((~~$518.00~~)) $536.00
Complex Stormwater Systems Review: Under 10 lots - Variable per lot	((~~$10.40~~)) $10.70
Complex Stormwater Systems Review: 10 - 100 lots - Base	((~~$777.00~~)) $804.00

Complex Stormwater Systems Review: 10 - 100 lots - Variable per lot	((~~$15.50~~)) $16.00
Complex Stormwater Systems Review: Over 100 lots - Base	((~~$1036.00~~)) $1,071.00
Complex Stormwater Systems Review: Over 100 lots - Variable per lot	((~~$15.50~~)) $16.00
Stormwater Review Fee Up to 2 acres - outside City limits or no bldg permit	((~~$518.00~~)) $536.00
Stormwater Review Fee Over 2 acres - outside City limits or no bldg permit	((~~$1036.00~~)) $1,071.00
Storm Sewer Review ((~~- in accordance with subsection (A) above.~~)) • In accordance with the Job Value Fees associated with this Private Construction Plan Review Fee subsection.	((~~No Charge~~))
Waiver or Variance Review	((~~$119.00~~)) $123.00
Site Development Plan Review	((~~$259.00~~)) $268.00
Traffic Impact Analysis Review Fee	((~~$208.00~~)) $215.00
Hydraulic Analysis Review Fee	((~~$601.00~~)) $622.00
(Engineering) Private Construction Inspection Fee Table:	**Fee Amount**
$1 - $5,000 Job Value Fee	$500.00
$5,001 - $10,000 Job Value Fee	$1,000.00
$10,001 - $50,000 Job Value Fee - Base	$1,000.00
$10,001 - $50,000 Job Value Fee - Variable for each $1,000 over $10,000	$25.00
$50,001 - $100,000 Job Value Fee - Base	$2,000.00
$50,001 - $100,000 Job Value Fee - Variable for each $1,000 over $50,000	$20.00
$100,001 - $500,000 Job Value Fee - Base	$3,000.00
$100,001 - $500,000 Job Value Fee - Variable for each $1,000 over $100,000	$15.00
$500,001 - $1,000,000 Job Value Fee - Base	$9,000.00
$500,001 - $1,000,000 Job Value Fee - Variable for each $1,000 over $500,000	$10.00
Over $1,000,000 Job Value Fee - Base	$14,000.00
Over $1,000,000 Job Value Fee - Variable for each $1,000 over $1,000,000	$5.00
Non-Typical, Specialty Project Inspection	((~~$119.00~~)) $123.00
Non-Typical, Specialty Project Overtime Inspection	1.5x the Inspection Fee(s)
Non-Typical, Specialty Project Survey Crew Inspection	((~~$119.00~~)) $123.00
Non-Typical, Specialty Project Survey Crew Overtime Inspection	1.5x the Inspection Fee(s)
Multi-Family Housing Property Tax Incentive Program	**Fee Amount**
Multi-Family Tax Exemption (MFTE) Application	$1,000.00
MFTE Extension Application	$1,000.00
MFTE Final Certificate	$2,000.00
MFTE Final Certificate Conversion from 12 to 8 year	$500.00

Shorelines Management	**Fee Amount**
$2,500 - $10,000 Project Value Fee	((~~$1,243.00~~)) $1,286.00
$10,001 - $50,000 Project Value Fee	((~~$1,657.00~~)) $1,714.00
$50,001 - $250,000 Project Value Fee	((~~$3,106.00~~)) $3,212.00
$250,001 - $1,000,000 Project Value Fee	((~~$6,005.00~~)) $6,211.00
Over $1,000,000 Project Value Fee - Base	((~~$7,248.00~~)) $7,496.00
Over $1,000,000 Project Value Fee - Variable	0.1% of project valuation
Variance Fee	((~~$2,382.00~~)) $2,464.00
Conditional Use Fee	((~~$2,071.00~~)) $2,142.00
Pre-Submittal Review	((~~$622.00~~)) $643.00
Shoreline Exemption Fee	((~~$622.00~~)) $643.00
Permit Amendment Fee	80% of fee in this schedule
Plats	**Fee Amount**
One-Year Extension of Preliminary Plat Approval	((~~$518.00~~)) $536.00
Phasing of Approved Preliminary Plat	((~~$622.00~~)) $643.00
Vacation of Approved Preliminary Plat	((~~$829.00~~)) $857.00
Final Long Plat - Base	((~~$3,422.00~~)) $3,539.00
Final Long Plat - Additional fee per lot	((~~$30.00~~)) $31.00
Alteration of Approved Preliminary, Final Long Plat or BSP	80% of fee in this schedule
Final Short Plat Filing Fee	((~~$2,352.00~~)) $2,433.00
Final Short Plat Filing Fee - Additional fee per lot	((~~$30.00~~)) $31.00
Final Short Plat Filing Fee with Minor Engineering Review	((~~$350.00~~)) $362.00
Final Short Plat Filing Fee with Minor Engineering Review - Additional fee per lot	((~~$30.00~~)) $31.00
Final Binding Site Plan	((~~$3,075.00~~)) $3,180.00
Final Binding Site Plan - fee per additional acre	((~~$30.00~~)) $31.00
Boundary Line Adjustment Filing Fee	((~~$384.00~~)) $397.00
Street Name Change	((~~$2,589.00~~)) $2,678.00
Use of Planning Staff Not Covered by Plat Fees	((~~$119.00~~)) $123.00
Concurrency Inquiry Application	((~~$208.00~~)) $215.00
Zoning	**Fee Amount**
Staff Preparation of Notification Map and Associated Documents	((~~$215.00~~)) $222.00

Type I Application	((~~$1,124.00~~)) $1,163.00
Type II Application	((~~$4,478.00~~)) $4,631.00
Type II Application - per additional acre	((~~$62.10~~)) $64.20
Type II Application with Minor Engineering Review	((~~$1,124.00~~)) $1,163.00
Type III Application	((~~$4,752.00~~)) $4,915.00
Type III Application - per additional acre	((~~$223.00~~)) $231.00
Site Plan Review and/or Modification	((~~$844.00~~)) $873.00
Site Plan Review and/or Modification - per additional 10 acres	((~~$570.00~~)) $590.00
Planned Unit Development (PUD) Bonus Density	((~~$912.00~~)) $943.00
Final PUD	((~~$3,412.00~~)) $3,529.00
Temporary Use Permit	((~~$699.00~~)) $723.00
Floodplain Development Permit	((~~$1,180.00~~)) $1,220.00
Floodplain Development Permit -per additional acre	((~~$57.00~~)) $59.00
Formal Written Interpretation of Zoning Code	((~~$753.00~~)) $779.00
Public Hearing for Other Matters	((~~$1,962.00~~)) $2,029.00
Use of Planning Staff Not Covered by Above Fees - Hourly	((~~$119.00~~)) $123.00
Zoning Verification Letter	((~~$119.00~~)) $123.00
Design Review	**Fee Amount**
Design Review by Urban Design Staff	$600.00
Design Review by Design Review Board	$1,275.00
Comprehensive Plan and Land Use Code Amendments	**Fee Amount**
Threshold Review Fee	((~~$500.00~~)) $517.00
Comp Plan, Map, Text, or other Land Use Code Amendment - Base	((~~$7,000.00~~)) $7,240.00
Comp Plan, Map, Text, or other Land Use Code Amendment - Variable per additional 10 acres	((~~$1,075.00~~)) $1,112.00
Use of Planning Staff Not Covered by Above Fees	((~~$119.00~~)) $123.00
Formal Written Interpretation of Comp Plan	((~~$1,075.00~~)) $1,112.00
Short Term Rental License Fee	
Registration for STR - Residential Zone - Application	$260.00((~~$207.00~~))
Registration for STR - Residential Zone - Renewal	$130.00((~~$103.00~~))
Registration for STR - Other Zone - Application	$390.00((~~$310.00~~))
Registration for STR - Other Zone - Renewal	$195.00((~~$155.00~~))
Temporary Disaster Housing Program	**Fee Amount**
Emergency Encroachment Permit	$0.00

Temporary Disaster Housing Program Registration	$0.00
• No City land use application, zoning review, temporary-use permit, registration, or similar administrative processing fee shall be charged for a Temporary Disaster Housing Registration or an Emergency Encroachment Permit	

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 11/11/2026

Date Rec'd	10/7/2026		
Clerk's File #	RES 2026-0078		
Cross Ref #			
Project #			
Submitting Dept	DEVELOPMENT SERVICES	**Bid #**	
Contact Name/Phone	ELDON BROWN 6305	**Requisition #**	
Contact E-Mail	EBROWN@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	RESOLUTION TO SET HEARING - VACATING PORTIONS OF DALTON AVE & OAK		

Agenda Wording

Resolution to set Hearing for the right-of-way vacation of portions of Dalton Ave and Oak Street

Summary (Background)

Property owners adjacent to these portions of right-of-way have petitioned City Council for a vacation. The existing ROW is unimproved and the property owners wish to vacate in order to accommodate future housing across the site. Resolution to set Hearing - 11/11/26 Public Hearing - 12/16/2026

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

Amount		**Budget Account**
Revenue	**$** 157,180.56	**#** 0320-49199-99999-39510
Select	**$**	**#**
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	PALMQUIST, TAMI		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	DUGGAN, ANDI		
For the Mayor	PICCOLO, MIKE		

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R E S O L U T I O N 2026-0078

WHEREAS, on July 14, 2026, the Spokane City Council received a petition for the vacation of portions of Dalton Avenue, Oak Street, and an adjacent alleyway, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting Dalton Avenue, Oak Street, and an adjacent alleyway, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

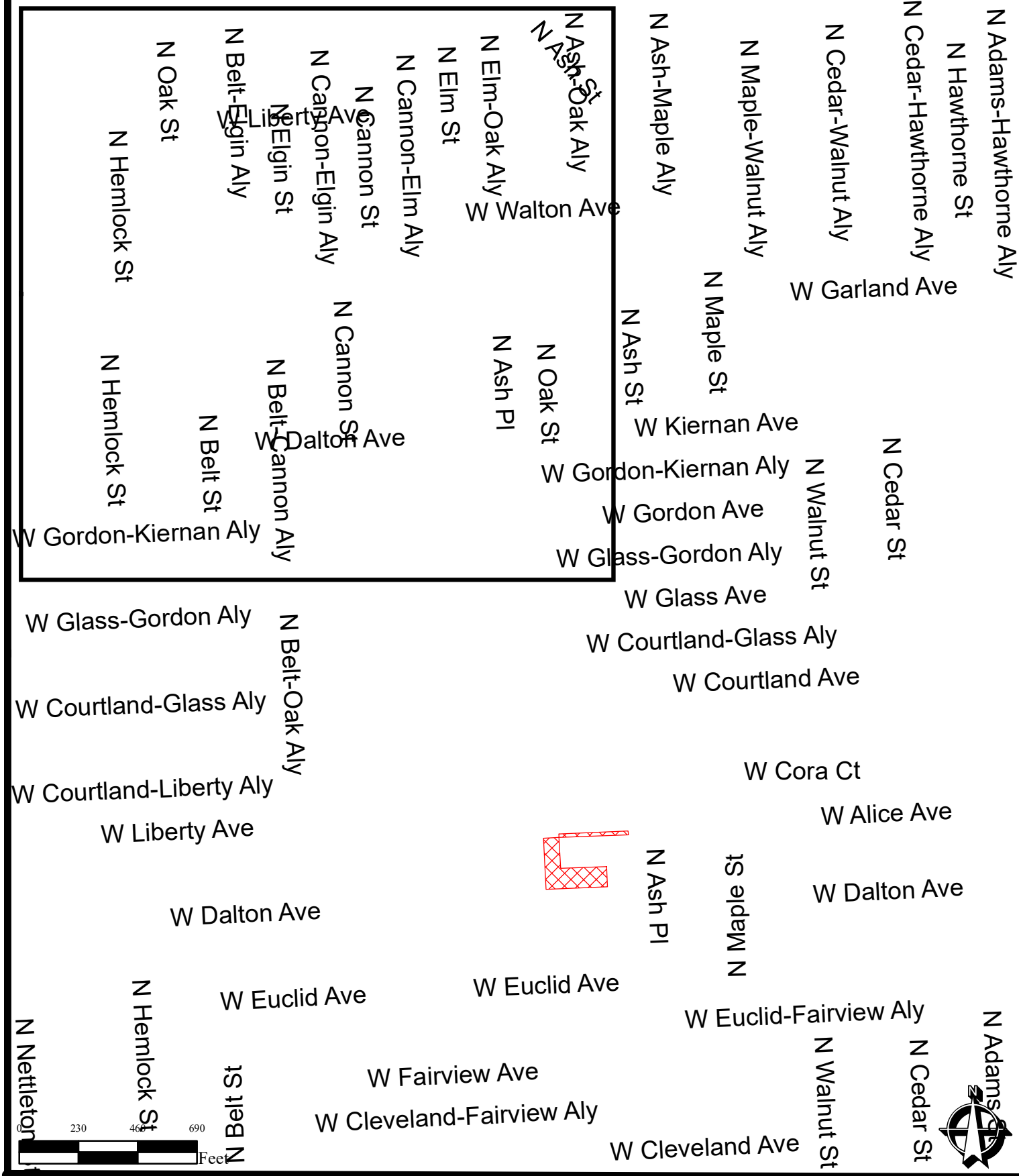
That hearing on the petition to vacate Dalton Avenue, Oak Street, and an adjacent alleyway, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **December 16, 2026**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

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

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney



Portions of Right-of-Way Applied for
1) - Alley in Block 21 of Spring Hill Addition
2) - Oak St between the S line of the Alley in Block 21 and the S line of Dalton Ave
3) - Dalton Ave between the E line of Oak St and the E line of Lot 10 of Block 21

Legend

Proposed Vacation

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

Printed by: edjohnson Print date: 7/14/2026

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 11/11/2026

Date Rec'd	10/7/2026		
Clerk's File #	RES 2026-0079		
Cross Ref #			
Project #			
Submitting Dept	FINANCE & ADMINISTRATION	**Bid #**	
Contact Name/Phone	MATT BOSTON X6820	**Requisition #**	
Contact E-Mail	MBOSTON@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	ZZAPPONE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	GENERAL FUND SIP LOAN		

Agenda Wording

A resolution of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed $4,011,000; establishing interfund loan facilities from the Spokane Investment Pool to finance the repayment of a one-time interfund transfer from the Development Services Fund to the General Fund and pay certain bond issuance costs.

Summary (Background)

The State Auditor's Office, during the 2025 financial statements audit, determined the transfer from Development Services to the General Fund in the amount of $4M is impermissible. The City has decided to reverse the transfer and turn it into a SIP loan instead.

What impacts would the proposal have on historically excluded communities?

N/A - this is authorizing a financial tool

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 is authorizing a financial tool

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

N/A - this is authorizing a financial tool

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 - this is authorizing a financial tool

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget?	NO
Total Cost	**$** $4,011,000
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

This resolution establishes the SIP loan.

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

Funding Source	One-Time
Funding Source Type	Reallocation

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	STRATTON, JESSICA		
Division Director	STRATTON, JESSICA		
Accounting Manager	DANIELS, DERREK		
Legal	DUGGAN, ANDI		
For the Mayor	PICCOLO, MIKE		

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sneal@spokanecity.org	

CITY OF SPOKANE, WASHINGTON

DEVELOPMENT SERVICES

LIMITED TAX GENERAL OBLIGATION BOND
SERIES 2026 (TAXABLE)

RESOLUTION NO. 2026–0079

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed $4,011,000; establishing interfund loan facilities from the Spokane Investment Pool to finance the repayment of a one-time interfund transfer from the Development Services Fund to the General Fund and pay certain bond issuance costs; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

ADOPTED NOVEMBER 11, 2026

PREPARED BY:

KUTAK ROCK LLP
Spokane, Washington

CITY OF SPOKANE, WASHINGTON

DEVELOPMENT SERVICES
LIMITED TAX GENERAL OBLIGATION BOND
SERIES 2026 (TAXABLE)

TABLE OF CONTENTS*

Section 1. Definitions. 2
Section 2. Rules Of Interpretation 3
Section 3. The Financing. 3
Section 4. Authorization And Description Of Bond. 4
Section 5. Sale Of Bond. 4
Section 6. Application Of Bond Proceeds. 4
Section 7. Pledge Of Funds And Credit. 5
Section 8. Registration And Payments. 5
Section 9. Execution And Authentication Of Bond. 5
Section 10. Form Of Bond. 5
Section 11. Ongoing Disclosure. 8
Section 12. Prior Acts. 8
Section 13. Severability. 8
Section 14. Effective Date. 8

* This Table of Contents and the cover pages are not a part of the following Resolution and are included only for the convenience of the reader.

CITY OF SPOKANE, WASHINGTON

RESOLUTION NO. 2026 –____

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed $4,011,000; establishing interfund loan facilities from the Spokane Investment Pool to finance the repayment of a one-time interfund transfer from the Development Services Fund to the General Fund and pay certain bond issuance costs; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

RECITALS

WHEREAS, the City of Spokane (the "**City**") Development Services provides permitting, plan review and inspection services for development and construction projects within the City; and

WHEREAS, pursuant to RCW 82.02.020 the City charges independently validated, cost-based fees for certain services, which are deposited into the City's Development Services Fund (the "**Development Services Fund**"); and

WHEREAS, an unanticipated, undesignated and nonrecurring surplus accrued within the Development Services Fund and a one-time transfer of $4,000,000 (the "**Transfer**") was included in the City's adopted 2025–2026 biennium budget; and

WHEREAS, the Washington State Auditor's Office determined the Transfer from the Development Services Fund to the General Fund was impermissible and the City intends to reverse the Transfer; and

WHEREAS, the City does not presently have funds on hand in an amount necessary to fund the reversal of the Transfer from the General Fund to the Development Services Fund and to pay certain bond issuance costs (the "**Financing**"), and the City Council of the City (the "**City Council**") desires to provide a source of funding for the Financing; and

WHEREAS, pursuant to chapters 35.22, 39.36 and 39.46 RCW and Article XIII of the City Charter, the City is authorized to issue general obligation bonds for the purpose of the Financing; and

WHEREAS, RCW 35.39.030(4) and Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments ("**Investment Policy**") authorize the City Treasurer to invest in general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy; and

WHEREAS, the City now desires to authorize the issuance of its Development Services Limited Tax General Obligation Bond, Series 2026 (Taxable) in the aggregate principal amount of not to exceed $4,011,000 (the "**Bonds**") to the Spokane Investment Pool (the "**SIP**") to be used for the Financing; and

NOW THEREFORE, BE IT RESOLVED by the City Council as follows:

SECTION 1. DEFINITIONS. As used in this Resolution the following words shall have the following meanings:

Asset Management Fund means the City's existing special fund into which all revenues collected for and allocated to the payment of the principal and interest on the Bond shall be deposited into a separate account for such purpose; and into which the principal proceeds received from the sale and delivery of the Bond shall be paid into a separate account within such fund and used to pay the costs of the Financing.

Bond means the City of Spokane Development Services Limited Tax General Obligation Bond, Series 2026 (Taxable), issued pursuant to this Resolution in the principal amount of not to exceed $4,011,000.

Bond Owner or ***Registered Owner*** means the City of Spokane, as payee, for the benefit of the Spokane Investment Pool.

Bond Registrar means the Treasurer or any successor appointed by the Treasurer.

City means the City of Spokane, Spokane County, Washington, a first-class charter city duly organized and existing under the laws of the State of Washington and its City Charter.

City Council means the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

Financing means funding the reversal of the Transfer from the General Fund to the Development Services Fund and the payment of the costs of issuing the Bonds.

Maturity Date means a date established by SIP upon purchase of the Bond, in conformance with the semi-annual payment dates for the Bond, provided, such date shall not exceed the date that is five years from the date of issuance of the Bond.

Permitted Investments means any investments of City funds permitted under the laws of the State of Washington or the City's Investment Policy as amended from time to time.

Resolution means this Resolution, which authorizes, among other things, the City to issue the Bond.

SIP means the Spokane Investment Pool.

SIP Internal Lending Rate means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated on the first day of the month in which the Bond is issued, as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%).

Treasurer means the Treasurer of the City, or any successor to the functions of the Treasurer.

SECTION 2. RULES OF INTERPRETATION. In this Resolution, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Resolution, refer to this Resolution as a whole and not to any particular article, section, subdivision or clause hereof, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this Resolution;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several Sections of this Resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Resolution, nor shall they affect its meaning, construction or effect; and

(e) All references herein to "sections" and other subdivisions or clauses are to the corresponding sections, subdivisions or clauses hereof.

SECTION 3. THE FINANCING.

The City has identified the need to fund the reversal of the Transfer from the General Fund to the Development Services Fund and to pay certain bond issuance costs (the "**Financing**"), as more specifically set forth in the Recitals to this Resolution. The City hereby approves such Financing. The Financing will be undertaken as directed by the Mayor, City Council or their designees from time to time. The City intends to repay the costs of such Financing, initially financed with the Bonds, with legally available funds.

SECTION 4. AUTHORIZATION AND DESCRIPTION OF BOND.

To provide funds for the Financing, the City shall issue a single taxable limited tax general Obligation Bond of the City to the SIP in the principal amount of not to exceed $4,011,000 for the Bond to document and secure an interfund loan facility with the SIP of not to exceed $4,011,000.

The Bond shall be dated as of the date of delivery to the SIP, shall be in the denomination of not to exceed $4,011,000, shall be fully registered as to principal and interest, shall be numbered in such manner and with any additional identification as the Bond Registrar deems necessary for identification, and shall mature on the Maturity Date. Interest on the Bond shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Bond shall be amortized to create approximately level debt service based on semi-annual payments of principal and interest, on payment dates established by the SIP, with final payment of all principal and all accrued interest on the Maturity Date.

The Bond shall bear interest at the applicable SIP Internal Lending Rate. The Bond shall be amortized to create approximately level debt service based on semi-annual payments of principal and interest, with final payment of principal and all accrued interest on the Maturity Date, which final payment may be a balloon payment. The SIP shall provide an amortization schedule detailing the principal and interest payment amounts and dates, including the Maturity Date, and attach such schedule as Exhibit A to the Bond.

SECTION 5. SALE OF BOND.

(a) *Approval of Sale.* The City Council hereby approves the SIP's offer to purchase the Bond to establish and secure an interfund loan on the terms set forth in this Resolution. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bond to the City of Spokane for the benefit of the SIP.

(b) *Prepayment.* At the option of the City, or upon demand of the SIP, the Bond may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal. No notice of prepayment to the Registered Owner is required. Interest on prepaid principal shall cease to accrue on the date of prepayment.

SECTION 6. APPLICATION OF BOND PROCEEDS.

The proceeds of the interfund loan secured by the Bond shall be expended to pay the costs of the Financing as authorized herein. The net proceeds of the Bond shall be deposited into the Asset Management Fund to provide for the payment of costs of the Financing and expenses incidental thereto. The Treasurer may invest any funds in the Asset Management Fund temporarily in Permitted Investments that will mature prior to the date on which such money shall be needed. Earnings on such investments shall accrue to the benefit of the Asset Management Fund.

SECTION 7. PLEDGE OF FUNDS AND CREDIT.

To pay principal of and interest on the Bond as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit legally available funds into the Asset Management Fund in amounts sufficient to pay when due the principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

SECTION 8. REGISTRATION AND PAYMENTS.

The Treasurer shall act as authenticating agent, paying agent and registrar for the Bond (collectively, the "**Bond Registrar**"). Both principal of and interest on the Bond shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bond shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bond shall be paid upon presentation and surrender of the Bond to the Bond Registrar. The Bond is not transferable.

SECTION 9. EXECUTION AND AUTHENTICATION OF BOND.

The Bond shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and the seal of the City shall be impressed thereon.

Only a Bond that bears a Registration Certificate in the form set forth in Section 10 hereof, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution. Such Registration Certificate shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered hereunder and is entitled to the benefits of this Resolution.

In case any of the officers who shall have executed the Bond shall cease to be an officer or officers of the City before the Bond shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bond may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bond shall be the proper officers of the City although at the original date of the Bond any such person shall not have been such officer of the City.

SECTION 10. FORM OF BOND.

The Bond shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. R-1 $_____

STATE OF WASHINGTON
CITY OF SPOKANE

DEVELOPMENT SERVICES
LIMITED TAX GENERAL OBLIGATION BOND
SERIES 2026 (TAXABLE)

INTEREST RATE: SIP Internal Lending Rate, as described in the Bond Resolution

MATURITY DATE: _____ 1, 20___

REGISTERED OWNER: CITY OF SPOKANE, WA for the benefit of the SPOKANE INVESTMENT POOL

TAX IDENTIFICATION #: 91-6001280

PRINCIPAL AMOUNT: _____ AND 00/100 DOLLARS

CITY OF SPOKANE, Spokane County, Washington, a municipal corporation of the State of Washington (the "City"), for value received hereby promises to pay to the Registered Owner identified above, the principal amount of this Bond, plus interest, as indicated above.

This Bond is issued under authority of Resolution No. 2026-____, adopted by the City Council on _____, 2026 (the "Bond Resolution"), to document and secure an interfund loan from the Spokane Investment Pool ("SIP") to finance the reversal of the Transfer from the General Fund to the Development Services Fund and to pay certain Bond issuance costs. Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Resolution.

Interest on the interfund loan established hereunder shall be determined as described in the Bond Resolution, shall be set at the SIP Internal Lending Rate, and shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Both principal of and interest on this Bond are payable in lawful money of the United States of America on the dates and in the amounts set forth in the amortization schedule attached hereto as Exhibit A. Upon final payment of all installments of principal and interest thereon, this Bond shall be submitted to the Treasurer of the City (the "Bond Registrar") for cancellation and surrender. Installments of principal of and interest on this Bond shall be paid by interfund transfer or by check or draft mailed on the date such principal and interest is due or by electronic funds transfer made on the date such principal and interest is due to the Registered Owner or nominee at the address appearing on the bond register.

This Bond is not transferable. This Bond is prepayable upon demand of the SIP.

The City reserves the right to prepay principal of this Bond in advance of the scheduled payments set forth in Exhibit A, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Resolution.

To pay installments of principal of and interest on the Bond as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit legally available funds into the Asset Management Fund in amounts sufficient to pay such principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Registration Certificate hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this Bond have happened, been done and performed and that the issuance of this Bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this Bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, as of the ___ day of _____, 2026.

CITY OF SPOKANE, WASHINGTON

By_____*/s/*_____
Mayor

ATTEST:

_____*/s/*_____
City Clerk

(SEAL)

CERTIFICATE OF REGISTRATION

Date of Authentication: _____, 2026

This Bond is the Development Services Limited Tax General Obligation Bond, Series 2026 (Taxable) of the City dated _____, 2026 described in the within-mentioned Bond Resolution.

TREASURER of the City of Spokane,
as Bond Registrar

By_____*/s/*_____

SECTION 11. ONGOING DISCLOSURE.

The Bond secures an interfund loan. The City has determined that the Bond is not subject to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, and the City makes no undertaking regarding ongoing disclosure with respect to the Bond.

SECTION 12. PRIOR ACTS.

All acts taken pursuant to the authority of this Resolution but prior to its effective date are hereby ratified and confirmed.

SECTION 13. SEVERABILITY.

If any provision in this Resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this Resolution and shall in no way affect the validity of the other provisions of this Resolution or of the Bond.

SECTION 14. EFFECTIVE DATE.

This Resolution shall become effective immediately upon its adoption.

[Remainder of Page Intentionally Left Blank]

Adopted this 11th day of November, 2026.

CITY OF SPOKANE
Spokane County, Washington

_____
Betsy Wilkerson, Council President

ATTEST:

_____
Clerk

_____
Mayor Lisa Brown

(SEAL)

APPROVED AS TO FORM:

_____
City Attorney

_____
Tanya L. Lawless, Bond Counsel

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/13/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/11/2026

Date Rec'd	10/5/2026
Clerk's File #	RES 2026-0080
Cross Ref #	RES 2023-0096
Project #	
Bid #	
Requisition #	

Submitting Dept	INTEGRATED CAPITAL
Contact Name/Phone	NATE SULYA 6988
Contact E-Mail	NSULYA@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Council Sponsor(s)	KKLITZKE ZZAPPONE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	RESOLUTION TO AMEND UTILITY PIPE REHAB PROGRAM

Agenda Wording

Resolution to amend the Administrative Policy 5200-23-05 pertaining to the administration of the Utility Pipe Rehab Program.

Summary (Background)

In 2023, Council approved creation of the Utility Pipe Rehab Program (formerly called the Water and Sewer Rehabilitation Program) to provide financial assistance to qualified residents in need of water or sewer system rehabilitation. SNAP was selected to administer the program via request for proposal. A summary of the changes: - Changing the name from Water Sewer Rehab Program to Utility Pipe Rehab Prgogram - Raised qualifying AMI from 80% to 150% - Introduced 15-year loan period for those at or below 80%AMI - Required new loan customers to enroll in autopay - Add language strengthening nexus between the program and environmental protection/conservation - Clarified individual project exceptions to be confirmed in writing by PW Director - Made language present-tense

What impacts would the proposal have on historically excluded communities?

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

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

n/a

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

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

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

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

Council Subcommittee Review

n/a

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

Narrative

n/a

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

Funding Source	N/A
Funding Source Type	Select

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

n/a

Expense Occurrence	Recurring

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

n/a

Approvals		**Additional Approvals**	
Dept Head	PICANCO, KEVIN		
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	DUGGAN, ANDI		
For the Mayor	PICCOLO, MIKE		

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nsulya@spokanecity.org	eraea@spokanecity.org

RESOLUTION NO. 2026-0080

A Resolution of the City of Spokane relating to the Utility Pipe Rehabilitation Program for on-site septic systems, side sewer, and water service lines.

WHEREAS, under chapters 35.92 and 35.67 RCW authorize cities to 'provide assistance to aid low-income person in connection with services' provided by municipal utilities; and

WHEREAS, the Washington State Constitution Article 8, Section 7 permits "support of the poor or infirm"; and

WHEREAS, the City of Spokane has the legal authority to operate a water system (RCW 35.92.010) and a sewerage and solid waste disposal system (RCW 35.92.020); and

WHEREAS, an estimated fifteen point six (15.6%) of persons in the City of Spokane reported an income below the poverty line in 2021 according to the US Census Bureau data and the City Council has recognized that any increase of utility rates has a profound impact on low-income customers; and

WHEREAS, these sewer and water connections and systems are a part of the aging infrastructure within the City of Spokane's Designated Service Areas and are not maintained by the City of Spokane or its Wastewater or Water Departments; and

WHEREAS, these connections and systems include: on-site septic disposal systems, sewer pipes and systems, and side sewer laterals which connect non-public property to the public sewer. Water service lines which connect a property to the public water supply system; and

WHEREAS, these connections may be in poor repair and failing that present public health concerns which can endanger the public and the environment; and

WHEREAS, City staff spend an inordinate amount of staff time each year in investigating these utility problems and educating the public and property owners on property owner responsibilities for the maintenance of such systems; and

WHEREAS, providing for assistance with repair and replacement of on-site septic systems, side sewer, water service connections, and sewers and water lines would benefit the City and its customers by minimizing City resources needed to investigate, educate residents about, and remediate the potential failures of septic and side sewer systems, to protect our drinking water source, and to comply with environmental regulations; and

WHEREAS, pursuant to Resolution 2023-0096, the City Council allocated $500,000 per year starting in 2024 and ending in 2028 to finance the Water and Sewer Rehabilitation Program and establish low interest loans and potential income-based assistance based on specific criteria and qualifications; and

WHEREAS, pursuant to said resolution, the City adopted Administrative Policy and Procedure No. 5200-23-05 to administer the Program; and

WHEREAS, the City staff recommend certain amendments to the Program; and

WHEREAS, the City Council accepts staff recommendations.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that the Public Works Division shall continue to administer the Utility Pipe Rehabilitation Program pursuant to administrative policy and procedure, as now or hereafter amended.

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

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

CITY OF SPOKANE	ADMIN 5200-23-05
ADMINISTRATIVE POLICY AND PROCEDURE – PUBLIC WORKS DIVISION	LGL 2023-0031

TITLE: Utility Pipe Rehabilitation Program Policy
EFFECTIVE DATE: December 1, 2023
REVISION EFFECTIVE DATE: XX

1.0 GENERAL

1.1 PUROPOSE

The purpose of this policy is to provide uniform operating rules and procedures for the consideration and award of financial assistance (low interest loans) for resident-owned water and sewer infrastructure projects located within the City of Spokane's service area(s).

1.2 TABLE OF CONTENTS

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

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy shall apply to the City of Spokane Division of Public Works.

3.0 REFERENCES

3.1 City Council Resolution 2023-0096

3.2 City Council Resolution 2026-XXXX

3.3 Spokane Municipal Code (SMC) §§ 13.03.0304, 13.03.0306,

13.04.1002

3.4 Revised Code of Washington (RCW) Chapters 35.67, 35.92

3.5 Washington Constitution, Article 8 § 7

4.0 DEFINITIONS

4.1 "City" refers to the City of Spokane

4.2 "Director" refers to the City's Director of Public Works

4.3 "Qualified Project" means a water or sewer infrastructure repair project which has received an initial determination and/or entered into a contract with the City for reimbursement by the Utility Pipe Rehabilitation Program Policy as applicable under the program.

4.4 "Qualified third-party administrator" “Project Administrator” or “Administrator” means the selected vendor to administer the program.

4.5 "Resident-owned" means development on private property; plot of land and not located within the city right-of-way

4.6 "Utility Pipe Rehabilitation Program Policy" also referred to as UPRP means the City program designed to provide financial assistance for costs related to resident-owned qualified projects.

5 POLICY

5.1 The policies for this program are outlined in Attachment A hereto.

5.2 The Director, in consultation with the City Attorney and the Administrator, shall develop and maintain all forms necessary to administer this program.

6 PROCEDURE

6.1 The procedures for the program are outlined in Attachment A hereto.

7 RESPONSIBILITIES

7.1 The City of Spokane Integrated Capital Management Department (ICM) shall oversee this policy.

7.2 ICM will be responsible for managing the Administrator and making program recommendations to the Director.

7.3 ICM will be responsible for updating the Director, Utility Billing Department, and City Council annually regarding the program and funding needs.

8 APPENDICES

8.1 Attachment A - Utility Pipe Rehabilitation Program Policy

Attachment A

Utility Pipe Rehabilitation Program

1. Background

Resident-owned sewer and water connections and systems are a part of the aging infrastructure within the City of Spokane's (The City or City) Designated Service Areas. Residential water and sewer connections and systems are not maintained by the City of Spokane or its Wastewater or Water Departments. These sewer connections and systems include on-site septic disposal systems, residential sewer pipes and systems, and side sewer laterals, which conveys wastewater from a residence to the public sewer. Residential water service lines are those that connect the meter to the public water supply system. Maintenance of these systems is vital to the protection of the area's natural resources, particularly the Spokane-Valley Rathdrum-Prairie Sole Source Aquifer, which serves as the primary drinking water source for Spokane utility customers and the larger general Spokane area. Property owners are responsible for the maintenance and replacement costs of these connections and systems. Costs associated with replacing these systems often are more than a low-income property owner can afford, and many require the property owner to borrow or secure a loan to cover the expense. Often, maintenance or repair of these non-publicly maintained utility connections do not qualify for financial assistance from governmental entities, such as through the City's Housing Repair Programs. The Washington State Constitution (Article 8 Sec. 10) allows for municipal corporations engaged in the sale or distribution of water, energy, stormwater, or sewer services to provide financial assistance to those who utilize those services for the conservation or more efficient use of water, energy, or stormwater or sewer services.

2. Current Policy

The City is not obligated to maintain or repair residential connections or systems. City Code requires sewer facilities to be connected to public sewer for all premises (SMC 13.03.0306); to be discharged to the Public Owned Treatment Works (POTW) or authorized on-site sewage disposal system (SMC 13.03.0302A); and to be repaired if not working properly (SMC 13.03.0312). A violation of this section requires the property owner to repair the issue and be compliant within 30 days of notification. The property owner is responsible to maintain the water service pipe connections in good repair and condition. The City has limited authority to make repairs when necessary and will charge the property owner any incurred costs (SMC 13.04.1002). There are few options for financial assistance to property owners for repairs to septic systems, side sewer connections, or water service lines.

SMC 13.03.0304 provides that no new septic systems will be installed within the City limits without a written permit from the Spokane Regional Health District and written authorization by the Director of Wastewater Management. A septic system must be connected to public sewer within the Spokane City limits on the earlier of failure, requires pumping, or within one year of new public sewer availability. Existing septic systems within 200 feet of a public sewer will be required to connect to the City's sewer system and will have a maximum of one (1) year to connect. Abandonment may only be deferred if a septic system is farther than 200 feet from a public sewer line to the property line, with written authorization from the Director of Wastewater Management.

3. Reasons to Connect to the Public System

3.1 City Municipal Code Requires Connection to Public Sewer

The Spokane Municipal Code (SMC) requires all properties to be properly connected to the public sewer, in accordance with City requirements (SMC 13.03.0306). SMC 13.03.0304 prohibits any on-site sewage disposal system if (1) public sewer is available, (2) premises are occupied by a significant industrial user, or (3) public health or safety would be adversely affected.

3.2 Public Health and Environmental Concerns

Failed septic systems, side sewer, and residential sewer systems leach human waste into groundwater, backyards, the Spokane-Valley Rathdrum-Prairie Sole Source Aquifer (Aquifer), and the Spokane River, which endangers the public and environment. The Aquifer is located under much of the City of Spokane and leaching sewage could be a possible source of contamination to our drinking water. The City of Spokane demonstrates its commitment to protecting the Aquifer through its participation in regional groups such as Aquifer Protection Area and Spokane Aquifer Joint Board, and actions such as funding this loan program to help residents convert septic systems to sewer or repair/replace other utility systems to help alleviate a possible source of contamination to our drinking water and other health hazards related to contamination.

3.3 Benefits City of Spokane

Rate payers and customers currently look to the City of Spokane for solutions when their sewer does not work or when their water service is inadequate. Often these property owners cannot afford to finance the maintenance or replacement of the system. This program is intended to minimize city resources and administrative capacity needed to investigate, educate residents about, and remediate the potential failures of septic and side sewer systems, protect our drinking water source, and comply with environmental regulations. Additionally, rehabilitating aging or broken infrastructure has a conservation benefit, leading to more efficient and reliable utility systems which is beneficial to the city and its utility customers and rate payers.

3.4 Benefits Property Owners

Septic systems or failing sewer connections can be expensive to maintain or repair. Converting or rehabilitating residential utility systems provides effective long-term cost savings, reduces maintenance costs, and improves property values for property owners. It ensures a properly functioning utility into the future.

4. Programs in Other Communities

Cities and counties across the nation continue to have challenges with on-site septic systems and residential sewer connections and systems. Several communities or utilities have established policies and programs for the rehabilitation of sewer extensions, elimination of septic systems, and repair of water lines. The motivation for these programs varies from environmental compliance to growth moratoria.

Financial assistance programs are financed by the jurisdiction in several ways:

- Costs are paid in part or full either for construction or deferring payment.
- Low-interest loans or grants.
- Costs are reimbursed through utility bills.

- Special programs provide financial assistance for low-income property owners.

5. City of Spokane's Utility Pipe Rehabilitation Program

To assist property owners who need to replace residential utilities, the City of Spokane has implemented a program that provides financial assistance to property owners who are City utility customers residing within the City of Spokane. The goal of this program is to provide an affordable option for rehabilitating or replacing water and/or sewer connections and systems in need of repair, either by deferral or, in some cases, offset of repair costs. The cost of replacing one of these systems can range from less than $5,000 to greater than $35,000. Most water and sewer disruptions occur with little forewarning and limited time to repair. The program will operate on a first-come, first-served, based on approved applications; applications will be approved as received until funds are exhausted. Both the need and success of the program will drive future funding discussions and options. The program is currently in year 2 of a five-year project, subject to available funding, but may be terminated at any time.

The Program contains these elements:

Program Management: This program is managed by a qualified third-party administrator.

Program Evaluation: The program is reviewed and evaluated on an annual basis. The review evaluates the number of projects completed, future needs, the amount of funds spent on projects, the amount of funding available for next year, and other criteria as determined. This evaluation is compiled into a report and submitted to the Director of Public Works.

Financial policies: The goal of the program is to provide interim or short-term financial assistance to the property owner that is simple to administer and simple to understand. For this reason, a low-interest loan program is recommended. Loan payments will return to the program. As repayments under the program continue, the investment from utility funds may be able to decrease over time.

Eligibility criteria: Property owner must be connected to City municipal water and sewer utility. Criteria elements may include, without limitation, the requirement of the property owner to sign a contract for repayment/terms; use of a licensed contractor; written estimates and invoices to be submitted to the City before any reimbursements; compliance with any applicable City standards, rules, and regulations; execute lien against the property, etc. A certain amount of evaluation will be needed to determine if a project meets the criteria for this program.

5.1 Financial Policies

The City of Spokane Integrated Capital Management has budgeted up to $500,000 per year, starting in 2024 and ending in 2028, to finance this program. The amount of funds available for the program will be reviewed each year in consideration of the overall utility budgets, the expected interest in the program, and the amount of loan payments received back to the program. This amount may be adjusted as necessary, during future reviews, depending on overall utility finances. Any amounts remaining at the end of a given year will roll over into the next year.

Low-interest loans

Property owners may apply for a low-interest loan from this program with an interest rate of 3%. A repayment schedule will be created for each loan based on the cost and the financial ability for repayment

by the property owner. A property owner must enter into a written agreement that stipulates they agree to a lien to be placed on the property until the loan is paid in full. Payments will be made as part of, but separate from, the monthly utility bill, and must be made by autopay. The interest rate was originally determined in relation to the typical annual utility rate increase. Additionally, the administrative burden (e.g., costs associated with modifying the utility billing system to accommodate different interest rates) of implementing anything more complex than a flat interest rate is greater any potential financial benefit. The maximum loan amount is $49,995. No single project shall exceed the funding amount previously outlined, without the express written permission from the Director of Public Works.

5.2 Eligibility Criteria

The criteria below shall determine if a project is eligible. A priority system may be needed depending on applications received and the availability of annual funds. Priority criteria shall be in accordance with public health concerns, public health and environmental protection, the location of property to available city infrastructure, project complexity, and financial need.

Qualifications

The program will be available for property owners who own and live in the home, with an Area Median Income (AMI) of 150% or less. Additionally, the property must be within the City of Spokane wastewater service area for a sewer related project and within the water service area for a water related project. Property owners with income at or below 80% AMI are eligible for a repayment term up to 180 months. Property owners above 80% AMI but at or below 150% AMU are eligible for a repayment term up to 120 months.

Property

The project must be currently connected to the City of Spokane's water or sewer systems, or in the case of septic systems, be within the City's sewer service area. The application may only be from the current property owner. Applicants are limited to currently existing, owner-occupied, single-family residences, or as otherwise determined eligible and confirmed in writing by the Public Works Director or their designee. In the future, commercial properties and multi-family housing may be considered if the need is identified and the funding is available. New construction is not eligible.

Projects

Eligible projects may include, but are not limited to:

- Crushed, broken, leaking side sewer lines
- Corroded, leaking, misaligned water service lines
- Long water service lines
- Residential sewers
- Elimination of septic systems

Eligible Costs may include, but are not limited to:

- Excavation
- Necessary on-site reroute of plumbing and associated repair
- New pipe, fitting, valves, and appurtenances
- Landscape repair
- Connection to existing sewer pipes or manholes

- Curb and sidewalk repair
- Street repair
- Permits
- Tap/Meter fees

Ineligible Costs may include, but are not limited to:

- Property enhancements or renovations unless required by Spokane Municipal Code (e.g., required to connect to newly available sewer)
- Connections for homes in new development(s)
- New sidewalk outside of the construction area

5.3 Process

The process will follow current City rules, regulations, and practices.

1. Property owner will contact the City of Spokane to report a water or sewer problem on their property.
2. City staff confirms it is not a City system problem, but a problem on the private property. Staff will provide information about next steps for the property owner, including details about this program.
3. The property owner applies for the City's program through the qualified third-party vendor.
4. The qualified third-party vendor reviews the application for income and project eligibility.
5. When the application is approved, the qualified third-party vendor will manage the selection of the contractor from the approved list and initiation of the contract.
6. The contractor pulls the required permits.
7. The contractor completes construction work.
8. The final work is inspected by City staff.
9. Loan is turned over to Utility Billing Dept. Customer enrolls in autopay.
10. Lien recorded by Administrator.
11. Loan repayment begins.

5.4 Qualified contractor required to perform work

The construction work must be performed by a licensed and bonded contractor qualified for this type of work. The qualified third-party vendor will ensure contractors on the list meet the necessary qualifications.

5.5 Funding

Residential utility repairs or replacements generally do not have a preventative maintenance schedule. Repairs or replacement is necessary soon after the problem is identified. The need for this program will vary year by year. The program will be funded annually with any unused funds carried forward to the next year. The funding amount and funds carried forward will be reviewed annually to determine the appropriate amount needed for this program.

5.6 Engagement

The City will provide information to inform those community members that are most likely to be eligible. The City will produce an educational flyer that provides an overview of the types of repairs that may be necessary, details of the program, and steps of the process. The flyer will be used for community

engagement, available on the City's Utility Billing webpage, and translated into different languages as appropriate/needed. In additional, the flyer will be shared with the following:

- Neighborhood community centers
- Martin Luther King, Jr Community Center
- Neighborhood Councils
- Resettlement programs such as World Relief and Refuge Connections Spokane
- Non-profit organizations such as Asian Pacific Islander Coalition and Latinos en Spokane
- Qualified contractors on the approved list

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 11/11/2026

Date Rec'd	10/5/2026
Clerk's File #	RES 2026-0081
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING SERVICES
Contact Name/Phone	AMANDA BECK X6414
Contact E-Mail	ABECK@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Council Sponsor(s)	ZZAPPONE PDILLON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	RESOLUTION SETTING THE DOWNTOWN PBIA 2027 ASSESSMENT HEARING

Agenda Wording

A resolution setting the assessment roll hearing for the Downtown Parking and Business Improvement Area and providing notice of the 2027 assessments for property owners.

Summary (Background)

The Downtown PBIA, commonly referred to as the Downtown Business Improvement District (DBID), was established in 1995 to provide a variety of programs and services in the downtown district, including security ambassadors, marketing and promotions, parking and transportation programs, maintenance services, special events, and economic development support. The Downtown Spokane Partnership (DSP) administers and operates these programs through a contract with the City of Spokane, on behalf of the Downtown Ratepayer Advisory Board. An annual management plan and budget outline the proposed programs, services, and expenditures necessary in administration of the BID as modeled on the projected 2027 Assessment. Chapter 04.31 SMC sets forth the annual process for assessing and collecting assessments from ratepayers within the district. The annual process includes the following steps: • City Council sets an assessment roll hearing date by resolution; • City staff and the BID manager prepare the annual assessment roll based on tax assessment information from the Spokane County Assessor's Office and formulas established in Chapter 04.31 SMC; • The City mails notice to property owners identified on the assessment roll at least fifteen days prior to the hearing; • The City Council approves an assessment roll at the hearing; • City staff carry out billing and collection of annual assessment payments; and • The BID manager carries out the programs and services outlined in their annual management plan and budget in support of the ratepayers.

What impacts would the proposal have on historically excluded communities?

Administration and management of the Downtown PBIA is conducted by the BID Manager, the Downtown Spokane Partnership (DSP). In administering the BID contract, the Downtown Spokane Partnership is tasked with assisting existing and potential businesses that want to be located with the Downtown BID, and this can include women and minority owned businesses that benefit from an entity that manages district-wide marketing and events to attract customers that support local Spokane businesses. Ratepayer Board positions are designated by geography, business, and property type to ensure that a variety of interests are well

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 BID Manager completes an annual management plan as part of the annual special assessment process, which includes information on how the BID serves ratepayers. No specific information is broken down by racial, gender identity, or other metrics at this time. Feedback from ratepayers to the Downtown Ratepayer Advisory Board is one avenue through which both the City and DSP know if ratepayers believe they are receiving services commensurate with the collected special assessment.

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

Effectiveness of the proposed changes would be collected annually during the special assessment process, and as analyzed in the annual management plan DSP completes as the BID manager. The ability to maintain, or expand, services as funded through the special assessments would be a positive indicator that the BID is self-sufficient. The BID also works with StartUp Spokane to collect Placer.ai data on foot traffic for events and promotion of the district.

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?

Programs administered by the DSP support several strategies in the recently updated Spokane Downtown Plan, such as energize streets and alleys that are activated for pedestrians (Live by Five, 509 Day, Festa Italiana, etc.) and supporting existing and emerging businesses downtown (Strategy LWP2.3). The Downtown BID aligns with the vision and values of Comprehensive Plan Chapter 7, Economic Development, and policy ED 1.2. This resolution sets the hearing for the ordinance that confirms and approves the special assessment for 2024, thereby ensuring the Downtown BID has the funds to provide ratepayer services established in their contract which supports economic development focused specifically on downtown, a cultural and commercial

Council Subcommittee Review

Fiscal Impact

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

Narrative

The Downtown PBIA is meant to be self-funding through the collection of the special assessments. This expansion should not materially add to city staffing needs.

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

Funding Source	Recurring
Funding Source Type	Program Revenue

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

A PBIA is set up to fund specific services for its geographic area above and beyond the baseline services provided by the City.

Expense Occurrence	N/A

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

Approvals		Additional Approvals	
Dept Head	GARDNER, SPENCER		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	DUGGAN, ANDI		
For the Mayor	PICCOLO, MIKE		

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RESOLUTION NO. 2026-0081

A Resolution setting the assessment roll hearing for the Downtown Parking and Business Improvement Area and providing notice of the 2027 assessments to property owners.

WHEREAS, on June 5, 1995, upon presentation of a petition from downtown property owners representing sixty percent or more of the property assessments, the Spokane City Council, with the Downtown Spokane Development Association, d.b.a. the Downtown Spokane Partnership, established the Downtown Parking and Business Improvement Area as approved by Ordinance C31392; and

WHEREAS, the Downtown Parking and Business Improvement Area was created to provide for the levy of special assessments upon businesses, multifamily, and mixed-use properties within the PBIA for the purpose of enhancing conditions for the operations of those businesses; and

WHEREAS, City Council renewed and expanded the Downtown Spokane Parking and Business Improvement Area (PBIA), and amended Chapter 04.31 SMC, on November 12, 2001, pursuant to Resolution 2001-0073 and Ordinance C32923; and

WHEREAS, special assessments shall be collected by the City on an annual basis and deposit in the Downtown Parking and Business Improvement Area Fund, and expenditures from the fund are used exclusively for the purposes specified in SMC 04.31.030, as implemented by the annual management plan and budget

WHEREAS, through this Resolution the City Council intends to provide notice that there will be a hearing on the assessments levied upon properties within the Downtown PBIA and the 2027 Assessment Roll.

NOW THEREFORE, it is hereby resolved by the Spokane City Council:

1. The City Council will consider the 2027 Assessment and Assessment Roll as a board of equalization for the purpose of considering objections or comments made thereto, or any part thereof, and may correct, revise, raise, lower, change or modify such roll, or any part thereof, or set aside such roll and order that such assessment be made de novo, or take such other action as the circumstances may warrant, including confirmation of the assessment rolls.

2. Pursuant to Chapter 04.31 SMC and RCW 35.87A, notice is hereby given that the assessment roll for properties within the Downtown Parking and Business Improvement Area will be on file in the Office of the City Clerk on November 2, 2026, and are open for public inspection.

3. The City Council has fixed December 2, 2026, at 6:00 p.m., or as soon thereafter as practicable, as the time and place for the public hearing upon said assessment, assessment roll, and management plan and budget.

4. The City Council declares its intent to impose special assessment in a manner that measures special benefits from each of the purposes. The special assessments finance the PBIA programs and budget, as approved by the City Council.

5. All persons who may desire to object to the assessment roll shall make their objections in writing and file them with the City Clerk at or prior to the date fixed for the hearing.

   This is the only hearing held on the assessment roll, and it will be final unless appealed according to Chapter 04.31 SMC.

6. The City's Finance, Treasury and Administration Department is directed to mail, at least fifteen days before the date fixed for hearing, a notice to the businesses and property owners identified in the assessment roll, setting forth the date and time of public hearing, including the amount of special assessment.

7. The City Clerk is directed to publish notice of the hearing on the assessment roll in the Official Gazette for two consecutive weeks, the last publication being fifteen days before the date fixed for public hearing.

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

_____
City Clerk

Approved as to form:

_____
City Attorney

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 10/15/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	10/5/2026
		Clerk's File #	RES 2026-0082
		Cross Ref #	
Council Meeting Date: 11/11/2026		**Project #**	
Submitting Dept	PLANNING SERVICES	**Bid #**	
Contact Name/Phone	AMANDA BECK X6414	**Requisition #**	
Contact E-Mail	ABECK@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	ZZAPPONE PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	RESOLUTION SETTING THE EAST SPRAGUE PBIA 2027 ASSESSMENT HEARING		

Agenda Wording

A resolution setting the assessment roll hearing for the East Sprague Parking and Business Improvement Area and providing notice of the 2027 assessments for property owners.

Summary (Background)

The East Sprague PBIA, commonly referred to as the East Sprague Business Improvement District (ESBID), was established in 2016 to provide a variety of programs and services in the East Sprague/Sprague Union business district, including cleaning and greening, neighborhood beautification, district branding and marketing, and safety services. The East Sprague Business Association (ESBA) administers and operates these programs through a contract with the City of Spokane, on behalf of the East Sprague Ratepayer Advisory Board. An annual management plan and budget outline the proposed programs, services, and expenditures necessary in administration of the BID as modeled on the projected 2027 Assessment. Chapter 04.31C SMC sets forth the annual process for assessing and collecting assessments from ratepayers within the district. The annual process includes the following steps: • City Council sets an assessment roll hearing date by resolution; • City staff and the BID manager prepare the annual assessment roll based on tax assessment information from the Spokane County Assessor's Office and formulas established in Chapter 04.31C SMC; • The City mails notice to property owners identified on the assessment roll at least fifteen days prior to the hearing; • The City Council approves an assessment roll at the hearing; • City staff carry out billing and collection of annual assessment payments; and • The BID manager carries out the programs and services outlined in their annual management plan and budget in support of the ratepayers.

What impacts would the proposal have on historically excluded communities?

Administration and management of the East Sprague PBIA is conducted by the BID Manager, the East Spokane Business Association (ESBA). ESBA is tasked with assisting existing and potential businesses that want to be located with the PBIA, and this can include women and minority owned businesses that benefit from an entity that can manage district-wide marketing and events to attract customers that support local Spokane businesses.

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 BID Manager completes an annual management plan as part of the annual special assessment process, which includes information on how the BID serves ratepayers. No specific information is broken down by racial, gender identity, or other metrics at this time. Feedback from ratepayers to the East Sprague Ratepayer Advisory Board is one avenue through which both the City and ESBA know if ratepayers believe they are receiving services commensurate with the collected special assessment.

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

Effectiveness of the proposed changes would be collected annually during the special assessment process, and as analyzed in the annual management plan ESBA completes as the BID manager. The ability to maintain, or expand, services as funded through the special assessments would be a positive indicator that the BID is self-sufficient. The BID also works with StartUp Spokane to collect Placer.ai data on foot traffic for events and promotion of the district.

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 creation and continuation of the East Sprague PBIA achieves a large goal from the 2014 East Sprague Targeted Investment Pilot (TIP) Advisory Board's Implementation Plan, in alignment with the recommendations from the Smart Growth America technical assistance grant report on how to achieve an economically vibrant neighborhood through targeted public and private investments. This resolution of intent to expand the PBIA boundaries is in response to community input to expand the existing boundary westward. Adding more assessment generating properties without, with minimal increases to service demands, supports economic development focused specifically on the East Sprague area. This is in alignment with the vision and

Council Subcommittee Review

Fiscal Impact

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

Narrative

The East Sprague PBIA is meant to be self-funding through the collection of the special assessments. This expansion should not materially add to city staffing needs.

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

Funding Source	Recurring
Funding Source Type	Program Revenue

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

A PBIA is set up to fund specific services for its geographic area above and beyond the baseline services provided by the City.

Expense Occurrence	N/A

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

Approvals		Additional Approvals	
Dept Head	GARDNER, SPENCER		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	DUGGAN, ANDI		
For the Mayor	PICCOLO, MIKE		

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RESOLUTION NO. 2026-0082

A Resolution setting the assessment roll hearing for the East Sprague Parking and Business Improvement Area and providing notice of the 2027 assessments to property owners.

WHEREAS, on April 18, 2016, upon petition from businesses and property owners representing sixty percent or more of the property assessments, the Spokane City Council, with the East Spokane Business Association, established the East Sprague Parking and Business Improvement Area as approved by Ordinance C35377; and

WHEREAS, following the economic development work of the East Sprague Target Investment Pilot, the East Sprague Parking and Business Improvement Area was created to provide for the levy of special assessments upon businesses, multifamily, and mixed-use properties within the PBIA for the purpose of enhancing conditions for the operations of those businesses; and

WHEREAS, City Council expanded the East Sprague Parking and Business Improvement Area (PBIA) as authorized by RCW 35.87A.075, and amended Chapter 04.31C SMC, on October 28, 2026, pursuant to Resolution 2026-0069 and Ordinance C36943; and

WHEREAS, special assessments shall be collected by the City on an annual basis and deposit in the Parking and Business Improvement Districts Fund, and expenditures from the fund are used exclusively for the purposes specified in SMC 04.31C.030, as implemented by the annual management plan and budget

WHEREAS, through this Resolution the City Council intends to provide notice that there will be a hearing on the assessments levied upon properties within the East Sprague PBIA and the 2027 Assessment Roll.

NOW THEREFORE, it is hereby resolved by the Spokane City Council:

1. The City Council will consider the 2027 Assessment and Assessment Roll as a board of equalization for the purpose of considering objections or comments made thereto, or any part thereof, and may correct, revise, raise, lower, change or modify such roll, or any part thereof, or set aside such roll and order that such assessment be made de novo, or take such other action as the circumstances may warrant, including confirmation of the assessment rolls.

2. Pursuant to Chapter 04.31C SMC and RCW 35.87A, notice is hereby given that the assessment roll for properties within the East Sprague Parking and Business

Improvement Area will be on file in the Office of the City Clerk on November 2, 2026, and are open for public inspection.

3. The City Council has fixed December 2, 2026, at 6:00 p.m., or as soon thereafter as practicable, as the time and place for the public hearing upon said assessment, assessment roll, and management plan and budget.

4. The City Council declares its intent to impose special assessment in a manner that measures special benefits from each of the purposes. The special assessments finance the PBIA programs and budget, as approved by the City Council.

5. All persons who may desire to object to the assessment roll shall make their objections in writing and file them with the City Clerk at or prior to the date fixed for the hearing.

   This is the only hearing held on the assessment roll, and it will be final unless appealed according to Chapter 04.31C SMC.

6. The City's Finance, Treasury and Administration Department is directed to mail, at least fifteen days before the date fixed for hearing, a notice to the businesses and property owners identified in the assessment roll, setting forth the date and time of public hearing, including the amount of special assessment.

7. The City Clerk is directed to publish notice of the hearing on the assessment roll in the Official Gazette for two consecutive weeks, the last publication being fifteen days before the date fixed for public hearing.

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

_____
City Clerk

Approved as to form:

_____
City Attorney

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/13/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/11/2026

Date Rec'd	10/6/2026
Clerk's File #	RES 2026-0083
Cross Ref #	RES 2023-0100
Project #	
Bid #	
Requisition #	

Submitting Dept	INTEGRATED CAPITAL
Contact Name/Phone	MARK PAPICH 6310
Contact E-Mail	MPAPICH@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Council Sponsor(s)	BWILKERSON KTELIS ZZAPPONE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	RESOLUTION TO AMEND 2023 WATER SYSTEM PLAN (WSP)

Agenda Wording

Resolution to amend the City's 2023 Water System Plan to include the 2027-2032 CIP project listed in the attached Appendix 8.2 for the amended plan. Adding the 2027-2032 project list increases the eligibility of external funding for water projects.

Summary (Background)

The City is amending the 2023 Water System Plan to include the 2027-2032 CIP project list as Appendix 8.2. of the amended plan. Adding the 2027-2032 project list increases the eligibility of external funding for water projects.

What impacts would the proposal have on historically excluded communities?

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

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

n/a

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

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

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

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

Council Subcommittee Review

n/a

Fiscal Impact

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

Narrative

The City is amending the 2023 Water System Plan to include the 2027-2032 CIP project list as Appendix 8.2. of the amended plan. Adding the 2027-2032 project list increases the eligibility of external funding for water projects.

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

Funding Source	N/A
Funding Source Type	Select

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

n/a

Expense Occurrence	

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

n/a

Approvals		Additional Approvals	
Dept Head	PICANCO, KEVIN		
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	DUGGAN, ANDI		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	publicworksaccounting@spokanecity.org
tax&licenses@spokanecity.org	icmaccounting@spokanecity.org
mpapich@spokanecity.org	kpicanco@spokanecity.org
eraea@spokanecity.org	

Clerk File No. RES 2026-0083

RESOLUTION

A RESOLUTION relating to the Amendment of the City of Spokane's Water System Plan dated September 27, 2023, adopted by Spokane City Council and approved by the Washington State Department of Health to include the 6-year Capital Plan.

WHEREAS, pursuant to the State of Washington Department of Health (DOH) Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan (Water System Plan) every ten (10) years; and

WHEREAS, it is in the public interest to maintain a current Water System Plan to help ensure the continued, reliable delivery of safe drinking water at reasonable cost, protect the water resource and aquifer, facilitate economic growth, and foster coordination with adjacent water purveyors; and

WHEREAS, the Water System Plan provides guidance and planning information used by City staff in developing the 20-year capital facility plan for water (RCW 36.70A.070), financial projections for rate evaluations, and the annual Six-Year Capital Program for Water update; and

WHEREAS, DOH regulations now require Amendment of the City's Water System Plan to include the most recent list of 6-year capital projects (CIP) for 2027-2032, as a standalone attachment, a copy is attached hereto and will be entitled as "Appendix 8.2"; and

WHEREAS, Appendix 8.2 is to be incorporated by this Resolution into the City's Water System Plan and shall replace the prior CIP; and

WHEREAS, the City Council of the City of Spokane agrees that the adoption of Appendix 8.2 to be in the public interest and finds it necessary to attach to the City's approved Water System Plan on file with DOH; -- NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane that Appendix 8.2, 6-Year CIP (2027-2032 is hereby approved and shall be incorporated into the Water System Plan, on file with DOH.

Adopted and approved by City Council _____, 2026

_____

City Clerk

Approved as to Form:

_____

Assistant City Attorney

8.2 Six-Year Capital Program 2027-2032 Project List

2027-2032 6-Year CIP Projects

Project Type	Project Title	Funding Source	2027	2028	2029	2030	2031	2032	6 Year Total
Administrative Facilities	Upriver Dam Ops Facility Remodel	Utility Rates - Water Ops	$660,000	$0	$0	$0	$0	$0	$660,000
		Total	$660,000	$0	$0	$0	$0	$0	$660,000
	Water Dept. Ops Facility Maintenance and Renovation	Utility Rates - Water Ops	$4,000,000	$0	$0	$0	$0	$0	$4,000,000
		Total	$4,000,000	$0	$0	$0	$0	$0	$4,000,000
	Total		$4,660,000	$0	$0	$0	$0	$0	$4,660,000
Source Wells and Booster Stations	14th and Grand Booster Station Upgrade	Utility Rates-IC	$0	$0	$0	$0	$0	$300,000	$300,000
		Total	$0	$0	$0	$0	$0	$300,000	$300,000
	35th and Ray Booster Station Upgrade	Utility Rates-IC	$0	$0	$0	$0	$500,000	$0	$500,000
		Total	$0	$0	$0	$0	$500,000	$0	$500,000
	Asset Management Program Implementation	Utility Rates-IC	$300,000	$300,000	$300,000	$300,000	$0	$0	$1,200,000
		Total	$300,000	$300,000	$300,000	$300,000	$0	$0	$1,200,000
	Glennaire Booster Station Upgrade	Utility Rates-IC	$0	$0	$0	$0	$200,000	$4,500,000	$4,700,000
		Total	$0	$0	$0	$0	$200,000	$4,500,000	$4,700,000
	Havana Well	Utility Rates-IC	$2,000,000	$0	$0	$0	$0	$0	$2,000,000
		Total	$2,000,000	$0	$0	$0	$0	$0	$2,000,000
	Latah Booster Capacity Improvement	Utility Rates-IC	$2,000,000	$5,000,000	$1,000,000	$0	$0	$0	$8,000,000
		Total	$2,000,000	$5,000,000	$1,000,000	$0	$0	$0	$8,000,000
	Parkwater Well Station Rebuild	Utility Rates-IC	$0	$0	$0	$0	$0	$200,000	$200,000
		Total	$0	$0	$0	$0	$0	$200,000	$200,000
	Qualchan Booster	Utility Rates-IC	$0	$0	$0	$0	$0	$100,000	$100,000
		Total	$0	$0	$0	$0	$0	$100,000	$100,000
	Ray Street Well Station Update	Loan-DWSRF	$4,500,000	$2,000,000	$875,000	$0	$0	$0	$7,375,000
		Utility Rates-IC	$0	$0	$200,000	$0	$0	$0	$200,000
		Total	$4,500,000	$2,000,000	$1,075,000	$0	$0	$0	$7,575,000
	Shawnee Booster Station Rebuild	Utility Rates-IC	$3,500,000	$0	$0	$0	$0	$0	$3,500,000
		Total	$3,500,000	$0	$0	$0	$0	$0	$3,500,000
	SIA PZ to Highland PZ PRV	Utility Rates-IC	$0	$0	$0	$0	$0	$100,000	$100,000
		Total	$0	$0	$0	$0	$0	$100,000	$100,000
	Thorpe Road Booster Station #2	Utility Rates-IC	$2,700,000	$3,500,000	$1,000,000	$0	$0	$0	$7,200,000
		Total	$2,700,000	$3,500,000	$1,000,000	$0	$0	$0	$7,200,000
	Well Electric Well Station Upgrade	Utility Rates-IC	$1,000,000	$8,000,000	$8,000,000	$8,000,000	$8,000,000	$8,000,000	$41,000,000
		Total	$1,000,000	$8,000,000	$8,000,000	$8,000,000	$8,000,000	$8,000,000	$41,000,000
	Total		$16,000,000	$18,800,000	$11,375,000	$8,300,000	$8,700,000	$13,200,000	$76,375,000
Storage Systems	Eagle Ridge Reservoir #2	Utility Rates-IC	$0	$0	$0	$0	$0	$100,000	$100,000
		Total	$0	$0	$0	$0	$0	$100,000	$100,000
	Indian Trail Area Reservoir	Utility Rates-IC	$0	$0	$0	$0	$0	$500,000	$500,000
		Total	$0	$0	$0	$0	$0	$500,000	$500,000

2027-2032 6-Year CIP Projects

Project Type	Project Title	Funding Source	2027	2028	2029	2030	2031	2032	6 Year Total
Storage Systems	Mallon Reservoir #2	Utility Rates-IC	$0	$0	$0	$0	$600,000	$4,000,000	$4,600,000
		Total	$0	$0	$0	$0	$600,000	$4,000,000	$4,600,000
	Shawnee Reservoir Replacement	Utility Rates-IC	$0	$0	$0	$0	$0	$100,000	$100,000
		Total	$0	$0	$0	$0	$0	$100,000	$100,000
	Woodridge Reservoir	Utility Rates-IC	$0	$0	$0	$0	$0	$150,000	$150,000
		Total	$0	$0	$0	$0	$0	$150,000	$150,000
	Total		$0	$0	$0	$0	$600,000	$4,850,000	$5,450,000
Vehicles and Equipment	Excavation and Repair Equipment	Utility Rates - Water	$975,000	$754,000	$510,000	$840,000	$900,000	$900,000	$4,879,000
		Total	$975,000	$754,000	$510,000	$840,000	$900,000	$900,000	$4,879,000
	Light Vehicles	Utility Rates - Water	$370,000	$370,000	$310,000	$350,000	$370,000	$370,000	$2,140,000
		Total	$370,000	$370,000	$310,000	$350,000	$370,000	$370,000	$2,140,000
	Total		$1,345,000	$1,124,000	$820,000	$1,190,000	$1,270,000	$1,270,000	$7,019,000
Water Mains	12th Avenue - Deer Heights to Flint	Private	$0	$0	$0	$30,000	$400,000	$0	$430,000
		Total	$0	$0	$0	$30,000	$400,000	$0	$430,000
	1st Avenue, Maple to Bernard, Distribution Main Replacement	Utility Rates-IC	$0	$0	$0	$0	$0	$60,000	$60,000
		Total	$0	$0	$0	$0	$0	$60,000	$60,000
	27th Avenue, SE Blvd to Ray St, Main Replacement	Utility Rates-IC	$0	$0	$0	$25,000	$200,000	$0	$225,000
		Total	$0	$0	$0	$25,000	$200,000	$0	$225,000
	4th Avenue Distribution Main Replacement (Sunset to Maple)	Utility Rates-IC	$0	$0	$0	$20,000	$200,000	$0	$220,000
		Total	$0	$0	$0	$20,000	$200,000	$0	$220,000
	Austin Rd Trans Main - Five Mile Booster to Strong Storage	Utility Funds-IC	$0	$200,000	$4,000,000	$4,000,000	$4,000,000	$0	$12,200,000
		Total	$0	$200,000	$4,000,000	$4,000,000	$4,000,000	$0	$12,200,000
	Broadway Avenue, Ash to Post Street Main Replacement	Utility Rates-IC	$0	$0	$35,000	$300,000	$100,000	$0	$435,000
		Total	$0	$0	$35,000	$300,000	$100,000	$0	$435,000
	Browne's Addition Small Diam Main Replacement Program	Utility Rates-IC	$0	$0	$0	$150,000	$2,000,000	$2,000,000	$4,150,000
		Total	$0	$0	$0	$150,000	$2,000,000	$2,000,000	$4,150,000
	Cedar Hills Booster Station Rehab		$0	$0	$0	$0	$0	$200,000	$200,000
		Total	$0	$0	$0	$0	$0	$200,000	$200,000
	Coeur D'Alene & 11th to Milton Booster Station Transmission	Utility Rates-IC	$200,000	$3,000,000	$3,500,000	$0	$0	$0	$6,700,000
		Total	$200,000	$3,000,000	$3,500,000	$0	$0	$0	$6,700,000
	Eagle Ridge (Qualchan to Eagle Ridge 1)	Utility Rates-IC	$0	$0	$0	$0	$0	$100,000	$100,000
		Total	$0	$0	$0	$0	$0	$100,000	$100,000
	Flint/Greenwood/Russell Distribution Extension for PFAS Mitigation	Grant-DWSRF	$0	$1,600,000	$5,000,000	$5,000,000	$0	$0	$11,600,000
		Total	$0	$1,600,000	$5,000,000	$5,000,000	$0	$0	$11,600,000
	Freya St Transmission Main, Wellesley Ave to Francis Ave	Utility Rates-IC	$0	$100,000	$100,000	$0	$0	$0	$200,000
		Total	$0	$100,000	$100,000	$0	$0	$0	$200,000
	Future Development Upsize Water Projects	Utility Rates-IC	$250,000	$250,000	$250,000	$250,000	$300,000	$300,000	$1,600,000
		Total	$250,000	$250,000	$250,000	$250,000	$300,000	$300,000	$1,600,000

2027-2032 6-Year CIP Projects

Project Type	Project Title	Funding Source	2027	2028	2029	2030	2031	2032	6 Year Total
Water Mains	Grandview Avenue from 17th Ave to 16th Ave Water Main	Utility Rates-IC	$700,000	$0	$0	$0	$0	$0	$700,000
		Total	$700,000	$0	$0	$0	$0	$0	$700,000
	Hatch/57th Intersection (Dist Main Ext)	Utility Rates-IC	$0	$0	$0	$300,000	$0	$0	$300,000
		Total	$0	$0	$0	$300,000	$0	$0	$300,000
	Indian Trail Transmission Main (Comanche to Meadowglen Park)	Utility Rates-IC	$200,000	$4,000,000	$0	$0	$0	$0	$4,200,000
		Total	$200,000	$4,000,000	$0	$0	$0	$0	$4,200,000
	Indian Trail Transmission Main from Indian Trail Tank to Kathleen Drive Phase 1	Utility Rates-IC	$0	$500,000	$2,500,000	$2,500,000	$0	$0	$5,500,000
		Total	$0	$500,000	$2,500,000	$2,500,000	$0	$0	$5,500,000
	Latah from 14th Ave to 7th and Cannon Transmission Main Phase 3	Loan-DWSRF	$4,800,000	$0	$0	$0	$0	$0	$4,800,000
		Utility Rates-IC	$5,500,000	$0	$0	$0	$0	$0	$5,500,000
		Total	$10,300,000	$0	$0	$0	$0	$0	$10,300,000
	Latah from 7th/8th & Adams to 9th & Pine Storage	Utility Rates-IC	$0	$0	$0	$500,000	$3,000,000	$2,000,000	$5,500,000
		Total	$0	$0	$0	$500,000	$3,000,000	$2,000,000	$5,500,000
	Latah from Cannon & 7th/8th to Adams Tmain Phase 4	Utility Rates-IC	$0	$100,000	$500,000	$3,000,000	$2,000,000	$0	$5,600,000
		Total	$0	$100,000	$500,000	$3,000,000	$2,000,000	$0	$5,600,000
	Latah from Chestnut and 23rd to 14th Ave Transmission Main	Utility Rates-IC	$400,000	$3,000,000	$4,000,000	$0	$0	$0	$7,400,000
		Total	$400,000	$3,000,000	$4,000,000	$0	$0	$0	$7,400,000
	Latah from Westwood Lane to Chestnut and 23rd Ave	Utility Rates-IC	$0	$300,000	$4,000,000	$3,000,000	$0	$0	$7,300,000
		Total	$0	$300,000	$4,000,000	$3,000,000	$0	$0	$7,300,000
	Main Ave, Monroe St to Browne St	Utility Rates-IC	$0	$0	$0	$150,000	$1,500,000	$0	$1,650,000
		Total	$0	$0	$0	$150,000	$1,500,000	$0	$1,650,000
	Mallon Avenue, Monroe to Howard Main Replacement	Utility Rates-IC	$0	$0	$0	$0	$30,000	$500,000	$530,000
		Total	$0	$0	$0	$0	$30,000	$500,000	$530,000
	Maple Street Main Distribution - Dean Ave to Broadway Ave	Utility Funds-IC	$200,000	$0	$0	$0	$0	$0	$200,000
		Total	$200,000	$0	$0	$0	$0	$0	$200,000
	Mission Ave Main Distribution - Napa Street to Greene Street	Utility Funds-IC	$100,000	$0	$0	$0	$0	$0	$100,000
		Total	$100,000	$0	$0	$0	$0	$0	$100,000
	Napa Distribution Replacement (2nd to Sprague)	Utility Rates-IC	$0	$0	$30,000	$300,000	$0	$0	$330,000
		Total	$0	$0	$30,000	$300,000	$0	$0	$330,000
	North Hill Transmission Phase 1 from Kathleen and Indian	Utility Rates - Water	$0	$0	$0	$500,000	$3,000,000	$2,000,000	$5,500,000
		Total	$0	$0	$0	$500,000	$3,000,000	$2,000,000	$5,500,000
	NSC - Havana Water Impacts	Utility Rates-IC	$2,500,000	$0	$0	$0	$0	$0	$2,500,000
		Total	$2,500,000	$0	$0	$0	$0	$0	$2,500,000
	NSC - I-90 Water Crossings	WSDOT - Grant	$3,200,000	$800,000	$0	$0	$0	$0	$4,000,000
		Total	$3,200,000	$800,000	$0	$0	$0	$0	$4,000,000
	NSC - I-90 Water Utility Impacts	Grant-WSDOT	$200,000	$0	$0	$0	$0	$0	$200,000
		Total	$200,000	$0	$0	$0	$0	$0	$200,000

2027-2032 6-Year CIP Projects

Project Type	Project Title	Funding Source	2027	2028	2029	2030	2031	2032	6 Year Total
	NSC Planning from Interstate 90 to Sprague Avenue	Grant-WSDOT	$5,000	$5,000	$0	$0	$0	$0	$10,000
		Total	$5,000	$5,000	$0	$0	$0	$0	$10,000
	Palouse/Freya Roundabout	Utility Rates-IC	$250,000	$250,000	$0	$0	$0	$0	$500,000
		Total	$250,000	$250,000	$0	$0	$0	$0	$500,000
	Ray St., 17th to 11th Ave, Main Replacement	Utility Rates-IC	$0	$2,500,000	$1,000,000	$0	$0	$0	$3,500,000
		Total	$0	$2,500,000	$1,000,000	$0	$0	$0	$3,500,000
	Riverside Ave, Monroe St to Wall St.	Utility Rates-IC	$100,000	$0	$0	$0	$0	$0	$100,000
		Total	$100,000	$0	$0	$0	$0	$0	$100,000
	Riverside Distribution Improvements with CSO Project	Utility Rates-IC	$0	$400,000	$500,000	$0	$0	$0	$900,000
		Total	$0	$400,000	$500,000	$0	$0	$0	$900,000
	Spokane Falls Blvd, Post to Division Street Main	Utility Rates-IC	$60,000	$1,500,000	$700,000	$0	$0	$0	$2,260,000
		Total	$60,000	$1,500,000	$700,000	$0	$0	$0	$2,260,000
	Spotted Booster Station to Thorpe in 47th Ave	Utility Rates-IC	$150,000	$200,000	$3,000,000	$0	$0	$0	$3,350,000
		Total	$150,000	$200,000	$3,000,000	$0	$0	$0	$3,350,000
	Sprague Ave from Post St to Division St Transmission Main	Utility Rates-IC	$0	$0	$200,000	$1,000,000	$1,000,000	$0	$2,200,000
		Total	$0	$0	$200,000	$1,000,000	$1,000,000	$0	$2,200,000
	Sprague Ave Main Distribution - Lacey Street to Freya Street	Utility Funds-IC	$1,500,000	$0	$0	$0	$0	$0	$1,500,000
		Total	$1,500,000	$0	$0	$0	$0	$0	$1,500,000
	Sterling Heights Distribution Extension for PFAS Mitigation	Grant-DWSRF	$500,000	$3,000,000	$3,000,000	$2,000,000	$0	$0	$8,500,000
		Total	$500,000	$3,000,000	$3,000,000	$2,000,000	$0	$0	$8,500,000
	Sunset/Royal Distribution Extension for PFAS Mitigation	Grant-DWSRF	$1,000,000	$3,200,000	$0	$0	$0	$0	$4,200,000
		Total	$1,000,000	$3,200,000	$0	$0	$0	$0	$4,200,000
	Water Model Calibration	Utility Funds-IC	$250,000	$0	$0	$0	$0	$0	$250,000
		Total	$250,000	$0	$0	$0	$0	$0	$250,000
	West Plains New Water Service to Private (PFAS)	Utility Rates-IC	$100,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$5,100,000
		Total	$100,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$5,100,000
	Westbow Trans Main - Thomas Mallen Rd to Spotted Rd	IC-Rates	$0	$0	$0	$0	$500,000	$6,000,000	$6,500,000
		Total	$0	$0	$0	$0	$500,000	$6,000,000	$6,500,000
	Whistalks Way Transmission Main Replacement	Utility Rates-IC	$0	$0	$0	$0	$0	$100,000	$100,000
		Total	$0	$0	$0	$0	$0	$100,000	$100,000
	Total		$22,165,000	$25,905,000	$33,315,000	$24,025,000	$19,230,000	$14,260,000	$138,900,000
Water Maintenance	Belt Booster Station Rehab	Utility Rates-Water	$0	$0	$0	$0	$100,000	$5,000,000	$5,100,000
		Total	$0	$0	$0	$0	$100,000	$5,000,000	$5,100,000
	Distribution System Monitoring	Utility Rates - Water	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	$900,000
		Total	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	$900,000
	Electric Vehicles (EV) Charging Station Development	Commerce Grant	$0	$0	$0	$0	$0	$0	$0
		Utility Rates - Water	$1,000,000	$0	$0	$0	$0	$0	$1,000,000
		Total	$1,000,000	$0	$0	$0	$0	$0	$1,000,000

2027-2032 6-Year CIP Projects

Project Type	Project Title	Funding Source	2027	2028	2029	2030	2031	2032	6 Year Total
Water Maintenance	Electrical Upgrades	Utility Rates - Water	$120,000	$100,000	$0	$0	$0	$0	$220,000
		Total	$120,000	$100,000	$0	$0	$0	$0	$220,000
	FERC Part 12-D	Utility Rates-Water	$150,000	$250,000	$750,000	$100,000	$0	$0	$1,250,000
		Total	$150,000	$250,000	$750,000	$100,000	$0	$0	$1,250,000
	Fire Storage System Upgrades	Utility Rates IC	$150,000	$150,000	$0	$0	$0	$0	$300,000
		Total	$150,000	$150,000	$0	$0	$0	$0	$300,000
	Metering	Utility Rates - Water	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$15,000,000
		Total	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$15,000,000
	Onsite Chlorine Generation	Utility Rates-Water	$600,000	$600,000	$0	$0	$0	$0	$1,200,000
		Total	$600,000	$600,000	$0	$0	$0	$0	$1,200,000
	Parkwater Pump and Motor Replacements	Utility Rates - Water	$500,000	$0	$1,000,000	$500,000	$0	$0	$2,000,000
		Total	$500,000	$0	$1,000,000	$500,000	$0	$0	$2,000,000
	Part 12 D Recommended Improvement	USACE Loan	$2,950,271	$2,950,271	$0	$0	$0	$0	$5,900,542
		Utility Rates - Water	$275,568	$275,568	$0	$0	$0	$0	$551,136
		Total	$3,225,839	$3,225,839	$0	$0	$0	$0	$6,451,678
	PFAS Emergency Action	Utility Rates - Water	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$600,000
		Total	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$600,000
	Rebuild Generators #2 and #3 in Powerhouse #1	Utility Rates - Water	$3,500,000	$3,500,000	$0	$0	$0	$0	$7,000,000
		Total	$3,500,000	$3,500,000	$0	$0	$0	$0	$7,000,000
	Rebuild Generators #4 and #5 in Powerhouse #2	Utility Rates - Water	$0	$0	$3,200,000	$3,200,000	$0	$0	$6,400,000
		Total	$0	$0	$3,200,000	$3,200,000	$0	$0	$6,400,000
	Rezatec Pipe Condition Assessment	Utility Rates -IC	$150,000	$150,000	$0	$0	$0	$0	$300,000
		Total	$150,000	$150,000	$0	$0	$0	$0	$300,000
	SCADA System	Utility Rates - Water	$550,000	$250,000	$250,000	$250,000	$250,000	$250,000	$1,800,000
		Total	$550,000	$250,000	$250,000	$250,000	$250,000	$250,000	$1,800,000
	Seepage Mitigation	USACE Loan	$2,685,021	$2,685,021	$0	$0	$0	$0	$5,370,042
		Utility Rates - Water	$671,256	$671,256	$0	$0	$0	$0	$1,342,512
		Total	$3,356,277	$3,356,277	$0	$0	$0	$0	$6,712,554
	Station Building Repair	Utility Rates - Water	$250,000	$150,000	$150,000	$150,000	$150,000	$150,000	$1,000,000
		Total	$250,000	$150,000	$150,000	$150,000	$150,000	$150,000	$1,000,000
	Street Projects Water Rehabilitation/Replacement	Utility Rates - Water	$1,000,000	$1,000,000	$0	$0	$0	$0	$2,000,000
		Total	$1,000,000	$1,000,000	$0	$0	$0	$0	$2,000,000
	Tank Rehabilitation Fund	Utility Rates - Water	$675,000	$2,000,000	$0	$100,000	$1,500,000	$0	$4,275,000
		Total	$675,000	$2,000,000	$0	$100,000	$1,500,000	$0	$4,275,000
	Upriver - Powerhouse 1 & 2 Concrete Repair	Utility Rates - Water	$250,000	$0	$0	$0	$0	$0	$250,000
		Total	$250,000	$0	$0	$0	$0	$0	$250,000
	Upriver - Spillway Fence Extension	Utility Rates - Water	$65,000	$0	$0	$0	$0	$0	$65,000
		Total	$65,000	$0	$0	$0	$0	$0	$65,000

2027-2032 6-Year CIP Projects

Project Type	Project Title	Funding Source	2027	2028	2029	2030	2031	2032	6 Year Total
Water Maintenance	Upriver Dam FERC Relicensing	Water Rates - Water	$512,000	$861,000	$1,100,000	$400,000	$500,000	$250,000	$3,623,000
		Total	$512,000	$861,000	$1,100,000	$400,000	$500,000	$250,000	$3,623,000
	Upriver Dam Spillway Gate Replacement	USACE Loan	$4,000,000	$4,000,000	$4,000,000	$4,000,000	$0	$0	$16,000,000
		Utility Rates - Water	$579,550	$579,550	$579,550	$579,550	$0	$0	$2,318,200
		Total	$4,579,550	$4,579,550	$4,579,550	$4,579,550	$0	$0	$18,318,200
	Water Distribution Main Resiliency & Water Quality	Utility Rates - Water	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$3,000,000
		Total	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$3,000,000
	Water Distribution System District Metering and Pressure	Utility Rates - Water	$0	$0	$200,000	$200,000	$0	$0	$400,000
		Total	$0	$0	$200,000	$200,000	$0	$0	$400,000
	Water Facilities Backup Power Retrofit	Utility Rates - Water	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$600,000
		Total	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$600,000
	Water Infrastructure Optimization	Utility Rates - Water	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$600,000
		Total	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$600,000
	Water Resource Plan	Utility Rates-IC	$100,000	$200,000	$200,000	$0	$0	$0	$500,000
		Total	$100,000	$200,000	$200,000	$0	$0	$0	$500,000
	Water Service Replacement Program	Utility Rates - Water	$120,000	$120,000	$120,000	$120,000	$150,000	$150,000	$780,000
		Total	$120,000	$120,000	$120,000	$120,000	$150,000	$150,000	$780,000
	Total		$24,303,666	$23,942,666	$14,999,550	$13,049,550	$6,100,000	$9,250,000	$91,645,432
Total			$68,473,666	$69,771,666	$60,509,550	$46,564,550	$35,900,000	$42,830,000	**$324,049,432**

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 10/07/2026

Date Rec'd	9/9/2026
Clerk's File #	RES 2026-0070
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING SERVICES
Contact Name/Phone	COLIN QUINN- X6804
Contact E-Mail	CQUINNHURST@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Council Sponsor(s)	KKLITZKE ZZAPPONE MCATHCART
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** NO
Agenda Item Name	DIVISION STREET TRANSIT ORIENTED DEVELOPMENT (TOD) PLAN

Agenda Wording

Resolution recognizing the Division Street Transit Oriented Development (TOD) Plan, jointly developed by the City of Spokane, Spokane County, and the Spokane Transit Authority through a community-supported planning process, as guidance for strategic updates to the City's development code, zoning map, and infrastructure programming in coordination with construction of the Division Street Bus Rapid Transit route.

Summary (Background)

This cooperative plan resulted from a joint grant application between the City of Spokane, Spokane County, and the Spokane Transit Authority for funding from the Federal Transit Administration through the federal Pilot Program for Transit Oriented Development, supporting communities with planned light rail or bus rapid transit investments. This plan results from land use policy, zoning code, infrastructure and station area analysis for select station areas along the Division Street corridor to leverage upcoming bus rapid transit investments for adjacent development value.

What impacts would the proposal have on historically excluded communities?

No immediate operational impacts. Impacts occur as new development and infrastructure is programmed and budgeted consistent with this plan. This plan outlines long-term land use policies and updates to the development code.

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

This project assessed baseline conditions at focus areas, addressed transportation patterns, land use patterns, and demographic conditions. The project included multiple rounds of public engagement consisting of questionnaires, surveys, and online mapping activities, as well as public meetings and presentations. A Steering Committee made up of elected and non-elected City, County, and agency representatives from the project area provided guidance and feedback throughout the study.

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

Ongoing engagement will continue using these assessment strategies to adjust land use policies and development codes and to consider implementation strategies for proposed solutions and policy recommendations. Subsequent investments, plans, policy changes and studies will be measured using these same methods to determine changes as compared to baseline conditions. Future planning and infrastructure projects will continue seeking public input using these methods and will continue using market analysis methods to assess changes in conditions.

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

This proposal aligns with key land use policies in the City's Comprehensive Plan, as well as neighborhood and subarea plans and studies, including: Chapter 3, Land Use: • LU 2: Public Realm Enhancement • LU 3: Efficient Land Use • LU 4: Transportation o LU 4.6: Transit-Supported Development Chapter 4, Transportation: • TR 2: Transportation Supporting Land Use • TR 5: Active Transportation • TR 6: Commercial Center Access • TR 7: Neighborhood Access • TR 9: Promote Economic Opportunity Chapter 7, Economic Development: • ED 2: Land Available for Economic Activities • ED 3: Strong, Diverse, and Sustainable Economy This project also aligns with previous studies and plans conducted by the Spokane Transit Authority

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 10000
Current Year Cost	$ 5000
Subsequent Year(s) Cost	$ 5000

Narrative

This plan provides the results of a community-supported visioning process, land use policy assessment, zoning code analysis, and station area planning process for selected station areas along the Division Street corridor to plan for land use changes

Amount		Budget Account
Revenue	$ Grant award amount: $405,000	# 1360-XXXXX-99999-3XXXX-99999
Expense	$ City match: $10,00 ($5,000 in 2026 and	# 1360-XXXXX-58620-54201-99999 $405,000
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Select

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

Yes, this funding is sustainable for the one-time expense through Planning Services consultant budgeting.

Expense Occurrence	One-Time

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

In-kind staff time match.

Approvals		Additional Approvals	
Dept Head	GARDNER, SPENCER	ACCOUNTING -	BROWN, SKYLER
Division Director	GARDNER, SPENCER		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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RESOLUTION NO. 2026-0070

A resolution adopting the Division Street Transit-Oriented Development Plan.

WHEREAS, the City of Spokane has adopted a Comprehensive Plan that complies with the requirements of the Washington State Growth Management Act, including a Land Use element meeting the requirements set forth in RCW 36.70A.070(1) and a Transportation element meeting the requirements set forth in RCW 36.70A.070(6); and

WHEREAS, the City of Spokane's Comprehensive Plan Land Use element contains Policy LU 4.6 – Transit-Supported Development that encourages transit-supported development, including a mix of employment, residential, and commercial uses, adjacent to high-performance transit stops; and

WHEREAS, the PlanSpokane 2046 Periodic Update of the City of Spokane's Comprehensive Plan includes Goal GS-6.1, Transit-Oriented Development to encourage higher intensity development, a mix of employment, residential, and commercial uses, and appropriate development design in areas of existing or planned high-performance transit; and

WHEREAS, the Division Street TOD Plan is consistent with the PlanSpokane 2046 Comprehensive Plan Periodic Update planning process, growth scenarios, and draft Future Land Use Map, and the general recommendations for land use adjustments have been incorporated into the PlanSpokane 2046 Future Land Use Map and are under consideration as part of that process.

WHEREAS, the Spokane Transit Authority (STA) is implementing Bus Rapid Transit (BRT) on Division Street, a corridor-based Bus Rapid Transit system running from Downtown Spokane north through Spokane County, accessing the Riverside, East Central, Emerson/Garfield, Logan, North Hill, Nevada Heights, and Shiloh Hills neighborhood councils; and

WHEREAS, the Spokane Regional Transportation Council (SRTC) and the STA jointly led the DivisionConnects transportation and land use study, which identified Bus Rapid Transit alignment scenarios, multi-modal transportation investments and land use opportunities along the Division Street corridor; and

WHEREAS, the Spokane Transit Authority Board of Directors adopted a Locally Preferred Alternative for the Division Street Bus Rapid Transit project on April 15, 2021, Resolution # 785-21; and

WHEREAS, the Spokane Transit Authority, Spokane County and City of Spokane jointly submitted a grant application on June 21, 2021, to the Federal Transit Administration's Pilot Program for Transit-Oriented Development, NOFO # FTA-2021-004-TPE-TODP, for preparation of transit-supportive land use and infrastructure investment recommendations for the Division Street corridor; and

WHEREAS, the Federal Transit Administration (FTA) granted $405,000 to the STA, City of Spokane and Spokane County to plan for TOD at transit stations on the Division Street bus rapid transit line, the grant was accepted by the STA, City of Spokane, and Spokane County under an Interlocal Agreement, contract # OPR 2023-1071, and the award was made official on August 15, 2024, under FAIN# WA-2024-034; and

WHEREAS, representatives of the Washington State Department of Transportation (WSDOT), SRTC, STA, Spokane County and the City of Spokane issued a competitive Request for Qualifications, City of Spokane RFQu #6048-24, and selected a team led by MIG, Inc. and including Kittelson & Associates, Inc. and Leland Consulting Group, to carry out the Division Street TOD Plan; and

WHEREAS, the Division Street TOD Plan assessed existing opportunities and challenges around selected transit station areas on Division Street, and recommended policies, strategies, regulations, and investments to create transit-supportive development in Division Street station areas; and

WHEREAS, the Division Street TOD Plan supports Transit Oriented Development that ensures people experience the benefits of transit access, regardless of income, race, ethnicity, age, gender, or ability; and

WHEREAS, the Division Street TOD Plan includes an economic analysis that identified the most viable type of residential construction in the short-term and long-term, and this economic analysis of the Division Street corridor is based on market assumptions and interviews from local developers; and

WHEREAS, the Division Street TOD Plan includes a transportation analysis that identifies the most impactful intersection and corridor improvements to improve the transportation network adjacent to Division Street, and this analysis is consistent with national best practices and informed by local knowledge; and

WHEREAS, the Division Street TOD Plan includes a matrix of implementable actions for land use and urban design, economic development, and transportation both within the City of Spokane and Spokane County, while the City of Spokane retains land use authority for only those portions of the Plan pertaining to areas within City limits; and

WHEREAS, the Division Street TOD Plan will be utilized to leverage future funding for land use and transportation plans and developments adjacent to Bus Rapid Transit systems and high-performance transit lines; and

WHEREAS, the Division Street TOD Plan guides future zoning and land use designations adjacent to Bus Rapid Transit systems and high-performance transit lines by providing a model for compact development with multi-modal access; and

WHEREAS, community engagement for the Division Street TOD Plan included two public surveys and in-person public engagement including three public meetings and two rounds of pop-up tabling events at community destinations as summarized on page 5 of Appendix E: Phase 2 Community Engagement Visioning Summary; and

WHEREAS, the public meetings were held September 26, 2024, at Natural Grocer's on North Division; February 27, 2025, at Northtown Mall; and October 22, 2025 at the Wonder Building, as summarized in the Plan on page 3 of Appendix D: Phase 1 Community Engagement – Kickoff Open House and Listening Session Summary and on Page 3 of Appendix E: Phase 2 Community Engagement Visioning Summary; and

WHEREAS, partner and community engagement in the Division Street TOD Plan also included four Community Advisory Committee and Technical Advisory Committee meetings with community organizations and partner agencies as summarized in Appendix C: Technical Advisory Committee (TAC) and Community Advisory Committee (CAC) Meeting Summaries; and

WHEREAS, Neighborhood Council presentations were held at the North Hill Neighborhood Council on November 9, 2023, and at the Hillyard Neighborhood Council on May 8, 2025; and

WHEREAS, development of the Division Street TOD Plan included five plan commission workshops and one plan commission public hearing, and two City Council sub-committee presentations; and

WHEREAS, the Spokane City Plan Commission workshops were held January 8, 2025; March 12, 2025; June 11, 2025; September 10, 2025; October 8, 2025; and the Plan Commission public hearing was held on August 26, 2026, and the associated Findings & Conclusions subsequently signed by the Plan Commission president and provided for consideration to City Council; and

WHEREAS, City Council presentations were held on May 17, 2021, at the Finance & Administration Committee, on September 25, 2023, at the Public Infrastructure Environment and Sustainability sub-committee on June 3, 2024, at the Urban Experience sub-committee, and on October 23, 2023, at the Legislative Meeting of the City Council, where the Interlocal Agreement for the Division Street TOD Plan was approved;

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council recognizes the Division Street Transit-Oriented Development Plan as the city's policy framework for transit-oriented development and multi-modal access at Bus Rapid Transit station areas along Division Street, with recommendations addressing development scenarios, policies, regulations, and investments in public infrastructure to increase the potential for transit-oriented development at key station area; and

BE IT FURTHER RESOLVED that the Spokane City Council adopts the Division Street Transit-Oriented Development Plan, as shown in Attachment A, as the City of Spokane's plan for future actions to increase the City's Transit Oriented Development capacity.

Passed by the City Council this _____ day of _____ 2026.

_____
City Clerk

Approved as to form:

Assistant City Attorney

SPOKANE CITY PLAN COMMISSION
FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS
REGARDING THE DIVISION STREET TRANSIT ORIENTED DEVELOPMENT (TOD) PLAN

A Recommendation from the City Plan Commission to the City Council recognizing the Division Street Transit Oriented Development (TOD) Plan as a guide for future policy development and potential regulatory, infrastructure, and programmatic implementation measures.

FINDINGS OF FACT:

A. The City of Spokane adopted a Comprehensive Plan in 2001 that complies with the requirements of the Washington State Growth Management Act, including a land use element as well as a transportation element that is consistent with the land use element, meeting the requirements set forth in RCW 36.70A.070(2).

B. The City of Spokane has adopted a preferred alternative for the 2026 periodic update of the City's Comprehensive Plan and the Division Street TOD Plan implements this preferred alternative by including recommendations for land use, design guidelines, and implementation measures.

C. The City of Spokane land use element contains Policy LU 4.1 – Coordinate land use and transportation planning to result in an efficient pattern of development that supports alternative transportation modes consistent with the Transportation Chapter and makes significant progress toward reducing sprawl, traffic congestion, and air pollution.

D. The City of Spokane land use element contains Policy LU 4.6 – Encourage transit-supported development, including a mix of employment, residential, and commercial uses, adjacent to high-performance transit stops.

E. The Division Street TOD Plan is consistent with the PlanSpokane 2046 Comprehensive Plan Periodic Update planning process, growth scenarios, and draft Future Land Use Map, and the general recommendations for land use adjustments have been incorporated into the PlanSpokane 2046 Future Land Use Map and are under consideration as part of that process.

F. The PlanSpokane 2046 Periodic Update of the City of Spokane's Comprehensive Plan includes Goal GS-6.1, Transit-Oriented Development to encourage higher intensity development, a mix of employment, residential, and commercial uses, and appropriate development design in areas of existing or planned high-performance transit.

G. The City of Spokane transportation element contains Policy TR 2 – Maintain an interconnected system of facilities that allows travel on multiple routes by multiple modes, balancing access, mobility and place-making functions with consideration and alignment with the existing and planned land use context of each corridor and major street segment.

H. The Spokane Transit Authority (STA) is implementing Bus Rapid Transit (BRT) on Division Street, a corridor-based Bus Rapid Transit system running from Downtown Spokane north through Spokane County, accessing the Riverside, East Central, Emerson/Garfield, Logan, North Hill, Nevada Heights, and Shiloh Hills neighborhood councils.

I. The Spokane Regional Transportation Council (SRTC) and the STA jointly led the DivisionConnects transportation and land use study, which identified Bus Rapid Transit alignment scenarios, multi-modal transportation investments and land use opportunities along the Division Street corridor.

J. The Spokane Transit Authority Board of Directors adopted a Locally Preferred Alternative for the Division Street Bus Rapid Transit project in 2021.

The Spokane Transit Authority, Spokane County and City of Spokane jointly submitted a grant application to the Federal Transit Administration's Transit-Oriented Development Pilot Program for preparation of transit-supportive land use and infrastructure investment recommendations for the Division Street corridor.

K. The Federal Transit Administration (FTA) awarded a $405,000 Pilot Program for Transit-Oriented Development grant in 2021 to plan for TOD at transit stations on the Division Street bus rapid transit line, and the grant was accepted in 2023 under an Interlocal Agreement, contract #OPR 2023-1071.

L. Representatives of the Washington State Department of Transportation (WSDOT), SRTC, STA, Spokane County and the City of Spokane issued a competitive Request for Qualifications (RFQ) to conduct development of the Division Street Transit Oriented Development (TOD) Plan.

M. The RFQ led to selection of MIG, a consulting firm with expertise in planning, urban design, and community engagement, who led a team including Leland Consulting Group and Kittelson & Associates, Inc. to undertake the planning process for the Division Street corridor, assessing land use, transportation, urban design, and economic development, and on this basis provide a series of recommendations for inclusion in the PlanSpokane 2046 Comprehensive Plan update.

N. Outreach and public communication began in the Fall of 2024 and included a project web page, interactive online surveys allowing people to envision what the Division Street corridor could look like in the future, and in-person workshops in multiple phases of the project.

O. Public meetings were held September 26, 2024, at Natural Grocer's on North Division; February 27, 2025, at Northtown Mall; and October 22, 2025, at the Wonder Building, as summarized in the Plan on page 3 of Appendix D: Phase 1 Community Engagement – Kickoff

Open House and Listening Session Summary and on Page 3 of Appendix E: Phase 2 Community Engagement Visioning Summary.

P. Two rounds of pop-up tabling events at popular community destinations along the corridor informed development of the Plan, as summarized on page 5 of Appendix E: Phase 2 Community Engagement Visioning Summary.

Q. Partner and community engagement in the Division Street TOD Plan also included four Community Advisory Committee and Technical Advisory Committee meetings with community organizations and partner agencies as summarized in Appendix C: Technical Advisory Committee (TAC) and Community Advisory Committee (CAC) Meeting Summaries.

R. The Community Advisory Committee meetings were held January 7, 2025; June 5, 2025; September 24, 2025; and June 3, 2026, and included representatives of community organizations, non-profits, advocacy groups, neighborhood councils, educational institutions, employers, developers, real estate professionals, and medical institutions as summarized in the Plan in on Appendix C: Technical Advisory Committee (TAC) and Community Advisory Committee (CAC) Meeting Summaries.

S. Technical Advisory Committee meetings were held January 7, 2025; June 5, 2025; September 24, 2025; and June 3, 2026, and included representatives of WSDOT, STA, Spokane County, SRTC and various City departments including the Streets Department, Public Works, Integrated Capital Management, the Development Services Center, and City Council members, as summarized in the Plan in on Appendix C: Technical Advisory Committee (TAC) and Community Advisory Committee (CAC) Meeting Summaries.

T. The resulting Division Street TOD Plan included an economic analysis that identified the most viable type of residential construction in the short-term and long-term. This economic analysis of the Division Street corridor is based on market assumptions and interviews from local developers led by Leland Consulting Group.

U. The Division Street TOD Plan includes a transportation analysis that identifies the most impactful intersection and corridor improvements to improve the transportation network adjacent to Division Street. This transportation analysis was conducted by Kittelson & Associates, Inc. consistent with national best practices and informed by local knowledge.

V. The Division Street TOD Plan includes a matrix of implementable actions for land use and urban design, economic development, and transportation.

W. Neighborhood Council presentations were held at the North Hill Neighborhood Council on November 9, 2023, and at the Hillyard Neighborhood Council on May 8, 2025.

X. The process for the Division Street TOD Plan included five plan commission workshops and one plan commission public hearing, and two City Council sub-committee presentations.

Y. Spokane City Plan Commission workshops were held January 8, 2025; March 12, 2025; June 11, 2025; September 10, 2025; October 8, 2025.

Z. City Council presentations were held on May 17, 2021, at the Finance & Administration Committee, on September 25, 2023, at the Public Infrastructure, Environment & Sustainability Committee and on June 3, 2024, at the Urban Experience Committee, and the City Council adopted the Division Street TOD Interlocal Agreement at the Legislative Meeting of October 23, 2023.

AA. On August 26, 2026, the City Plan Commission held a public hearing on the recommendations of the Division TOD Plan. At the public hearing, the Plan Commission heard testimony on the Plan recommendations and deliberated on the proposed plan.

CONCLUSIONS:

Based upon the recommendations of the Division Street TOD Plan and associated appendices, staff analysis, agency and public comments received, and public testimony presented, the Plan Commission makes the following conclusions with respect to the Division Street TOD Plan:

1. The recommendations of this plan are consistent with the goals and purposes of the Growth Management Act.
2. Interested agencies and the public have had extensive opportunities to participate throughout the process and people desiring to comment have been given that opportunity to comment.
3. Recommendations for changes to land use and zoning districts are expected to be incorporated into the periodic update of the Comprehensive Plan currently being reviewed by the Plan Commission.

RECOMMENDATION:

In the matter of the recommendations of the Division Street TOD Plan:

As based upon the above listed findings and conclusions, by a unanimous vote, the Plan Commission takes the following actions:

(1) Recommends to City Council the **APPROVAL** of a resolution adopting the Division Street TOD Plan as the City's policy to guide future growth, development, and public investment in the Division Street TOD area.

(2) Authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Commission's findings, conclusions, and recommendation on the resolution.

Jesse Bank
Jesse Bank (Sep 8, 2026 15:17:59 PDT)

Jesse Bank, President
Spokane Plan Commission
August 26, 2026

DivisionTOD_PC Findings and Conclusion_8.28.2026_updated 9.3.26 (002)

Final Audit Report 2026-09-08

Created:	2026-09-08
By:	Emily King (eking@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAABaiJXMYqUCZ55tm98kFvSHQvSU2wxfqx

"DivisionTOD_PC Findings and Conclusion_8.28.2026_updated 9.3.26 (002)" History

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Document e-signed by Jesse Bank (jbank@spokanecity.org)
Signature Date: 2026-09-08 - 10:17:59 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.
2026-09-08 - 10:17:59 PM GMT

Adobe Acrobat Sign

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 11/11/2026

Date Rec'd	10/6/2026		
Clerk's File #	ORD C36965		
Cross Ref #			
Project #			
Submitting Dept	DEVELOPMENT SERVICES	**Bid #**	
Contact Name/Phone	TAMI 6157	**Requisition #**	
Contact E-Mail	TPALMQUIST@SPOKANECITY.ORG		
Agenda Item Type	Final Reading Ordinance		
Council Sponsor(s)	ZZAPPONE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	DSC FEE AMENDMENTS		

Agenda Wording

An Ordinance relating to fees and charges amending Chapter 08.02 of the Spokane Municipal Code.

Summary (Background)

City Council approved the new fee schedules for the DSC on December 9, 2024 that included an annual CPI increase. This year, and moving forward, Development Fees will be adopted by Public Rule.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source

Funding Source Type Select

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

Expense Occurrence	

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

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

Distribution List	
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ORDINANCE NO C36965

An Ordinance relating to fees and charges and amending sections of Chapter 08.02 of the Spokane Municipal Code.

WHEREAS, the City currently establishes and collects various development fees by incorporating them into the Spokane Municipal Code as a single amendment to Chapter 08.02; and

WHEREAS, once incorporated into the Spokane Municipal Code, any changes to the Development Fee Schedule can only be made by City Council action and a new ordinance; and

WHEREAS, the City recent adopted a process for City departments and divisions to adopt a public rule that is binding on the general public, which process may be better suited to making changes to the Development Fee Schedule than changes made by ordinance; and

WHEREAS, the City Council wishes to revise the existing Spokane Municipal Code to allow for adoption of a Development Fee Schedule by public rule;

NOW THEREFORE, the City of Spokane does hereby ordain:

Section 1. That Article I, Section 08.02.010 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.010 General Provisions

A. The City, by its fees, attempts to further the following principles:

1. Fees charged in connection with programs regulatory of private activities in the exercise of the police power shall be reasonably related to the costs and expenses of administering and enforcing the program.

2. While regulatory programs under the police power promote the general welfare of the community as a whole, the costs should, so far as reasonably possible, be borne by the persons whose activities voluntarily undertaken create the need for regulations.

3. Charges for municipal utility services should be designed to enable the utility to be self-supporting so that it operates neither at a loss requiring subsidy by the general fund, nor at a profit inuring to the benefit of the general fund. Rates should be based upon reasonable differences, including cost of service;

location of customers; cost of maintenance, operation, repair and replacement of the various parts of the system; character of service furnished; quantity and quality of service; time of use; and capital contributions made to the system by way of assessments or otherwise.

4. Some charge should be made whenever the City allows private use of public facilities or forbears collection of money owed in recognition of the premise that the City holds its moneys and property as a public trustee.

5. When a person undertakes a renovation project of a building in the central business district which involves a building that is listed on the Spokane Register as an historic building, and when a project seeks to preserve and restore the historic value and character of said building; when the City further finds that the project confers a benefit of reasonably general character to a significant part of the public, the City may waive all of the street obstruction permit fees for the project. A person may appeal the City's determination of a denial of the permit waiver to the hearing examiner.

B. Definitions.

For purposes of Chapter 08.02, the following terms shall have the meaning set forth herein unless a different meaning is expressly provided in the sections of this Chapter

1. "Amusement device" means a machine or device which provides recreation or entertainment, the outcome of which is determined to a material degree by the skill of the participant and for which a charge is made for use or play, including, without limitation, pool and billiard tables, shuffleboards, music machines, video games, pinball games, and riding devices; provided, however, that it does not mean or include any machine or device used exclusively for the vending of merchandise.

2. "Central business district" means properties located east of Cedar Street, west of Pine Street, north of Third Avenue, and south of the Spokane River.

3. "Entertainment facility" means any place of public accommodation in which amusement devices are offered or available for use or play, or in which music, dancing, or entertainment are offered or available and including teen clubs and all-ages venues.

4. "Development Fee Schedule" means that schedule of fees <u>incorporating development fees set forth in Section 08.02.012 and</u> updated annually ((~~by resolution pursuant to Section 08.02.012~~)) <u>via a Public Rule adopted pursuant to Chapter 3.14.</u>

Section 2. That Article I, Section 08.02.012 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.012 Development Periodic Fee Adjustment

A. Effective January 1, 2026, and the first January of each year thereafter, the development fees listed in Section 08.02.0220 Sidewalk Cafes, Section 08.02.0235 Parklets and Streateries, Section 08.02.030 Boiler Code, Section 08.02.031 Building Code, Section 08.02.032 Electrical Code, Section 08.02.033 Elevator Code, Section 08.02.035 Mechanical Code, Section 08.02.036 Plumbing Code, Section 08.02.037 Sewer Code, Section 08.02.0371 Water Code, Section 08.02.038 Shorelines Management, Section 08.02.039 Special Inspections and Other Fees, Section 08.02.060 Building Code, Section 08.02.061 Environmental Policy, Section 08.02.064 Plats, Section 08.02.065 Streets and Airspace, Section 08.02.0655 Private Construction Plan Review and Inspection, Section 08.02.066 Zoning, Section 08.02.0665 Design Review, Section 08.02.067 Existing Building and Conservation Code, Section 08.02.069 Comprehensive Plan and Land Use Code Amendments, Section 08.02.0696 Concurrency Inquiry Application Fee, Section 08.02.087 Appeals, Section 08.02.089 Special Permits For Oversize Or Overweight Movements, Section 08.02.0204 Building Contractors and Workers shall be adjusted by the City of Spokane Building Official for an amount equal to the Consumer Price Index for West Urban Consumers (CPI) adjustment for the previous July-to-July U.S. All City Average (CPI-U and CPI-W). The adjusted fees shall include an upper limit based on the average CPI rate over the past three years. The newly determined amount shall be rounded up to the nearest dollar and shall not exceed the calculated upper limit "average percentage". In addition, the adjusted fees shall be presented to the city council for approval <u>via a Public Rule adopted pursuant to Chapter 3.14,</u> and a copy of the approved fees filed with the city clerk and city building official before becoming effective.

B. Building permit fees shall not be included in the annual automatic adjustment because updates occur semi-annually through the International Code Council (ICC) published updates.

C. No other fee schedules shall be affected by such automatic adjustments unless expressly noted.

Section 3. That Article III, Section 08.02.0371 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.0371 Water Code

((~~The fee for a water tapping permit application is sixty-five dollars. The fee for a water meter application fee is sixty-five dollars, except if these two applications are made together, only one sixty-five dollar fee is assessed.~~)) <u>Application processing fees for water taps and meters shall be assessed in accordance with the Development Fee Schedule.</u>

Section 4. That Article VI, Section 8.02.0655 of the Spokane Municipal code is amended to read as follows:

Section 08.02.0655 Private Construction Plan Review and Inspection

A. Except for stormwater systems, the charges collected by ((~~the department of engineering~~)) Development S((~~s~~))ervices for private construction plan review are an amount based on the value of the work, as shown in the ((~~following~~))Private Construction Plan Review Fee T((~~t~~))able((~~:~~)) within the Development Fee Schedule.

((~~VALUE OF WORK~~

~~(in dollars)~~	~~FEE (in dollars)~~
~~1 - 10,000~~	~~300~~
~~10,001 - 50,000~~	~~300 plus 15 for each 1,000 over 10,000~~
~~50,001 - 100,000~~	~~900 plus 13 for each 1,000 over 50,000~~
~~100,001 - 500,000~~	~~1,550 plus 10.50 for each 1,000 over 100,000~~
~~500,001 - 1,000,000~~	~~5,750 plus 9.50 for each 1,000 over 500,000~~
~~Over 1,000,000~~	~~10,500 plus 8.75 for each 1,000 over 1,000,000~~))

B. The fee for additional review required by excessive changes, additions or revisions is billed at the City of Spokane hourly rate found in the Development Fee Schedule.

C. ((~~For p~~))Plan review fees for((~~of~~)) on-site sewer and water systems that are not associated with a City building permit (i.e. projects located outside the City limits but within the City's sewer and/or water service area) ((~~the review fees~~)) are((~~:~~)) provided in the Development Fee Schedule.((

~~1. Two hundred fifty dollars for review of an on-site water system; and~~
~~2. Two hundred fifty dollars for review of an on-site sanitary sewer system.~~))

D. Stormwater Review Fees are provided in the Development Fee Schedule based on "standard" and "complex" systems as identified within this subsection.

1. Standard Stormwater Systems.

   Stormwater systems with simple analysis using rational method with all drainage disposed of using swales and drywells only; complexity of analysis limited to use of bowstring calculation of individual swales with outflow limited to drywells (i.e., no routing analysis); no off-site drainage entering or exiting the site.((

   ~~a. Less than ten lots: Four hundred dollars plus ten dollars per lot.~~
   ~~b. Between ten lots and one hundred lots: Five hundred dollars plus ten dollars per lot.~~

~~c. Greater than one hundred lots: Seven hundred fifty dollars plus ten dollars per lot.~~
~~d. For plan review of on-site stormwater systems not associated with a City building permit the review fees are:~~
~~i. Two hundred fifty dollars for review of an on-site system for a project site two acres or less; and~~
~~ii. Five hundred dollars for review of an on-site system for a project site greater than two acres.~~))

2. Complex Stormwater Systems.

Stormwater systems requiring complex routing and analysis, or situated on slopes ten percent or greater, or receiving off-site drainage.((

~~a. Less than ten lots: Five hundred dollars plus ten dollars per lot.~~
~~b. Between ten lots and one hundred lots: Seven hundred fifty dollars plus fifteen dollars per lot.~~
~~c. Greater than one hundred lots: One thousand dollars plus fifteen dollars per lot.~~
~~d. For plan review of on-site stormwater systems not associated with a City building permit the review fees are:~~
~~i. Five hundred dollars for review of an on-site system for a project site two acres or less; and~~
~~ii. One thousand dollars for review of an on-site system for a project site greater than two acres.~~))

3. Storm Sewers.

Review fees for public or private storm sewers to be constructed in easements or City street rights-of-way are determined in accordance with ((~~subsection (A)(1) of this section~~)) the job value fee portion of the Private Construction Plan Review Fee Table in the Development Fee Schedule.

4. Waivers or Variances.

Additional charge for requested variances or waivers for inadequate “208” swale volumes or nonstandard drainage facilities or special conditions will be billed at the City of Spokane hourly rate found in the Development Fee Schedule.

E. The plan review fee for a site development permit is ((~~two hundred fifty dollars~~)) provided in the Development Fee Schedule.

F. The review fee for a traffic impact analysis is ((~~two hundred dollars~~)) set forth in the Development Fee Schedule.

G. The hydraulic analysis review fee ((~~of five hundred eighty-five dollars~~)) set forth in the Development Fee Schedule shall be paid to the ((~~w~~))Water and ((~~h~~))Hydroelectric ((~~d~~))Department((~~ for review of a hydraulic analysis~~)).

H. The charges collected by ((~~the department of engineering~~)) Development S((~~s~~))ervices for private construction inspection are an amount based on the value of the work, as shown in the ((~~following~~)) Private Construction Inspection Fee T((~~t~~))able((~~:~~)) within the Development Fee Schedule.

((~~VALUE OF WORK (in dollars) FEE (in dollars)~~

~~1 - 5,000~~	~~500~~
~~5,001 - 10,000~~	~~1,000~~
~~10,001 - 50,000~~	~~1,000 plus 25 for each 1,000 over 10,000~~
~~50,001 - 100,000~~	~~2,000 plus 20 for each 1,000 over 50,000~~
~~100,001 - 500,000~~	~~3,000 plus 15 for each 1,000 over 100,000~~
~~500,001 - 1,000,000~~	~~9,000 plus 10 for each 1,000 over 500,000~~
~~Over 1,000,000~~	~~14,000 plus 5 for each 1,000 over 1,000,000~~))

I. Non-typical specialty projects (unusual projects involving specific conditions not typically encountered) will be billed on an hourly basis. The customer may request a written estimate in advance. When the director determines hourly billing should apply, such billings will include hours for the work, additional inspections and overtime inspection at the rates provided in the Development Fee Schedule.

Section 5: Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

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

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: PIES **Date:** 10/13/2026

Committee Agenda type: Discussion

Council Meeting Date: 11/11/2026

Date Rec'd	10/7/2026		
Clerk's File #	ORD C36966		
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)	KTELIS BWILKERSON		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	LOCAL IMPROVEMENT DISTRICT CODE UPDATE		

Agenda Wording

An ordinance streamlining the City's administrative procedures for the formation of Local Improvement Districts; repealing Chapter 07.05; adopting a new Chapter 07.05A of the Spokane Municipal Code.

Summary (Background)

A local improvement district is a geographical area formed by a group of property owners who partner together to finance design and construction of capital improvements such as sidewalks, crosswalks, street pavement, and utility lines. The City of Spokane has not had a local improvement district formed for many years due to several factors including the lack of City matching funds and the complexity of forming a local improvement district. The procedures for forming local improvement districts are established in state law, but the Spokane Municipal Code adds additional administrative requirements that create additional barriers to the formation of local improvement districts. This ordinance eliminates barriers to the creation of local improvement districts by utilizing the formation procedures provided under state law and removing unnecessary requirements established in the municipal code.

What impacts would the proposal have on historically excluded communities?

N/A - This ordinance updates the City's local improvement district formation procedures.

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 ordinance updates the City's local improvement district formation procedures.

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

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

This ordinance aligns with RCW Chapters 35.43, 35.44, 35.45, 35.47, 35.48, 35.49, 35.50, 35.53, 35.54, 35.55 and 35.56.

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	MCDANIEL, ADAM		
Division Director			
Accounting Manager	DANIELS, DERREK		
Legal	DUGGAN, ANDI		
For the Mayor	PICCOLO, MIKE		

Distribution List	

ORDINANCE NO. C36966

An ordinance streamlining the City's administrative procedures for the formation of Local Improvement Districts; repealing Chapter 07.05; adopting a new Chapter 07.05A of the Spokane Municipal Code.

WHEREAS, a local improvement district is a geographical area formed by a group of property owners who partner together to finance design and construction of capital improvements such as sidewalks, crosswalks, street pavement, and utility lines; and

WHEREAS, the City of Spokane has not had a local improvement district formed for many years due to several factors including the lack of City matching funds and the complexity of forming a local improvement district; and

WHEREAS, the procedures for forming local improvement districts are established in state law, but the Spokane Municipal Code adds additional administrative requirements that create additional barriers to the formation of local improvement districts; and

WHEREAS, the City seeks to eliminate barriers to the creation of local improvement districts by utilizing the formation procedures provided under state law and removing unnecessary requirements established in the municipal code.

NOW, THEREFORE, the City of Spokane does ordain

Section 1. That Chapter 07.05 of the Spokane Municipal Code is hereby repealed.

Section 2. That there is adopted a new Chapter 07.05A of the Spokane Municipal Code to read as follows:

Chapter 07.05A Local Improvement Districts

07.05A.005 Purpose
07.05A.100 Revised Code of Washington Adopted by Reference
07.05A.110 Hearings by the Hearing Examiner
07.05A.120 Rules and Procedures

Section 07.05A.005 Purpose

A. The purpose of local improvement districts is to fund needed capital improvements such as sidewalk construction and repair, street lights, street and alley paving, and other capital improvements consistent with RCW 35.43.040.

B. Per RCW 35.43.120, local improvement districts may be initiated upon a petition signed by the owners of property aggregating a majority or more of the area within

the proposed district, provided the City may deny the creation of the local improvement district when the project is considered a substantial risk to the City.

C. Per RCW 35.43.130 and RCW 35.43.140, the City Council may adopt a resolution by majority vote to initiate proceedings for the formation of a local improvement district.

Section 07.05A.100 Revised Code of Washington Adopted by Reference

RCW Chapters 35.43, 35.44, 35.45, 35.47, 35.48, 35.49, 35.50, 35.53, 35.54, 35.55 and 35.56 RCW, and all subsequent amendments thereto are adopted and made a part of this chapter by reference as if set out fully in this chapter.

Section 07.05A.110 Hearings by the Hearing Examiner

The authority and responsibility of the City Council as legislative authority to hold hearings for the establishment and assessment of local improvement districts, as provided in RCW 35.43.140 and RCW 35.44.070, may be delegated to the Hearing Examiner by City Council resolution.

Section 07.05A.120 Rules and Procedures

The City may develop program policies and procedures implementing this chapter consistent with state law. Any public rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

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.

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/01/2026

Committee Agenda type: Discussion

Council Meeting Date: 09/23/2026

Date Rec'd	8/27/2026
Clerk's File #	ORD C36937
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	PAUL DILLON 625-6254
Contact E-Mail	PDILLON@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	PDILLON KTELIS
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	ORDINANCE RELATED TO CHRONIC NUISANCE PROPERTIES

Agenda Wording

An Ordinance of the City of Spokane relating to nuisance properties; amending sections of Chapter 10.68 of the Spokane Municipal Code, and setting an effective date.

Summary (Background)

Despite laws relating to chronic nuisance properties, some property owners in this City have allowed their property to be used for illegal purposes or have otherwise failed to properly maintain their property, and such property has become a chronic nuisance property which has created a significant impact upon the health and safety in the City of Spokane. This ordinance provides enhanced penalties for failure to abate chronic nuisance properties, designed give such property owners additional incentives to address the problems that their property is creating. The ordinance sets an effective date of January 1, 2027 or the date set by Section 19 of the City Charter, whichever is later.

What impacts would the proposal have on historically excluded communities?

To be determined

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?

To be determined.

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

To be determined

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?

Strengthens current laws on chronic nuisance properties.

Council Subcommittee Review

None

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	
pdillon@spokanecity.org	vramos@spokanecity.org

ORDINANCE NO. C36937

An Ordinance of the City of Spokane relating to nuisance properties; amending sections of Chapter 10.68 of the Spokane Municipal Code, and setting an effective date.

WHEREAS, the Spokane City Council has determined property owners in this City have allowed their property to be used for illegal purposes or have otherwise failed to properly maintain their property, and such property has become a chronic nuisance property which has created a significant impact upon the health and safety in the City of Spokane; and

WHEREAS, the City has determined that enhanced penalties will give such property owners additional incentives to address the problems that their property is creating, and that some property owners will never act responsibly unless their property is subject to such penalties and abatement procedures; and

WHEREAS, Chronic nuisance properties create a negative financial impact and strain upon City services by numerous calls for service from various City departments;

NOW, THEREFORE, the City Council of the City of Spokane, Washington, does ordain as follows:

Section 1. That section 10.68.020 of the Spokane Municipal Code is amended to read as follows:

Section 10.68.020 Definitions

For purposes of this chapter, the following words or phrases shall have the meaning prescribed below:

A. "Abandoned property", for purposes of defining a chronic nuisance, means a property over which the owner or person in charge no longer asserts control for any reason, or is unattended and open and unsecured or subject to occupation by any unauthorized individual, or meets the definition of "abandoned" as defined in SMC 17F.070.030. ((~~means a property over which the person in charge no longer asserts control due to death, incarceration, or any other reason, and which is either unsecured or subject to occupation by unauthorized individuals~~))

B. "Abate" means to repair, replace, remove, destroy, return to productive use, 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 division or department director or designee determines is necessary in the interest of the general health, safety and welfare of the community.

C. “Abatement agreement” means a contract between the City and the person in charge of the chronic nuisance property in which such person agrees to promptly take all lawful and reasonable actions, which shall be set forth in the agreement, to abate the nuisance within a specified time and according to specified conditions.

D. “Chronic nuisance property” means:

1. a property on which nuisance activity is observed on three or more occasions during any sixty-day period or on which nuisance activity is observed on seven or more occasions during any twelve-month period, or

2. a property where, pursuant to a valid search warrant, evidence of drug-related activity has been identified two or more times; or

3. any abandoned property where nuisance activity exists.

E. “Control” means the ability to regulate, restrain, dominate, counteract or govern property or conduct that occurs on a property.

F. “Drug-related activity” means any unlawful activity ((at))on a property ((~~which consists of the manufacture, delivery, sale, storage, possession, use, or giving away of any controlled substance as defined in chapter 69.50 RCW, legend drug as defined in chapter 69.41 RCW, or imitation controlled substances as defined in chapter 69.52 RCW.~~)) with evidence of unlawful drug-related activity, including, but not limited to, unlawfully manufacturing, delivering, selling, storing, possessing, using, or giving away (i) any controlled substance as defined in chapter 69.50 RCW, (ii) any legend drug as defined in chapter 69.41 RCW, or (3) any imitation controlled substances as defined in chapter 69.52. Issuance of a valid search warrant on two or more occasions within a 12-month period shall constitute a presumption that drug-related activity is occurring on the property. Possession of marijuana that is legal under state law shall not result in enforcement action under this ordinance.

G. “Landlord” means the owner, lessor or sublessor of the dwelling unit or the property of which it is a part, and in addition, means any person designated as a representative of the landlord

H. “Nuisance activity” means and includes:

1. Any civil code violation as defined by state law or local ordinance occurring around or near the property, including, but not limited to, the following activities, conditions or behaviors:

a. Litter and Rubbish

b. Fire Hazard from Vegetation and Debris

c. Any dangerous animal violations

d. Fire Code Violations

e. Alcohol beverage control violations, as defined in RCW 66.44.

f. General Nuisance

   i. any act or omission, as provided in Chapter 7.48 RCW or Chapter 9.66 RCW or which unreasonably:

      1. interferes with the comfort, solitude, health or safety of others; or

      2. offends common sensibilities and senses by way of extreme noise, light or odor; or

      3. obstructs or renders hazardous for public passage any public way or place; or

      4. pollutes or renders less usable any watercourse or water body.

   ii. maintaining or permitting upon any land:

      1. refrigerator, freezer or other insulated container within which a child could suffocate;

      2. a pit, excavation, swimming pool, well or other uncovered hole into which a person could fall;

      3. lumber, metal, plastic, paper, cardboard, or other scrap material deposited in such place and manner as to constitute a hazardous attraction to children;

      4. unused or junk vehicle or machinery or parts unless enclosed and secured as required by law for wrecking yards or junk yards;

      5. an abandoned or vacant building, structure or part thereof not securely closed to entry;

      6. toxic, radioactive, caustic, explosive, malodorous or septic substances, such as putrescent animal, fish or fowl parts, animal or vegetable waste matter, excrement and any material likely to attract or breed flies or rats, unless kept in proper receptacles as provided by the health and refuse laws; or

      7. structure, collection of wood, cloth, paper, plastic or glass material, vegetation or flammable substances

kept in such manner as to create a substantial risk of combustion or spread of fire.

2. Any criminal conduct, including the attempt and/or conspiracy to commit any criminal conduct, as defined by State or local ordinance occurring on, around, near or having a nexus to a property, including but not limited to:

((~~3~~)) a. Stalking

((~~4~~)) b. Harassment

((~~5~~)) c. Failure to disperse

((~~6~~)) d. Disorderly conduct

((~~7~~)) e. Assault including domestic violence assault

((~~8~~)) f. Reckless endangerment

((~~9~~)) g. Prostitution

((~~10~~)) h. Patronizing a prostitute

((~~11~~)) i. Indecent exposure

((~~12~~)) j. Lewd conduct

((~~13~~)) k. Any firearms or dangerous weapons violations

((~~14~~)) l. Noise

((~~15~~)) m. Loitering for the purpose of engaging in drug-related activity

((~~16~~)) n. Drug-related activity.

((~~17~~)) o. Gang-related activity, as defined in: RCW 59.118.030.

((~~18~~)) p. Any crimes of domestic violence.

((~~19~~)) q. .Any violation of any protection order.

((~~20~~)) r. Warrant arrests, or any instance in which a DOC offender is located at a property while in violation of DOC supervision.

((~~21~~)) s. Reckless Driving, Driving Under the Influence, Vehicular Homicide and Assault

((~~22~~)) t. Possession of stolen property

((~~23~~)) u. Trafficking in stolen property and/or criminal profiteering

((~~24~~)) v. Theft, trafficking, or unlawful possession of commercial metal property

((~~25~~)) w. Identity theft

((~~26~~)) x. Rendering criminal assistance

((~~27~~)) y. Possession of stolen vehicle

I. "Owner" means any person having any interest in the real estate in question as indicated in the records of the office of the Spokane County auditor, or who establishes under this chapter, their ownership interest therein.

J. "Person" means natural person, financial institution, bank, joint venture, partnership, association, club, company, corporation, business trust, organization or the manager, lessee, agent, officer or employee of any of them.

((~~K. "Person associated with a property" means any person who, on the occasion of a nuisance activity, has entered, patronized, visited, or attempted to enter, patronize or visit, or waited to enter, patronize or visit, a property or a person present on property, including without limitation, any officer, director, customer, agent, employee or any independent contractor of a property, or a person in charge of or owner of a property.~~))

((~~L~~)) K. "Person in charge" of a property means the property owner and any person in actual or constructive possession or control of a property, including, but not limited to, an ((~~owner,~~)) occupant, agent, tenant, or property manager of a property under ((~~his~~)) their control, and any bank or financial institution in actual or constructive possession or which possesses any sort of lien or interest in the property. There may be at any one-time multiple persons in charge of a property all of which may be jointly and severally liable under this chapter.

((~~M~~)) L. "Premises and property" may be used by this chapter interchangeably and means any building, lot, parcel, dwelling, rental unit, real estate or land or portion thereof including property used as residential or commercial property.

((~~N "Rental unit" means any structure or that part of a structure including, but not limited to, single-family home, room or apartment, which is rented to another and used as a home, residence or sleeping place by one or more persons.~~))

Section 2. That section 10.68.030 of the Spokane Municipal Code is amended to read as follows:

Section 10.68.030 General Nuisance – Responsibility – Penalty

A. Duty. Every person has a duty to:

1. Maintain their property in a lawful manner, free of nuisances;

2. Exercise reasonable diligence to ensure their property remains free of nuisances;

3. Ensure that no other person can cause or contribute to a nuisance on their property;

4. Contribution not a defense. It is not a defense to the enforcement of this chapter that other persons may have caused or contributed to the nuisance(s).

5. Lapse of time. A nuisance does not become legal by lapse of time. The obligations and responsibilities set forth in this section shall run with the land and shall be binding upon, and enforceable against, all current and future owners, occupants, or persons in charge of the property, regardless of any change in ownership or possession. These obligations shall attach to the property and shall be assumed by any successor in interest, including but not limited to heirs, transferees, grantees, assigns, or any other person or entity acquiring any right, title, or interest in the property.

B. No person in charge may maintain or permit nuisance activity under section 10.68.020.H~~.1(f)~~ of this chapter upon any land or property within the City of Spokane. Any person in charge who maintains or permits nuisance activity under section 10.68.020.H~~.1(f)~~, and fails to respond to the City and/or refuses to permit the City to fully abate the property, commits a misdemeanor.

((~~The procedure for chronic nuisance properties which are set out in SMC 10.68.040 for chronic nuisance properties do not apply to this section.~~))

C. Any person who knowingly hinders, delays or obstructs any City employee or other persons acting on direction of the City in the discharge of their official powers or duties in abating a nuisance under this chapter, shall be guilty of a misdemeanor.

Section 3. That section 10.68.040 of the Spokane Municipal Code is amended to read as follows:

Section 10.68.040 Chronic Nuisance Property – Procedure

A. Chronic Nuisance Notice

1. When documentation confirms a chronic nuisance property, as defined by subsection II of this section, the chief of police, or ((~~his~~))their designee shall notify the person in charge of the property in writing that the property is in danger of being declared a chronic nuisance property.

2. The notice shall indicate the following:

a. the street address or a legal description sufficient for identification of the property;

b. a concise description of the nuisance activities that have occurred on the property and whether the property is abandoned;

c. a warning that the person in charge of the property may be subject to penalties as set forth in this chapter.

d. a demand that the person in charge respond to the chief of police or ((~~his~~))their designee within ten days of service of the chronic nuisance notice to discuss the nuisance activities and create a plan to abate the nuisance;

e. a statement that the person in charge shall have an opportunity to abate the nuisance giving rise to the nuisance; and

f. a warning that, if the person in charge does not respond, as required, or if the matter is not voluntarily corrected to the satisfaction of the chief of police, or ((~~his~~))their designee, the City may file an action to abate the property as a chronic nuisance property pursuant to this chapter and/or take other action against the property or person in charge.

3. Such notice shall be either:

a. personally served, or

b. delivered by first class mail to the person in charge of the property with a copy mailed to the owner at the address indicated by the Spokane County auditor, if different than the person in charge of the property; or

c. By posting the notice of Violation and Abatement in a prominent location on the premises in a conspicuous manner which is reasonably likely to be discovered.

B. Requirement to Respond

A person in charge who receives notice pursuant to this section must, within ((~~ten~~))seven days, contact the officer who issued the notice to establish a plan of action to eliminate the conditions, behaviors or activities which constitute a nuisance at the property.

C. Abatement Agreement/Approved Plan to Abate

1. The person in charge shall enter into an abatement agreement or otherwise produce a plan approved by the chief of police or ((~~his~~))their designee to

abate the nuisance within ((~~fifteen~~))ten (10) days of the issuance of the chronic nuisance notice.

2. The abatement agreement, or approved plan to abate, shall be signed by the person in charge and shall include the following:
    a. The name and address of the persons in charge of the property;
    b. The street address or a description sufficient for identification of the property, building, structure, or land upon or within which the nuisance is occurring;
    c. A description of the nuisance activities and whether the property is abandoned;
    d. The necessary corrective action to be taken, and a specific date or time by which correction must be completed.

D. Corrective Action

Once the person in charge has entered into an abatement agreement or otherwise produced an approved plan to abate the nuisance, he or she must abide by the approved plan and promptly take corrective action to eliminate the nuisance. Nuisance activity resulting from a failure to abide by the abatement agreement or approved plan is a civil infraction for each subsequent nuisance activity. Corrective action may include, but is not limited to:

1. Effective tenant screening, leasing and rule enforcement;
2. Implementing physical improvements for crime prevention;
3. Providing security for the property;
4. Evicting persons responsible for the nuisance activity; and
5. Pursuing other remedies available to the owner pursuant to any lease or other agreement.

E. The City of Spokane shall offer services to persons in charge with known mental or physical disabilities in order to facilitate such persons taking all lawful and reasonable corrective action necessary to abate the nuisance.

All corrective action must conform to state and local laws, including but not limited to RCW 59.18.580, the Victim Protection Limitation on Landlord's Rental Decisions.

Section 4. 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 civil infraction for any person in charge to fail to respond to the Chief of Police or their designee within ((~~ten (10)~~)seven (7) days of service of the chronic nuisance notice.

B. Failure to Enter Agreement or Produce an Approved Plan to Abate

It is a 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 civil infraction.

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 5. That section 10.68.060 of the Spokane Municipal Code is amended to read as follows:

Section 10.68.060 Commencement of Abatement Action – Enforcement

A. ((~~The matter~~)) Matters under this Chapter may be referred to the city attorney for review and a determination of whether to initiate legal action.

B. In any action filed, the City shall have the burden of showing by a preponderance of the evidence that the property is a chronic nuisance property. Police reports, official city reports, and affidavits may be offered as evidence of chronic nuisance. The failure to prosecute an individual, or the fact no one has been convicted of a crime, is not a defense to a chronic nuisance action.

C. If the superior court determines the property to be a chronic nuisance under this chapter the court ((~~may~~)):

1. May impose a warrant of abatement ordering the complainant to take all necessary steps to abate, deter and prevent the resumption of such nuisance; which may include but is not limited to, the immediate:

a. vacation of the premises;

b. closure and securing of the premises;

c. removal of litter, rubbish and junk vehicles from the premises;

d. safety inspection by Code Enforcement, Building Official, Fire Marshal, or any other government agency;

e. removal of personal property subject to seizure and forfeiture pursuant to RCW 69.50.505. or RCW 10.105.010.

2. ((~~impose~~)) Shall award to the City its expenses of abating, or attempting to abate, the nuisance on the property and/or the person in charge;

3. May impose a fine, civil penalty or award damages;

4. May order the property into receivership in accordance with RCW 7.60 and thereby recover from the property the reasonable, necessary expenses of abating the nuisance and returning the property to productive use;

5. May order the person in charge to pay relocation assistance to any tenant who must relocate because of the order of abatement, and who the court finds not to have caused or participated in nuisance activities at the property; and

6. May award any other further relief deemed appropriate by the court.

D. In assessing the penalties and remedies, the court may consider the following factors:

1. The actions taken by the person in charge to mitigate or correct the nuisance activity.

2. The financial condition of the person in charge.

3. Any known mental or physical disabilities of the person in charge.

4. The repeated or continuous nature of the nuisance activity.

5. The statements of the neighbors or those affected by the nuisance activity; and

6. Any other factor deemed relevant by the court.

E. Any fine, civil penalty and/or expense awarded to the City may be filed with the city treasurer who shall cause the same to be filed as a lien on the property with the county treasurer. Expenses shall be submitted to the court for review and may be collected on execution.

F. The City shall file a formal lis pendens notice when an action for abatement is filed in the superior court.

G. The superior court shall retain jurisdiction during any period of closure or abatement of the property.

H. Spokane municipal court is to have jurisdiction of all civil infractions issued pursuant to this chapter.

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

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

Section 8. Effective Date. This ordinance shall be effective on that date which is the later of January 1, 2027 or that date set forth under Section 19 of the Spokane City Charter.

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:** 05/11/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 10/28/2026

Date Rec'd	5/5/2026
Clerk's File #	OPR 2026-0869
Cross Ref #	
Project #	2018052
Bid #	
Requisition #	CR28990

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Engineer Construction Contract
Council Sponsor(s)	KKLITZKE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** YES
Agenda Item Name	LOW BID AWARD - CSO 34 I-90 STORMWATER SEPARATION PROJECT

Agenda Wording

Low Bid of Liberty Northwest Construction of Coeur d'Alene, Idaho for I-90 Stormwater Separation Project 2018052 for $2,148,166.61. An administrative reserve of 10% of the contract will be set aside. (East Central Neighborhood Council)

Summary (Background)

This 85% grant funded project will separate and treat I-90 runoff which is currently routed into the city's combined sewer system. This project will reroute stormwater runoff from I-90 which currently goes to the combined sewer system to a separate below ground treatment and disposal system. This project will help CSO 34's near capacity storage system by removing/rerouting stormwater away from the CSO tank. The project location is vacant parcel just NW of the Fred Meyer on Thor/3rd. On September 29, 2026, bids were opened for the above project. The low bid was from Liberty Northwest Construction in the amount of $2,148,166.61, which is $1,955,730.81 or 48% below the Engineer's Estimate of $4,103,897.42. Four other bids were received as follows: Halme Construction - $2,345,314.00, Corridor Contractors - $2,417,537.75, Selland Construction - $2,897,160.00 and Inland Infrastructure - $2,897,500.00.

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	$ 2,148,166.61
Current Year Cost	$ 2,148,166.61
Subsequent Year(s) Cost	$

Narrative

Mostly grant funded project.

Amount		Budget Account
Expense	$ 2,148,166.61	# 4250 98817 94310 56592 14428
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	BULLER, DAN	ACCOUNTING -	BROWN, SKYLER
Division Director	FEIST, MARLENE	PURCHASING	PRINCE, THEA
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

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City Clerk's No. OPR 2026-0869
Engineering No. 2018052

City of Spokane

PUBLIC WORKS CONTRACT

Title: CSO BASIN 34 (I-90) STORMWATER MITIGATION/SEPARATION FACILITY

This Contract is made and entered into by and between the **CITY OF SPOKANE**, a Washington municipal corporation (the "City"), and **LIBERTY NORTHWEST CONSTRUCTION**, whose address is 3448 North Huetter Road, Coeur d'Alene, Idaho 83814 (the "Contractor"), individually hereafter referenced as a "Party", and together as the "Parties"

The Parties agree as follows:

1. **PERFORMANCE**. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **CSO Basin 34 (I-90) Stormwater Mitigation/Separation Facility**.

2. **CONTRACT DOCUMENTS**. The Contract Documents are this Contract, the Contractor's completed bid proposal form, the Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 2026, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These Contract Documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File No. 2018052 shall apply.

3. **TIME OF PERFORMANCE**. The time of performance of the Contract shall be in accordance with the Contract Documents.

4. **LIQUIDATED DAMAGES**. Liquidated damages shall be in accordance with the Contract Documents.

5. **TERMINATION**. Either Party may terminate this Contract in accordance with the Contract Documents.

6. **COMPENSATION**. This is a unit price contract, and upon full and complete

performance by the Contractor, the City will pay only the amount set forth in Schedule A-1 for the actual quantities furnished for each bid item at a total cost not to exceed $2,148,166.61, which are taxed as noted in Section 7.

7. **TAXES**. Bid items in Schedule A-1 shall not include sales tax.

8. **PAYMENT**. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR 2026-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

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

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

11. **INSURANCE**. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents attached hereto including attached Certificates of Insurance (COI) and any other insurance documents attached.

The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

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

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

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

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

16. **SUBCONTRACTOR RESPONSIBILITY**.

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

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

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

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

3. If applicable, have:

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

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

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

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

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

17. **NONDISCRIMINATION**. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the

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

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

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

20. **ANTI-KICKBACK**. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

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

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

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

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

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

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

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

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

29. **OFF SITE PREFABRICATED ITEMS**. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.

30. **FORCE MAJEURE**. Neither Party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other Party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

31. **CLEAN AIR ACT**. Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations will be reported.

32. **USE OF PROJECT MANAGEMENT SOFTWARE**. The Contractor shall transmit all submittal documentation for proposed project materials by uploading it to the City's web based construction management software. A City representative will be available to assist in learning this process.

LIBERTY NORTHWEST CONSTRUCTION

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 Contract:
Payment Bond
Performance Bond
Certification Regarding Debarment
Schedule A-1

26-268

PAYMENT BOND

We, **LIBERTY NORTHWEST CONSTRUCTION,** as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION ONE HUNDRED FORTY-EIGHT THOUSAND ONE HUNDRED SIXTY-SIX AND 61/100 DOLLARS ($2,148,166.61)**, plus tax if applicable, the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **CSO Basin 34 (I-90) Stormwater Mitigation/Separation 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 _____.

LIBERTY NORTHWEST CONSTRUCTION,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____ _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **LIBERTY NORTHWEST CONSTRUCTION,** as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION ONE HUNDRED FORTY-EIGHT THOUSAND ONE HUNDRED SIXTY-SIX AND 61/100 DOLLARS ($2,148,166.61)**, plus tax if applicable for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **CSO Basin 34 (I-90) Stormwater Mitigation/Separation 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 _____

LIBERTY NORTHWEST CONSTRUCTION,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

_____
Signature of Notary

My appointment expires _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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

SCHEDULE A-1

Tax Classification: Sales tax shall NOT be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES		UNIT PRICE		TOTAL
1	APPRENTICE UTILIZATION	1.00 LS	$	5,858.00	$	5,858.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	$	1.00	$	1.00
3	SPCC PLAN	1.00 LS	$	539.00	$	539.00
4	POTHOLING	5.00 EA	$	677.00	$	3,385.00
5	MOBILIZATION	1.00 LS	$	79,390.00	$	79,390.00
6	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	$	2,877.00	$	2,877.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	$	13,520.00	$	13,520.00
8	WORK ZONE SAFETY CONTINGENCY	1.00 FA	$	1,000.00	$	1,000.00
9	CLEARING AND GRUBBING	1.00 LS	$	3,895.00	$	3,895.00
10	REMOVE TREE, CLASS III	1.00 EA	$	763.00	$	763.00
11	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	$	4,292.00	$	4,292.00
12	REMOVE EXISTING CURB	140.00 LF	$	8.00	$	1,120.00
13	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	66.00 SY	$	14.00	$	924.00
14	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	115.00 LF	$	9.50	$	1,092.50

15	SAWCUTTING CURB	2.00 EA	$	41.00	$	82.00
16	SAWCUTTING RIGID PAVEMENT	10.00 LFI	$	4.50	$	45.00
17	SAWCUTTING FLEXIBLE PAVEMENT	500.00 LFI	$	3.00	$	1,500.00
18	ROADWAY EXCAVATION INCL. HAUL	50.00 CY	$	20.00	$	1,000.00
19	REMOVE UNSUITABLE FOUNDATION MATERIAL	10.00 CY	$	26.00	$	260.00
20	REPLACE UNSUITABLE FOUNDATION MATERIAL	10.00 CY	$	83.00	$	830.00
21	GRADING AND SHAPING	1.00 LS	$	2,654.00	$	2,654.00
22	PREPARATION OF UNTREATED ROADWAY	250.00 SY	$	6.50	$	1,625.00
23	SHORING	1.00 LS	$	29,290.00	$	29,290.00
24	CONTROLLED DENSITY FILL	20.00 CY	$	240.00	$	4,800.00
25	CRUSHED SURFACING TOP COURSE	220.00 CY	$	53.00	$	11,660.00
26	CSTC FOR SIDEWALK, 2 INCH THICK	36.00 SY	$	52.00	$	1,872.00
27	CSTC FOR DRIVEWAY, 4 INCH THICK	80.00 SY	$	11.00	$	880.00
28	CSTC FOR DRIVEWAY TRANSITIONS AND TRAFFIC ISLANDS	1.00 CY	$	22.00	$	22.00
29	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	250.00 SY	$	42.00	$	10,500.00
30	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	25.00 SY	$	103.00	$	2,575.00

31	SOIL RESIDUAL HERBICIDE	250.00 SY	$	3.00	$	750.00
32	PAVEMENT REPAIR EXCAVATION INCL. HAUL	25.00 SY	$	17.00	$	425.00
33	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00 EST	$	(1.00)	$	(1.00)
34	PRECAST UTILITY VAULT 8'X10'	1.00 EA	$	66,960.00	$	66,960.00
35	STORM SEWER PIPE 8 IN. DIA.	220.00 LF	$	245.00	$	53,900.00
36	STORM SEWER PIPE 10 IN. DIA.	20.00 LF	$	267.00	$	5,340.00
37	STORM SEWER PIPE 12 IN. DIA.	100.00 LF	$	250.00	$	25,000.00
38	STORM SEWER PIPE 18 IN. DIA.	40.00 LF	$	399.00	$	15,960.00
39	MANHOLE- 48 IN.	4.00 EA	$	9,974.00	$	39,896.00
40	MANHOLE - 120 IN.	1.00 EA	$	127,621.00	$	127,621.00
41	MANHOLE - 96 IN. DOGHOUSE	1.00 EA	$	46,097.00	$	46,097.00
42	CATCH BASIN TYPE 1	5.00 EA	$	4,546.00	$	22,730.00
43	DRYWELL TYPE 2	4.00 EA	$	9,319.00	$	37,276.00
44	MODULAR WETLAND SYSTEM	4.00 EA	$	243,137.00	$	972,548.00
45	CLEANING EXISTING DRAINAGE STRUCTURE	2.00 EA	$	191.00	$	382.00
46	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	20.00 CY	$	26.00	$	520.00

47	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	20.00 CY	$	59.00	$	1,180.00
48	TRENCH SAFETY SYSTEM	1.00 LS	$	1,003.00	$	1,003.00
49	FREEZELESS YARD HYDRANT WITH ISOLATION	1.00 LS	$	7,178.00	$	7,178.00
50	LIFT STATION CANOPY	1.00 LS	$	21,802.00	$	21,802.00
51	ESC LEAD	1.00 LS	$	697.00	$	697.00
52	INLET PROTECTION	4.00 EA	$	127.00	$	508.00
53	STABILIZED CONSTRUCTION ENTRANCE	167.00 SY	$	8.50	$	1,419.50
54	STREET CLEANING	50.00 HR	$	282.00	$	14,100.00
55	SILT FENCE	500.00 LF	$	5.00	$	2,500.00
56	WATTLE	5.00 LF	$	12.00	$	60.00
57	TEMPORARY SEEDING	250.00 SY	$	8.00	$	2,000.00
58	ROCK MULCH	2.00 CY	$	177.00	$	354.00
59	HYDROSEEDING	250.00 SY	$	8.00	$	2,000.00
60	CEMENT CONCRETE CURB	31.00 LF	$	39.00	$	1,209.00
61	CEMENT CONCRETE DRIVEWAY	80.00 SY	$	84.00	$	6,720.00
62	CEMENT CONCRETE DRIVEWAY TRANSITION	2.00 SY	$	145.00	$	290.00

63	CHAIN LINK FENCE - 6 FT. TALL	60.00 LF	$	88.16	$	5,289.60
64	DOUBLE 12 FT CHAIN LINK GATE	1.00 EA	$	4,600.01	$	4,600.01
65	TEMPORARY CONSTRUCTION FENCING	1.00 LS	$	1,875.00	$	1,875.00
66	CEMENT CONCRETE SIDEWALK	33.00 SY	$	71.00	$	2,343.00
67	PUMPING SYSTEM	1.00 LS	$	180,913.00	$	180,913.00
68	PUMPS & SYSTEM STARTUP & TESTING	1.00 LS	$	1,955.00	$	1,955.00
69	GENERAL ELECTRICAL AND LIGHTING	1.00 LS	$	267,633.00	$	267,633.00
70	FORCE MAIN PIPING	1.00 LS	$	16,882.00	$	16,882.00
				Schedule A-1 Subtotal	$	2,148,166.61
Summary of Bid Items				***Bid Total***	$	2,148,166.61

LARIINC-01 GHAYES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/29/2026

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

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

PRODUCER	CONTACT NAME: Cara Longinotti
Spokane Office Marsh Agency, LLC 501 N. Riverpoint Blvd., Ste 403 Spokane, WA 99202	PHONE (A/C, No, Ext): (509) 363-4042 FAX (A/C, No): E-MAIL ADDRESS: Cara.Longinotti@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Company	24147
INSURER B : Pennsylvania Manufacturers Indemnity Company	41424
INSURER C : Berkley Assurance Company	39462
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Liberty Concrete, LLC dba Liberty Northwest Construction
3448 N. Huetter Rd
Coeur d'Alene, ID 83814

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	MWZY 317575 26	5/31/2026	5/31/2027	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 $ 100,000 $ 10,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	MWTB 317576 26	5/31/2026	5/31/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	X		602501-16-17-32-3	5/31/2026	5/31/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
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	X	MWC 317574 26	5/31/2026	5/31/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution/Prof. Liab			PCXB-5031352-0526	5/31/2026	5/31/2027	Each Occurrence	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: CSO Basin 34 (I-90) Stormwater Mitigation Separation Facility

CERTIFICATE HOLDER

City of Spokane
808 W Spokane Falls Boulevard
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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MarshMcLennan Agency

Your future is limitless.℠

Certificate Disclaimer

Due to the evolving changes and updates in state legislation across the country, Marsh McLennan Agency Northwest will no longer be adding additional verbiage to the Description of Operations on a Certificate of Insurance. We will not add Additional Insured, Primary & Non-contributory or Waiver of Subrogation language. The only exception will be project or name(s), project number(s), project locations.

Instead, please see the attached endorsement copies that outline existing policy coverages. Coverage is determined by the policy, its terms and individual endorsements, and as established by the contract between the Named Insured and the Additional Insured.

Thank you,

Marsh McLennan Agency Northwest

This document is not intended to be taken as advice regarding any individual situation and should not be relied upon as such. Marsh & McLennan Agency LLC shall have no obligation to update this publication and shall have no liability to you or any other party arising out of this publication or any matter contained herein. Any statements concerning actuarial, tax, accounting or legal matters are based solely on our experience as consultants and are not to be relied upon as actuarial, accounting, tax or legal advice, for which you should consult your own professional advisors. Any modeling analytics or projections are subject to inherent uncertainty and the analysis could be materially affected if any underlying assumptions, conditions, information or factors are inaccurate or incomplete or should change. d/b/a in California as Marsh & McLennan Insurance Agency LLC; CA Insurance Lic: 0H18131. Copyright © 2024 Marsh & McLennan Agency LLC. All rights reserved. MarshMMA.com

MarshMcLennan Agency

Your future is limitless.℠

Certificate Verbiage Statutes by State

1. Montana
    a. MCA 33-2-1403
    b. MT State Statute - Certificates of Insurance

2. Washington:
    a. WAC 284-30-355
    b. WA State Statute - Certificate of Insurance

3. Oregon:
    a. ORS 742.003
    b. OR State Statute - Certificates of Insurance

4. Idaho:
    a. 41-1850
    b. ID State Statute - Certificates of Insurance

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization contractually requiring status as an additional insured for ongoing operations that you perform for them	The locations as specified in the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization contractually requiring status as an additional insured for ongoing operations that you perform for them	The locations as specified in the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

 © Insurance Services Office, Inc., 2018

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

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) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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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):
The projects as specified in the written contracts or agreements

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.

AMENDMENT OF GENERAL AGGREGATE LIMIT
DESIGNATED CONSTRUCTION PROJECT(S) AND DESIGNATED LOCATION(S)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

$ 50,000,000 **Ultimate General Aggregate Limit**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

If endorsement(s) CG 25 03 - Designated Construction Project(s) General Aggregate Limit and/or endorsement CG 25 04 - Designated Location(s) General Aggregate Limit is (are) made a part of the policy, the following provisions apply to the insurance provided by this policy and supercede any provision(s) to the contrary:

A. The Designated Construction Project General Aggregate Limit (CG 25 03) and Designated Location General Aggregate Limit (CG 25 04) are subject to the Ultimate General Aggregate Limit shown in the Schedule.

B. The Ultimate General Aggregate Limit shown in the Schedule is the most we will pay for the sum of all damages under the Designated Construction Project General Aggregate Limit and Designated Location General Aggregate Limit.

C. **SECTION III - LIMITS OF INSURANCE** provisions not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	**Designated Job Site:**
Where required by written contract or agreement	All projects of the named insured where required by written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

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

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

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ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person(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 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, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): Any premises or part thereof leased to you
Name Of Person(s) Or Organization(s) (Additional Insured): Any and all persons or organizations contractually requiring additional insured status as the manager or lessor of premises
Additional Premium: **$** Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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EARLIER NOTICE OF WHEN WE DO NOT RENEW (NONRENEWAL) PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 60

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the When We Do Not Renew (Nonrenewal) policy Condition or as amended by an applicable state endorsement, is increased to the number of days shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

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

Named Insured: Liberty Concrete, LLC

Endorsement Effective Date: 5/31/2026

SCHEDULE

Name Of Person(s) Or Organization(s):
All persons or organizations as required by contract or agreement

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM

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

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

Named Insured: Liberty Concrete, LLC

Endorsement Effective Date: 05/31/2026

SCHEDULE

Scheduled Railroad	Designated Job Site
Where required by written contract or agreement	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

With respect to the use of a covered "auto" in operations for or affecting a railroad designated in the Schedule at a Designated Job Site, the two exceptions contained in the definition of "insured contract" relating to construction or demolition operations performed within 50 feet of a railroad do not apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured: Liberty Concrete, LLC dba Liberty Northwest Construction

Endorsement Effective Date: 05/31/26

SCHEDULE

Insurance Company: Old Republic Insurance Company

Policy Number: MWTB 317576 26 **Effective Date:** 05/31/26

Expiration Date: 05/31/27

Named Insured: Liberty Concrete, LLC dba Liberty Northwest Construction

Address: 17564 N. Dylan Court
Rathdrum, ID 83858

Additional Insured (Lessor):
As required by written contract

Address:

Designation Or Description Of "Leased Autos":

Leased Autos required by written contract

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Coverages	Limit Of Insurance Or Deductible	
Covered Autos Liability	$2,000,000	**Each "Accident"**
Comprehensive	$See PCA 169	**Deductible For Each Covered "Leased Auto"**
Collision	$ See PCA 169	**Deductible For Each Covered "Leased Auto"**
Specified Causes Of Loss	$	**Deductible For Each Covered "Leased Auto"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

a. You;

b. Any of your "employees" or agents; or

c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.

3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the Policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.

2. If you cancel the Policy, we will mail notice to the lessor.

3. Cancellation ends this agreement.

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

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

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

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

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

A. Under a written contact or agreement with such person(s) or organization(s); and

B. Prior to the "accident" or the "loss."

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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POLICY NUMBER: MWC 317574 26

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

BLANKET COVERAGE AS REQUIRED BY WRITTEN CONTRACT

DATE OF ISSUE:

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COMMERCIAL EXCESS LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, 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 the "controlling underlying insurance".

Other words and phrases that appear in quotation marks in this Coverage Part have special meaning. Refer to Section **IV** – Definitions. Other words and phrases that are not defined under this Coverage Part but defined in the "controlling underlying insurance" will have the meaning described in the policy of "controlling underlying insurance".

The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "controlling underlying insurance", unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Part will apply. However, the coverage provided under this Coverage Part will not be broader than that provided by the applicable "controlling underlying insurance".

There may be more than one "controlling underlying insurance" listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Part. In such a case, the provisions, exclusions and limitations of the "controlling underlying insurance" applicable to the particular "event" for which a claim is made or suit is brought will apply.

SECTION I – COVERAGES

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "injury or damage" to which insurance provided under this Coverage Part applies.

We will have the right and duty to defend the insured against any suit seeking damages for such "injury or damage" when the applicable limits of "controlling underlying insurance" have been exhausted in accordance with the provisions of such "controlling underlying insurance".

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for "injury or damage".

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any "event" that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

(1) The amount we will pay for "ultimate net loss" is limited as described in Section **II** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage Part. However, if the policy of "controlling underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Coverage Part.

b. This insurance applies to "injury or damage" that is subject to an applicable "retained limit". If any other limit, such as, a sublimit, is specified in the "controlling underlying insurance", this insurance does not apply to "injury or damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "controlling underlying insurance".

c. If the "controlling underlying insurance" requires, for a particular claim, that the "injury or damage" occur during its policy period in order for that coverage to apply, then this insurance will only apply to that "injury or damage" if it occurs during the policy period of this Coverage Part. If the "controlling underlying insurance" requires that the "event" causing the particular "injury or damage" takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that "injury or damage" takes place during the policy period of this Coverage Part.

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d. Any additional insured under any policy of "controlling underlying insurance" will automatically be an additional insured under this insurance. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "controlling underlying insurance".

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "controlling underlying insurance".

2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this Coverage Part. In addition, the exclusions applicable to any "controlling underlying insurance" apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Coverage Part.

Insurance provided under this Coverage Part does not apply to:

a. Medical Payments

Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable "controlling underlying insurance".

b. Auto

Any loss, cost or expense payable under or resulting from any of the following auto coverages:

(1) First-party physical damage coverage;

(2) No-fault coverage;

(3) Personal injury protection or auto medical payments coverage; or

(4) Uninsured or underinsured motorists coverage.

c. Pollution

(1) "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

(2) Any loss, cost or expense arising out of any:

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

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

This exclusion does not apply to the extent that valid "controlling underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "injury or damage".

d. Workers' Compensation And Similar Laws

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

SECTION II – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or suits brought, or number of vehicles involved;

c. Persons or organizations making claims or bringing suits; or

d. Limits available under any "controlling underlying insurance".

2. The Limits of Insurance of this Coverage Part will apply as follows:

a. This insurance only applies in excess of the "retained limit".

b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part.

However, this Aggregate Limit only applies to "injury or damage" that is subject to an aggregate limit of insurance under the "controlling underlying insurance".

c. Subject to Paragraph **2.b.** above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event".

d. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.

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3. If any "controlling underlying insurance" has a policy period that is different from the policy period of this Coverage Part then, for the purposes of this insurance, the "retained limit" will only be reduced or exhausted by payments made for "injury or damage" covered under this insurance.

The Aggregate Limit of this Coverage Part applies separately to each consecutive annual period of this Coverage Part and to any remaining period of this Coverage Part 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.

SECTION III – CONDITIONS

The following conditions apply. In addition, the conditions applicable to any "controlling underlying insurance" are also applicable to the coverage provided under this insurance unless superseded by the following conditions.

1. Appeals

If the "controlling underlying insurer" or insured elects not to appeal a judgment in excess of the amount of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section **II** – Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

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

b. Bankruptcy Of Controlling Underlying Insurer

Bankruptcy or insolvency of the "controlling underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, insurance provided under this Coverage Part will not replace any "controlling underlying insurance" in the event of bankruptcy or insolvency of the "controlling underlying insurer". The insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect and recoverable.

3. Duties In The Event Of An Event, Claim Or Suit

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

(1) How, when and where the "event" took place;

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

(3) The nature and location of any "injury or damage" arising out of the "event".

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 insured involved must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury or damage" to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. First Named Insured Duties

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.

At our request, the first Named Insured will furnish us, as soon as practicable, with a complete copy of any "controlling underlying insurance" and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Coverage Part.

5. Cancellation

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

b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

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

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

e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the 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.

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

6. Changes

This Coverage Part contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Coverage Part with our consent. This Coverage Part's terms can be amended or waived only by endorsement.

7. Maintenance Of/Changes To Controlling Underlying Insurance

Any "controlling underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such "controlling underlying insurance" that results from "injury or damage" to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "controlling underlying insurance". Failure to maintain "controlling underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect.

The first Named Insured must notify us in writing, as soon as practicable, if any "controlling underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "controlling underlying insurance" is changed.

8. Other Insurance

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

9. Premium Audit

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

b. If this policy is auditable, the 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 premium 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.

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10. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

a. The insured or insured's "controlling underlying insurer" has become obligated to pay the "retained limit"; and

b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant, "controlling underlying insurer" (or a representative of one or more of these) and us.

11. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part 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, "controlling underlying insurer" and the claimant or the claimant's legal representative.

12. Transfer Of Defense

a. Defense Transferred To Us

When the limits of "controlling underlying insurance" have been exhausted, in accordance with the provisions of "controlling underlying insurance", we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

b. Defense Transferred By Us

When our limits of insurance have been exhausted our duty to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Coverage Part of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Coverage Part, we will cooperate in the transfer of control to the insured and its designated representative.

13. 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 IV – DEFINITIONS

The definitions applicable to any "controlling underlying insurance" also apply to this insurance. In addition, the following definitions apply.

1. "Controlling underlying insurance" means any policy of insurance or self-insurance listed in the Declarations under the Schedule of "controlling underlying insurance".

2. "Controlling underlying insurer" means any insurer who provides any policy of insurance listed in the Declarations under the Schedule of "controlling underlying insurance".

3. "Event" means an occurrence, offense, accident, act, or other event, to which the applicable "controlling underlying insurance" applies.

4. "Injury or damage" means any injury or damage, covered in the applicable "controlling underlying insurance" arising from an "event".

5. "Retained limit" means the available limits of "controlling underlying insurance" applicable to the claim.

6. "Ultimate net loss" means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:

a. Settlements, judgments, binding arbitration; or

b. Other binding alternate dispute resolution proceeding entered into with our consent.

"Ultimate net loss" includes defense expenses if the "controlling underlying insurance" specifies that limits are reduced by defense expenses.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

Paragraph **8. Other Insurance** of **SECTION III – CONDITIONS** is replaced by the following:

8. Other Insurance

a. This insurance is excess over, and shall not contribute with, any of the other insurance, whether primary, excess, contingent or on any other basis. However:

(1) This condition will not apply to other insurance specifically written as excess over this Coverage Part.

(2) With respect to any other insurance available to an additional insured, the insurance provided under this Coverage Part is excess only over the "underlying insurance" shown in the Declarations and is primary to, and will not seek contribution from, any other insurance available to the additional insured, provided that:

(a) The additional insured is a Named Insured under such other insurance;

(b) You have agreed in writing in a contract or agreement that this insurance would be primary to, and not seek contribution from, any other insurance available to the additional insured; and

(c) The applicable "controlling underlying insurance" also provides such coverage on a primary and non-contributory basis for the additional insured, and only once the applicable limits of "underlying insurance" have been exhausted in the payment of judgments, settlements and other expenses as applicable.

When this insurance is excess, 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.

b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

PERFORM

CONTRACTOR'S PROTECTIVE, PROFESSIONAL, POLLUTION, CYBER, MEDIA AND MITIGATION RESPONSE POLICY

NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY (EXCEPT FOR COVERAGE C). SUBJECT TO ITS PROVISIONS, THIS POLICY (EXCEPT FOR COVERAGE C) APPLIES ONLY TO CLAIMS WHICH ARE FIRST MADE BY OR AGAINST YOU DURING THE POLICY PERIOD OR THE OPTIONAL EXTENDED REPORTING PERIOD, IF APPLICABLE, AND FIRST REPORTED IN WRITING TO US IN THOSE PERIODS OR THE AUTOMATICEXTENDED REPORTING PERIOD. UNLESS SPECIFICALLY PROVIDED OTHERWISE, CLAIM EXPENSES ARE INCLUDED WITHIN AND REDUCE THE LIMIT OF LIABILITY, AND ARE SUBJECT TO ANY APPLICABLE SELF-INSURED RETENTION.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Words and phrases that appear in bold print, excluding caption headings, have special meanings that are defined in the Definitions of this Policy.

The words "we," "us" and "our" mean the Insurer shown in the header of the Declarations of this Policy. The words "you" and "your" mean any person or entity described in the Definition of **Insured.**

In consideration of the payment of the premium, and in reliance upon the statements made in the application, materials, and information provided by you, which are incorporated into this Policy, form a part hereof, and are a representation upon which this Policy has been issued, we agree with you as follows:

I. INSURING AGREEMENT

A. Protective Indemnity

We shall indemnify you for **Protective Loss** on a **Protective Claim** as established by final judgment or settlement to which we agree in writing, in excess of collectible **Recoverable Insurance,** provided that:

1. the **Protective Claim** arises out of:

   a. a negligent act, error or omission in the rendering of or failure to render **Professional Services;** or

   b. a **Pollution Condition** resulting from the performance of **Contractor Activities;**

   by the **Responsible Entity** that were rendered or performed on or after the **Retroactive Date** and before the end of the **Policy Period;** and

2. the **Protective Claim** for such **Protective Loss** is first made by you during the **Policy Period** or Optional Extended Reporting Period, if applicable, and reported in writing by you to us during one of those periods or the Automatic Extended Reporting Period; and

3. prior to the effective date of the first policy insuring this type of **Protective Claim** issued to you by us, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances which could give rise to **Protective Loss;** and

4. you made all reasonable efforts to recover your **Protective Loss** from the **Responsible Entity.**

B. Professional Liability

We will defend you against any **Professional Claim** (as provided in Section III.A. of this Policy) and pay on your behalf all **Damages** and **Claim Expense** for that **Professional Claim** in excess of any applicable Self-Insured Retention, provided that:

1. the **Professional Claim** arises out of an actual or alleged negligent act, error or omission in the rendering of or failure to render **Professional Services** by you, or by a **Responsible Entity** for whom you are legally responsible, on or after the **Retroactive Date** and before the end of the **Policy Period;** and

2. the **Professional Claim** is first made against you during the **Policy Period** or Optional Extended Reporting Period, if applicable, and reported in writing by you to us during one of those periods or the Automatic

Extended Reporting Period; and

3. prior to the effective date of the first policy insuring this type of **Professional Claim** issued to you by us, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances which could give rise to a **Professional Claim.**

C. Contractor Pollution Liability

We will defend you against any **Pollution Claim** (as provided in Section III.A. of this Policy) and pay on your behalf for all **Pollution Loss** and **Claim Expense** for that **Pollution Claim** in excess of any applicable Self-Insured Retention, provided that:

1. the **Pollution Claim** arises out of an actual or alleged **Pollution Condition** that results from the performance of **Contractor Activities** by you, or by a **Responsible Entity** for whom you are legally responsible; and

2. the **Pollution Claim** is for **Bodily Injury** or **Property Damage** that occurs during the **Policy Period,** or for **Cleanup Costs** for a **Pollution Condition** that occurs during the **Policy Period,** provided that:

   a. progressive, continuous, intermittent or indivisible **Bodily Injury** or **Property Damage,** or **Pollution Condition(s)** for which **Cleanup Costs** are incurred, shall be deemed to have occurred only on the date of first exposure to the **Pollution Condition,** which is:

      i. for **Bodily Injury,** the date of first exposure of any person to that **Pollution Condition;** or

      ii. for **Property Damage** or **Cleanup Costs,** the date the **Pollution Condition** first commenced; and

   b. if the date of the first exposure cannot be immediately determined to have been within this **Policy Period,** and you have no liability insurance incepting prior to the inception of this Policy that provides pollution liability coverage for the subject **Contractor Activities** (regardless of whether the insurance covers this **Pollution Claim),** and the **Bodily Injury, Property Damage** or **Pollution Condition** for which **Cleanup Costs** are incurred continues to exist during the **Policy Period,** the date of the first exposure shall be deemed to have occurred only on the inception date of the first policy we issued insuring you for the subject **Contracting Activities** for this type of **Pollution Claim.** No more than one policy issued by us can be applicable to the **Pollution Claim;** and

   prior to the effective date of the first policy insuring this type of **Pollution Claim** issued to you by us, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances that could give rise to a **Pollution Claim.**

D. Cyber Liability

We will defend you against a **Cyber Claim** (as provided in Section III.A. of this Policy) and pay on your behalf all **Damages** and **Claims Expense** for the **Cyber Claim** in excess of any applicable Self-Insured Retention, provided that:

1. the **Cyber Claim** arises out of **Contractor Activities** or **Professional Services** performed or rendered by you, or by a **Responsible Entity** for whom you are legally responsible, on or after the **Retroactive Date** and before the end of the **Policy Period;** and

2. the **Cyber Claim** is first made against you during the **Policy Period** or Optional Extended Reporting Period, if applicable, and reported in writing by you to us during one of those periods or the Automatic Extended Reporting Period; and

3. prior to the effective date of the first policy insuring this type of **Cyber Claim** issued to you by us, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances that could give rise to a **Cyber Claim.**

E. Media and Personal Injury Liability

We will defend you against any **Media and Personal Injury Claim** (as provided in Section III.A. of this Policy) and pay on your behalf all **Damages** and **Claim Expense** for that **Media and Personal Injury Claim** in excess of any applicable Self-Insured Retention, provided that:

1. the **Media and Personal Injury Claim** arises out of an actual or alleged negligent act, error or omission in the rendering of or failure to render **Professional Services, Media Activities** or **Information Technology Services** by you, or by a **Responsible Entity** for whom you are legally responsible, on or after the **Retroactive Date** and before the end of the **Policy Period;** and

2. the **Media and Personal Injury Claim** is first made against you during the **Policy Period** or the Optional Extended Reporting Period, if applicable, and first reported in writing by you to us during one of those periods or the Automatic Extended Reporting Period; and

3. prior to the effective date of the first policy insuring this type of **Media and Personal Injury Claim** issued to you by us, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances that could give rise to a **Media and Personal Injury Claim.**

F. Mitigation

We agree to pay you or on your behalf for **Mitigation Cost** in excess of any applicable Self-Insured Retention to mitigate or avoid a **Professional Claim, Pollution Claim, Cyber Claim** or **Media and Personal Injury Claim** that would be covered under this Policy, but has not yet been made, provided that:

1. the services or other activities you seek to mitigate or rectify were rendered or performed on or after the **Retroactive Date** and before the end of the **Policy Period;** and

2. the circumstances that would reasonably be expected to lead to such **Claim** are first reported in writing by you to us during the **Policy Period;** and

3. prior to the effective date of the first policy insuring such type of potential **Claim** issued to you by us, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances that could give rise to a **Claim;** and

4. before incurring any **Mitigation Cost,** you demonstrate to us the reasonableness and necessity of the proposed cost in light of the projected benefit in terms of mitigating or avoiding payment under this Policy on the reasonably expected covered **Claim,** and we provide our prior written consent for such **Mitigation Cost,** such consent not to be unreasonably withheld.

SUPPLEMENTAL COVERAGES

The Limits of Liability for each of the following Supplemental Coverages are separate from the Limits of Liability for the coverages in Section I. Insuring Agreement of this Policy, and payments made under the Supplemental Coverages do not erode the Limits of Liability for those coverages.

A. Litigation Attendance Reimbursement

Upon written request by you, we shall reimburse you for your actual and documented loss of earnings and reasonable expenses incurred when you attend a hearing, deposition, or trial at our written request, in the course of our defending a **Claim** under this Policy.

B. Disciplinary Proceedings Defense Expense

Upon written request by you during the **Policy Period,** Automatic Extended Reporting Period or the Optional Extended Reporting Period, if applicable, we will select and retain counsel for you and pay such counsel's reasonable and necessary fees and expenses in defense of a disciplinary proceeding against you before a design professional or contractor licensing board first brought against you during the **Policy Period** or Optional Extended Reporting Period, if applicable, and arising out of either an actual or alleged negligent act, error or omission in the rendering of **Professional Services** or **Pollution Conditions** resulting from the performance of **Contractor Activities,** rendered or performed by or on behalf of you on or after the **Retroactive Date** and before the end of the **Policy Period.**

C. Subpoena Defense Expense

Upon written request by you during the **Policy Period,** Automatic Extended Reporting Period or the Optional Extended Reporting Period, if applicable, we will select and retain counsel for you and pay such counsel's reasonable and necessary fees and expenses to advise and represent you regarding the production of documents and during the preparation for and giving of testimony, in response to a subpoena

in a proceeding other than a **Claim** against you or a **Protective Claim,** that is both first served on you and reported to us in writing during the **Policy Period** or the Optional Extended Reporting Period, if applicable, and arising from **Professional Services** or **Pollution Conditions** resulting from the performance of **Contractor Activities,** rendered or performed by or on behalf of you on or after the **Retroactive Date** and before the end of the **Policy Period.**

D. ADA and FHA Defense Expense

Upon written request by you during the **Policy Period,** Automatic Extended Reporting Period or the Optional Extended Reporting Period, if applicable, we shall select and retain counsel and pay such counsel's reasonable and necessary fees and expenses incurred when you respond to regulatory or administrative actions first brought against you during the **Policy Period** by a government agency under the Americans with Disabilities Act of 1990 (ADA) or the Fair Housing Act (FHA), and alleging a negligent act, error or omission in the rendering of **Professional Services** by or on behalf of you, provided that such **Professional Services** were rendered on or after the **Retroactive Date** and before the end of the **Policy Period.**

E. Corporate Reputation Rehabilitation

Upon written request by you, we shall pay on behalf of you the reasonable and necessary fees and expenses subsequently incurred by a public relations firm approved by us to restore your corporate reputation that is damaged as a result of a **Claim** that we defend under this Policy or circumstances for which we consent to the incurring of **Mitigation Cost** or **Emergency Expense** under this Policy. We have the right to require for approval of the public relations firm minimum professional certifications and qualifications (e.g., Examination for Accreditation in Public Relations, or Accredited Business Communicator from International Association of Business Communicators).

F. Protective Claim Bankruptcy Litigation Expense Reimbursement

Upon written request by you, we shall reimburse you for the reasonable and necessary fees and expenses of retaining bankruptcy counsel in the making of a **Protective Claim** arising out of **Professional Services** that qualifies for coverage under this Policy against a **Responsible Entity** who has filed for or been put into bankruptcy under the United States Bankruptcy Code, provided that the **Protective Claim,** at least in part, is allowed as against or results in a judgment against the **Responsible Entity** in your favor, which is final and no longer subject to objection or appeal.

G. Building Information Modeling - Extra Expense

Upon written request by you during the **Policy Period,** Automatic Extended Reporting Period or the Optional Extended Reporting Period, if applicable, we shall reimburse you for the reasonable and necessary additional expense payable to a third party software consulting company, not otherwise recoverable from any warrantee or guarantee, arising from loss of or damage to any information due to inherent malfunction of any software used in connection with any Building Information Modeling system purchased from a third party vendor and not modified by you or on your behalf, including but not limited to erroneous calculations or modeling, provided that the malfunction is first discovered during the **Policy Period** and after the system has been put to its intended use in the course of actual construction.

H. Emergency Expense

We will indemnify you for **Emergency Expense** in excess of the Self-Insured Retention, if applicable, provided that the **Emergency Expense** must be both incurred by you and reported to us, in writing and as soon as practicable, during the **Policy Period,** but no later than ten (10) days from the discovery of the **Pollution Condition** resulting from the performance of **Contractor Activities** or the expiration of the **Policy Period,** whichever occurs first, and provided that the **Contracting Activities** giving rise to the need for **Emergency Expense** were rendered or performed on or after the **Retroactive Date** and before the end of the **Policy Period.**

III. DEFENSE, SETTLEMENT AND COOPERATION

A. Defense (Coverages B, C, D and E)

1. We have the right and duty to defend you against any **Claim** proceeding in the United States or Canada under Coverage B, C, D or E of this Policy:

a. even if groundless or false;

b. with counsel of our mutual agreement; and

for any **Claim** proceeding anywhere else in the world seeking such **Damages** or **Pollution Loss,** we shall have the right, but not the duty, to defend you against such **Claim.** You shall have the duty to investigate and defend such **Claims,** and we will treat all reasonable and necessary fees and expenses paid to others in the course of doing so as **Claim Expense.**

2. If you and we cannot mutually agree upon defense counsel, we shall have the final right to select defense counsel, but we then will allow for a 25% Self-Insured Retention credit, up to a maximum of $25,000 per **Claim,** towards the costs of having you retain your own counsel to monitor the **Claim.** Defense counsel selected by us will have the sole right and responsibility for defending you against the **Claim.**

3. In the event you are entitled by law to retain independent counsel of your choosing to defend you at our expense and you choose to do so, the attorney fee component of **Claim Expense** shall be limited to the average of the rates we actually pay to counsel we retain in the ordinary course of business in the defense of similar **Claims** in the community where the **Claim** arose or is being defended. In addition, we may require that the independent counsel possess certain minimum qualifications, which may include that the selected counsel have: (1) at least five years of civil litigation experience defending similar **Claims;** and (2) errors and omissions coverage. You further agree to require your independent counsel to provide us with information concerning the **Claim** in a timely manner, to respond to our requests for information concerning the **Claim,** and to comply with our reporting and billing guidelines.

4. We shall have no obligation to pay any **Claim Expense** or to defend any **Claim** after all applicable Limits of Liability have been exhausted by incurred amounts or by payment, or after deposit or tender of the remaining applicable Limit of Liability into court.

B. Settlement and Consent (Coverages B, C, D and E)

We have the right to investigate, conduct negotiations concerning and, with your written consent, settle any **Claim** as we deem expedient. If you refuse to consent to a settlement or compromise recommended by us and acceptable to the claimant, then our Limit of Liability under this Policy with respect to such **Claim** shall be reduced to the amount for which the **Claim** could have been settled, including all **Claim Expenses** incurred up to the time we made our recommendation to you.

C. Settlement (Coverage A)

1. We have the right to investigate and participate in all negotiations concerning a **Protective Claim.**

2. You will not settle any **Protective Claim** for which coverage may be sought under this Policy without our written consent, which shall not be unreasonably withheld. We will not pay any **Loss** on a **Protective Claim** settled in part or whole without our consent.

D. Proactive Resolution of Substantiated Protective Claim (Coverage A)

If you provide us substantiation that satisfies us that the liability of the **Responsible Entities** and the value of your **Protective Loss** are not reasonably disputable and exceed all collectible **Recoverable Insurance,** then upon your written request, we will provide you the following proactive assistance in pursuing recovery for your **Protective Loss:**

1. we will consult with you in the prosecution of your **Protective Claim** and provide our input on strategy for the efficient resolution of the **Protective Claim;**

2. we will attend or otherwise participate in settlement negotiations, including mediations and settlement conferences, for the resolution of the **Protective Claim;**

3. we will assist you in negotiations with representatives for any **Recoverable Insurance;** and

4. if all of your reasonable efforts to recover your **Protective Loss** and the foregoing fail due to the

refusal of the **Responsible Entity** or the representatives for **Recoverable Insurance** to settle your substantiated **Protective Claim,** we will pay the portion of your **Protective Loss** in excess of the available collectible **Recoverable Insurance.**

The costs we incur in performing the activities described in Paragraphs 1. through 3., above, shall be borne by us and shall not erode the Limits of Liability described in Section VL of this Policy.

E. Your Duties (All Coverages)

As a condition precedent to this insurance, in the event of any **First Party Claim, Claim** or reported circumstance:

1. You shall promptly forward to us all documents that you send or receive in connection with the **First Party Claim, Claim** or circumstance, and you will direct all inquiries regarding a **Claim** or circumstance to us or to our designated attorney.

2. You shall cooperate fully with us and our designees in the investigation, defense and settlement of any **First Party Claim, Claim** or circumstance, the conduct of suit or any other proceeding, and in securing and enforcing any right of contribution, indemnity, or other recovery that you potentially may have; such cooperation includes but is not limited to, when requested, attending any proceedings, assisting in securing evidence and obtaining the attendance and testimony of witnesses, whether in a legal proceeding or in an examination by us; and such cooperation will be without charge to us, except as provided otherwise in the Supplemental Coverage for Litigation Attendance Reimbursement. Such cooperation is agreed by us and you to be in furtherance of our common interest in the **First Party Claim** or **Claim,** such that all such communications shall be protected by all applicable privileges and protections.

3. You shall not voluntarily make any payment, assume or admit any liability, consent to any judgment, settle any **First Party Claim** or **Claim,** or incur any **Claim Expense** or **Mitigation Cost,** for which coverage may be sought under this Policy, without our prior written consent, except for **Emergency Expense.** We shall not be liable for any payment, assumed or admitted liability, consent judgment, settlement, or **Claim Expense** to which we have not consented. You shall not release or compromise any right you may have with respect to a **First Party Claim** or **Claim** without our prior written consent. We shall not be liable for any **Loss** attributable to a release without such consent.

4. You shall obtain our written consent before exercising any right, assuming any obligation, or making any agreement, with respect to any dispute resolution mechanism or process for a **First Party Claim** or **Claim,** including but not limited to rejecting or demanding arbitration.

IV. DEFINITIONS

Words stated in the singular will be construed as also being stated in the plural and vice versa. For purposes of this Policy:

A. Advertising means material which promotes your products, services or business.

B. Bodily Injury means physical injury, sickness, disease, building-related illness, mental anguish, emotional distress, or shock sustained by any person, including death resulting therefrom. Furthermore, **Bodily Injury** shall extend to include the monitoring of medical conditions.

C. Claim means **Professional Claim, Pollution Claim, Cyber Claim,** and **Media and Personal Injury Claim.**

D. Claim Expense means reasonable and necessary fees and costs incurred by us to investigate and defend any **Claim** for which coverage is provided under this Policy, including fees and costs charged by adjusters appointed by us to investigate a **Claim. Claim Expense** includes reasonable and necessary fees in defending such a **Claim,** for attorneys, investigators, arbitrators, mediators, consultants and expert testimony, as well as court and arbitration costs and expenses, but shall not include any remuneration, salaries, regular or overtime wages, benefits, fees or other payment of directors, officers, managers and employees of you or us, or fees and expenses of independent adjusters. **Claim Expense** also includes premiums for the covered portion of appeal bonds, attachment bonds or any similar bonds; however, we are not obligated to apply for, secure or furnish any such bond.

E. **Cleanup Costs** means costs for the investigation, monitoring, or disposal of soil, surface water, groundwater, indoor or outdoor atmosphere or other contamination; or for cleanup, abatement, containment, capping, remediation, or correction of a **Pollution Condition** resulting from the performance of **Contractor Activities. Cleanup Costs** also includes **Restoration Costs.**

F. **Content** means data, digital code, images, drawings, scents, sounds, tastes, texts or textures.

G. **Contractor Activities** means:

1. any general construction, construction management, or environmental activity; or

2. any loading, unloading, delivery or transportation of goods, materials, products, or waste to or from any site at which the activities, described in Paragraph 1. of this Definition, are performed as long as such activity is performed by an entity that is properly licensed to deliver or transport such goods, materials, products, or waste; or

3. any operation, use, ownership, or maintenance of a land motor vehicle, off-road motor vehicle, mobile equipment, trailer, semi-trailer, watercraft, aircraft, or rolling stock in connection with the activities described in Paragraph 1. of this Definition; or

4. the use of a **Non-Owned Location.**

Contractor Activities also includes Completed Operations. For the purpose of this Policy, Completed Operations means any of the activities described in Paragraphs 1. through 4. of this Definition that have been completed, including materials, parts or equipment furnished in connection with such work or operations.

H. **Cyber Claim** means a written demand, demand for arbitration or mediation, or suit, made against you seeking money or services due to a **Cyber Security Breach.**

I. **Cyber Security Breach** means any of the following circumstances:

1. the failure to prevent the introduction or transmission of a computer virus or any other malicious code, but only if such computer virus or malicious code affects the data, software, firmware, systems or networks of your clients;

2. the failure to provide your clients with access to your website, or your computer or communications network, when your clients have authorized use of your website, or your computer or communications network;

3. failure to prevent unauthorized access to, or use of, data, software, firmware, systems or networks containing private or confidential information of your client;

4. the destruction, deletion or corruption of your client's electronic data; or

5. failure to prevent the theft, unauthorized or illegal disclosure or loss of your client's information listed below:

   a. an individual, natural person's private **Content,** or

   b. commercial confidential information that resides in or on your hardware devices or data systems, including such information stored on your computer infrastructure system including cloud, remote servers at a co-location or data hosting services or any other data storage not in insureds direct control.

J. **Damages** mean any amounts you are legally obligated to pay.

K. **Emergency Expense** means reasonable and necessary expense, incurred by you, on an emergency basis, to contain, control, mitigate or rectify a **Pollution Condition** resulting from the performance of **Contractor Activities** that is an imminent and substantial endangerment to public health, safety or welfare, or the environment, where the absence of such emergency action being undertaken without delay, further harm to third parties or the environment is imminent.

L. **First Party Claim** means a **Protective Claim** and any other request of us by you for **Mitigation Cost** or for sums arising out of any of the insuring agreements described in the Supplemental Coverage Section of this Policy.

M. **Information Technology Products** means a computer or telecommunication hardware or software product or other electronic product that is used, created, developed or manufactured by or for you, including software updates, service packs and other maintenance releases for such products.

N. **Information Technology Services** means:

1. Consulting on, design of, development of, analysis of, integration of, interface of, modification of and programming of software, hardware, networks, telecommunication systems and electronic or digital devices performed by you or on your behalf for your clients;

2. installation of, training in the use of, support of, servicing of, maintenance of, repair of your **Information Technology Products;**

3. marketing of, selling of, licensing of and distribution of **Information Technology Products;**

4. storage of, warehousing of, mining of and processing of data by you;

5. managing, operating, administering and hosting **Information Technology Products** for your clients; or

6. activities performed on your website(s);

but shall not mean **Information Technology Products.**

O. **Insured** means:

1. the **Named Insured;** or

2. any fully owned subsidiary corporations or subsidiary limited liability companies of the **Named Insured,** of any tier, in the past, as now constituted or hereafter constituted, subject to the limitations in Paragraph 9. of this Definition for the newly acquired or formed entities described therein; or

3. any present or former partner, director, officer, manager, member, shareholder, principal, trustee, or employee of the **Named Insured** solely while acting on behalf of the **Named Insured,** but this Paragraph 3. shall not make any entity an **Insured** solely because of its participation with the **Named Insured** in a legal entity such as a joint venture or limited liability company; or

4. any **Insured** with regard to its participation in a legal entity, including a joint venture or limited liability company, but solely for the **Named Insured's** legal liability arising out of the performance of **Professional Services, Contractor Activities, Media Activities or Information Technology Services** under the respective legal entity, and such legal entity itself, or any other entity other than an **Insured** that is part of the legal entity, are not **Insureds;** or

5. with regard to Coverage C only, any client of the **Named Insured,** or other entity or person, that the **Named Insured** is obligated to name as an additional insured on this Policy pursuant to a written contract, agreement, or permit, executed prior to when the **Pollution Claim** was first made, and solely as respects **Pollution Conditions** resulting from the **Named Insured's** performance of **Contractor Activities;** or

6. any entity which is specifically identified as an **Insured** in the Declarations or by endorsement to this Policy; or

7. the estate, heirs, executors, shareholders, administrators or legal representatives of an **Insured** in the event of such **Insured's** death, incapacity, or bankruptcy, or the spouse or legal domestic partner of any **Insured,** but only to the extent such **Insured** would otherwise be provided coverage under this Policy while acting solely on behalf of the **Named Insured;** or

8. any prior entity that has been reported to us prior to when the **First Party Claim** or **Claim** was first made and whose assets, partners, principals, or shareholders were acquired by the **Named Insured,** and for which the **Named Insured** is required to provide liability insurance under a written contract or

agreement executed before the **First Party Claim** or **Claim** was first made; or

9. any entity newly formed or acquired by the **Named Insured** during the **Policy Period** in which the **Named Insured** has more than 50% legal or beneficial interest and over which the **Named Insured** exercises management or financial control and has agreed in writing to provide insurance for such entity prior to the **First Party Claim** or **Claim** being made. However:

    a. coverage will only be provided for **First Party Claims** or **Claims** arising out of **Professional Services, Contractor Activities, Media Activities** or **Information Technology Services** performed on or after the date of formation, acquisition, or exercised financial or management control; and

    b. this coverage will expire within 90 days for such entity, or the end of the **Policy Period,** whichever is earlier, unless the **Named Insured** provides written details of such newly acquired entity to us and pays the additional premium requested by us, if any.

P. **Insured Contract** means:

1. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you, or temporarily occupied by you, with permission of the owner is not an **Insured Contract;** or

2. a sidetrack agreement; or

3. any easement or license agreement; or

4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or

5. an elevator maintenance agreement; or

6. 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, Property Damage,** or **Pollution Loss** to a third party or organization. This section does not include that part of any contract or agreement that indemnifies an architect, engineer, or surveyor for injury or damage arising out of:

    a. Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

    b. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

    For the purpose of this section, tort liability means only that liability that would be imposed by law in the absence of any contract or agreement. Any assumption of liability beyond that of tort liability specified in this Paragraph 6. shall not be considered to be part of the **Insured Contract.**

Q. **Loss** means **Protective Loss, Third Party Loss, Mitigation Cost** and any other amount to which you are entitled under any of the insuring agreements described in the Supplemental Coverages Section of this Policy.

R. **Media Activities** means **Media Communications** or the gathering, collection, or recording of **Media Material** for inclusion in any **Media Communications** in the ordinary course of your business.

S. **Media and Personal Injury Claim** means a written demand, demand for arbitration or mediation, or suit, made against you seeking money or services due to a **Media and Personal Injury Offense.**

T. **Media and Personal Injury Offense** means:

1. Infringement of copyright, piracy, plagiarism or misappropriation or unauthorized use of ideas shared with you in the course of services for your client;

2. Infringement of trade secrets, domain name, title or slogan, or the dilution or infringement of trademark

or service mark;

3. act, error or omission regarding the **Content** of any **Media Communication,** including harm caused through any reliance or failure to rely upon such **Content;**

4. Misappropriation of trade secret;

5. Defamation, libel, slander, product disparagement, trade libel, or other tort related to disparagement or harm to the reputation or character of any person or organization;

6. Invasion or interference with the right to privacy or of publicity;

7. Misappropriation of any name or likeness for commercial advantage;

8. False arrest, detention or imprisonment or malicious prosecution; or

9. Invasion of or interference with any right to private occupancy, including trespass, wrongful entry, eviction or eavesdropping.

U. Media Communications means the display, broadcast, dissemination, distribution or release of **Media Material** to the public by you.

V. Media Material means information in the form of words, sounds, numbers, images or graphics in electronic, print or broadcast form, including **Advertising,** but does not mean computer software or **Content.**

W. Mediation means the non-binding facilitation by a neutral third party of **First Party Claim** or **Claim** resolution.

X. Mitigation Cost means reasonable and necessary fees or direct costs incurred to mitigate or rectify **Professional Services, Contractor Activities, Media Activities** or **Information Technology Services** that would reasonably be expected to give rise to a **Claim** covered by this Policy, provided such fees and direct costs are incurred prior to any **Claim.** In the event of a **Cyber Security Breach, Mitigation Costs** include costs we incur to engage a qualified firm on your behalf to:

1. investigate the **Cyber Security Breach;**

2. notify any parties affected by the **Cyber Security Breach;**

3. perform credit monitoring service for your clients' individual personal data or your clients' corporate data lost because of the **Cyber Security Breach;** and

4. restore or recreate, if possible, any of your clients' lost data caused by the **Cyber Security Breach.**

Your fees or direct costs may be treated as **Mitigation Cost** only with our prior written consent, which consent shall not be unreasonably withheld. **Mitigation Cost** does not include any fees or direct costs relating to or resulting from **Emergency Expense;** betterment; or the failure to prevent or detect faulty workmanship.

Y. Named Insured means the individual, partnership, entity, firm, or the company named in Item 1. of the Declarations.

Z. Natural Resource Damage means physical injury to or destruction of (including the resulting loss of value) 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 (including the resources of the fishery conservation zone established by Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et. seq.)), any State or Local government, any Foreign 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 Location means:

1. real property rented, leased or managed by you, including temporary job site offices, but only if such real property is utilized on a temporary basis for the storage of goods, materials, equipment, products or wastes for the purpose of performing the activities, described in Paragraphs 1. through 3. in Definition G. **Contractor Activities,** for a client; or

2. any location used for the treatment, storage, recycling or disposal of your waste material provided that:

   a. the waste material is generated or removed while performing activities, described in Paragraphs 1. through 3. in Definition G. **Contractor Activities,** for a client; and

   b. the location is not managed, operated, owned or leased by you or any of your subsidiaries or affiliates with the exception of any location that is managed, operated, owned or leased solely by one or more persons or organizations that are **Insureds** only by reason of Paragraph 5. in Definition O. **Insured;** and

   c. the location is permitted or licensed by any Federal, State, Local or Provincial authorities to accept such material as of the date of the treatment, storage, recycling or disposal.

BB. Policy Period means the period from 12:01 a.m. on the effective date of this Policy as set forth in Item 3. of the Declarations, to 12:01 a.m. on the earliest of the date of the expiration date of this Policy as set forth in Item 3. of the Declarations or any earlier termination date if this Policy is cancelled.

CC. Pollution Claim means the assertion of a legal right alleging liability or responsibility on your part, including but not limited to lawsuits, petitions, arbitrations or other alternative dispute resolutions, and public agency directives, made against you, for **Pollution Loss** arising out of a **Pollution Condition** resulting from otherwise insured **Contractor Activities.**

DD. Pollution Condition means the actual or alleged discharge, dispersal, release, seepage, migration, growth or escape of smoke, soot, fumes, acids, alkalis, toxic chemicals, mold, mildew, spores, fungi, microbes, bacteria, legionella pneumophila, asbestos, lead, silica, silt, sediment, liquids, gases, waste materials, contaminants, organic or inorganic pollutants, electromagnetic fields, hazardous substances, hazardous materials, waste materials including medical, infectious, and pathological wastes, or other irritants, into or upon land, any structure on land, the indoor or outdoor atmosphere, any watercourse, or any body of water, including groundwater. Waste materials include materials to be recycled, reconditioned or reclaimed. Radioactive matter shall also be considered a pollutant, except as otherwise covered or protected by insurance or protections provided pursuant to 42 U.S.C. § 2014(w), as amended, or Section 170 of the Atomic Energy Act of 1954, as amended.

EE. Pollution Loss means any amounts you are legally obligated to pay for **Bodily Injury, Property Damage** or **Cleanup Costs.**

FF. Principal Personnel means the directors, officers, principals, partners, insurance and risk managers, and those persons responsible for your environmental or legal affairs for the **Named Insured.**

GG. Professional Claim means a written demand, demand for arbitration or mediation or suit made against you seeking **Damages** or correction of **Professional Services** and alleging a negligent act, error or omission in the rendering of or failure to render **Professional Services.**

HH. Professional Services means:

1. Construction Management, Program Management, Project Management, Owner's Representation, Property Management, Real Estate Brokerage/Agency, Property Development, Lease Brokering, any delegated design responsibility or design assist services, including but not limited to constructability reviews or value engineering; or

2. architecture; engineering; contract administration as part of design; sprinkler design; fire protection design; life safety design; mechanical, electrical or security systems design; light use, acoustical or signage design; landscaping design; surveying; quantity surveying; project accounting, quality control reviews, assist or documentation, material testing; cost consulting, economic, feasibility, technical consulting or technical studies or opinions, or scientific reviews; software design for the purpose of operating or maintaining any building system; interior design or space planning services; or design services to support Leadership in Energy and Environmental Design (LEED) certification for a project; or

3. professional services with respect to any Building Information Modeling (BIM) systems, including but not limited to modification, alteration, transfer, protection, manipulation, use, or misuse thereof, or design assist system or program, and the foregoing within Integrated Project Delivery (IPD), Public-Private Partnership projects (P3s), or Lean Project Delivery System (LPDS); or

4. environmental consulting, environmental engineering, environmental site assessment, remedial investigations, feasibility studies, remedial design, environmental monitoring, testing and sampling, remedial oversight and management, ecological studies, environmental training, industrial hygiene, forensic inspections and expert witness services; or

5. ordinary technology services utilized in the performance of the Professional Services described above. Such technology services include the design, development, programming, analysis, training, use, hosting, management, support, and maintenance of any software, database, internet service, or website.

II. **Property Damage** means:

1. physical injury to or destruction of tangible property, including resulting loss of use thereof; or
2. loss of use of tangible property that has not been physically injured or destroyed; or
3. diminution of property value; or
4. **Natural Resource Damage.**

JJ. **Protective Claim** means written demand, demand for arbitration or mediation or a suit instituted by you against the **Responsible Entity** seeking a remedy and alleging liability or responsibility on the part of such **Responsible Entity** arising from:

1. a negligent act, error or omission in the rendering of or failure to render **Professional Services;** or
2. a **Pollution Condition** resulting from the performance of **Contracting Activities.**

Protective Claim does not include a demand or proceeding for non-monetary or injunctive relief.

KK. **Protective Loss** means:

1. any amounts you are legally entitled to recover; or

2. in the event the **Protective Claim** is made against a **Responsible Entity** in whose favor you have granted a Limitation of Liability permitted by this Policy, any amounts you would have been legally entitled to recover in the absence of such Limitation of Liability;

from each **Responsible Entity:**

1. due to a negligent act, error or omission in the rendering of **Professional Services;** or
2. for **Bodily Injury, Property Damage** or **Cleanup Costs** due to a **Pollution Condition.**

In the event that multiple **Responsible Entities** cause the same or related loss, the amount of **Protective Loss** shall not exceed the single loss caused by such multiple **Responsible Entities.**

LL. **Recoverable Insurance** means the lesser of either Item 1. or 2. below:

1. all liability insurance applicable to the **Professional Services** or **Pollution Condition** from which the **Protective Claim** arises and providing such applicable coverage to any **Responsible Entity** or any person or entity for which the **Responsible Entity** is responsible; or

2. in the event the **Protective Claim** is made against a **Responsible Entity** in whose favor you have granted a Limitation of Liability permitted by this Policy that is applicable to the **Protective Claim,** such Limitation of Liability.

MM. **Responsible Entity** means those persons or entities, retained by you or on your behalf, rendering **Professional Services** or **Contractor Activities.**

NN. **Restoration Costs** means the reasonable and necessary costs incurred by you, with our prior written

consent, to repair, replace, or restore real or personal property to substantially the same condition it was prior to being damaged during work performed in the course of incurring **Cleanup Costs. Restoration Costs** do not include costs associated with improvements or betterments.

00. Retroactive Date(s) means the date(s) set forth in Item 6. of the Declarations.

PP. Third Party Loss means the total of all **Damages** and **Pollution Loss** you are legally obligated to pay, and all related **Claim Expense.**

V. EXCLUSIONS

We will not be liable to make payments or indemnify you for any **First Party Claim, Claim** or **Loss** directly or indirectly for or arising out of:

A. any amounts incurred in connection with the making or prosecution of a **Protective Claim.** This Exclusion applies at all times, including where we are providing Proactive Resolution of Substantiated Protective Claim under Section III.D. of this Policy, excepting only the Supplemental Coverage for Protective Claim Bankruptcy Litigation Expense Reimbursement.

B. the amount of any default judgment, arbitration award or adjudicator's decision in circumstances where the **Responsible Entity** has failed to plead or provide a defense, response or answer, or take any other procedural step, except that this Exclusion shall not apply to the amount of **Protective Loss** which you would have been entitled to recover from the **Responsible Entity,** respectively, had such defense, response or answer been pleaded or provided, or procedural step been taken.

In such instance where the **Responsible Entity** has failed to plead or provide a defense, response or answer, or take any other procedural step, the burden of proving the extent of **Protective Loss** which you would have been entitled to recover from the **Responsible Entity,** respectively, will be upon you.

C. any design or manufacture of any goods or products which are sold or supplied by you or by anyone under license to you, including any parts, components, assemblies or equipment installed or incorporated by or on behalf of you into your work. This Exclusion does not apply to (1) software sold or supplied by you in connection with your provision of other **Professional Services,** or (2) goods or products installed or incorporated in your work which have been specially designed, but not manufactured, by you or on your behalf by a qualified **Responsible Entity** for use in a specific project, or (3) goods or products installed or incorporated in your work that cause a **Pollution Loss** arising out of a **Pollution Condition** resulting from the performance of **Contractor Activities,** or (4) **Information Technology Products.**

D. the cost to repair or replace faulty workmanship in any construction, erection, fabrication, installation, assembly, or manufacturing process, including materials, parts, or equipment furnished in connection therewith, unless the faulty workmanship is caused by otherwise covered **Professional Services** as respects the applicability of:

1. Coverages A or B; or
2. **Mitigation Cost** to mitigate or rectify **Professional Services** under Coverage F, except for any fees and direct costs relating to or resulting from the failure to prevent or detect faulty workmanship.

This Exclusion does not apply to Coverages C, D, E, **Mitigation Cost** to mitigate or rectify a **Pollution Condition** resulting from the performance of **Contractor Activities** under Coverage F, or Supplemental Coverage H. Emergency Expense.

E. any actual or alleged harassment, humiliation, discrimination, or similar misconduct on any basis, whether as to a legally protected group or otherwise.

F. any employment obligations, decisions, conduct, practices or policies as an employer, including but not limited to any obligation for which any party shall be liable under any worker's compensation, unemployment compensation, employer's liability, obligation to pay fair wages or benefits, or disability benefits law or under any similar law.

G. liability under contract, agreement, warranty or guarantee, except such liability that would have existed in the absence of such contract, agreement, warranty or guarantee. This Exclusion extends to any contractual obligation to make payments to others, including subcontractors, subconsultants, or their employees, or for materials. Solely for purposes of Coverage C, this Exclusion shall not apply to liability of

others assumed under an **Insured Contract.** This Exclusion shall not apply to that portion of a contract that sets forth the **Insured's** participation in a legal entity that is insured under Definition 0.4. of this Policy.

H. any fraudulent, criminal, dishonest, intentionally or knowingly wrongful, or malicious act, error, or omission, or those of an inherently harmful nature, except that this Exclusion shall not apply to a **Claim** against you if you did not commit, participate in, or have knowledge of such conduct.

I. taxes; criminal fines; criminal penalties; or liability for liquidated damages you or the **Responsible Entity** would not have had in the absence of the agreement for liquidated damages.

J. any return, withdrawal or reduction in contractor charges; any equitable obligation, including restitution, disgorgement, or the costs of complying with injunctive relief; or the time and expense in addressing or resolving an actual or potential **First Party Claim** or **Claim.**

K. any conduct by an individual, corporation, partnership, or joint venture of which you are a partner, director, officer, member, participant, or employee that is not designated in the Declarations or by endorsement as an **Insured.** This Exclusion shall not apply to conduct by an entity for which the **Insured's** participation is insured under Definition 0.4. of this Policy.

L. **First Party Claims** or **Claims** made by any **Insured** against any other **Insured.** However, this Exclusion shall not apply as respects **Claims** made by any entity or person only qualifying as an **Insured** under Paragraph 5. of the Definition of **Insured** in this Policy.

M. **Claims** against you made by, or **Protective Claims** by you made against, any individual or entity, or its subrogees or assignees:

1. that wholly or partially owns, controls or operates you; or
2. in which you have an ownership interest in excess of twenty-five percent (25%); or
3. that is controlled or operated by you; or
4. in which you are an officer or director; or
5. that is an affiliate of you, where you both are ultimately owned in excess of twenty-five percent (25%), directly or indirectly, by the same entity.

With respect to Items 2., 3., and 4. above, this Exclusion shall be limited when the **Claim** or **Protective Claim** is made by a formal joint venture partnership of which you are a participant to your percentage of ownership interest in the joint venture, so that we shall only be responsible for that portion of **Third Party Loss** or **Protective Loss** that is the difference between your percentage of ownership interest and the total joint venture ownership interest percentage.

N. **Bodily Injury** or **Property Damage** arising out of construction means, methods or techniques; site safety; crane erection, use, maintenance or operation; scaffolding; or demolition, but solely for the purposes of Coverage B, and for the purposes of Coverages A and F with respect to obligations arising from **Professional Services.**

O. any **Loss** caused by or resulting from war, invasion, hostilities, acts of foreign enemies, civil war, rebellion, insurrection, military or usurped power, martial law, or confiscation by order of any government or public authority.

P. any **Protective Loss** or **Pollution Loss** resulting from:

1. the discovery of a **Pollution Condition** on, at or under the **Non-Owned Location;** or
2. a **Pollution Condition** on, at, under or migrating from a **Non-Owned Location,** for which the owner of the **Non-Owned Location** becomes legally obligated to pay unless such **Pollution Loss** results from the performance of the activities described in Paragraphs 1. through 3. of Definition G. **Contractor Activities.**

Q. for purposes of Coverages D and E, the loss, theft, destruction, transfer, misappropriation, or any misuse of any of your employees' personal data, confidential information or other private **Content,** including but not limited to social security numbers, phone numbers, family names, family history, or home or medical information.

R. any **Professional Services, Contractor Activities, Media Activities,** or **Information Technology Services** that constitute violations of either the laws of the United States or any jurisdiction in which they were performed, including U.S. economic, trade sanction or export control laws administered by the U.S. Treasury, State and Commerce Departments (e.g., the economic and trade sanctions administered by the U.S. Treasury Office of Foreign Assets Control), or the U.S. Controlled Substances Act or similar laws in the subject jurisdiction. Additionally, we shall not be required to provide any coverage, pay any **Claim** or **First Party Claim,** or provide any other benefit hereunder to the extent that provision of such coverage, payment of such **Claim** or **First Party Claim** or provision of such other benefit would be in violation of any trade or economic sanctions laws or regulations applicable in our jurisdiction of domicile or with which we are legally obligated to comply.

VI. LIMITS OF LIABILITY AND SELF-INSURED RETENTION

A. Limits of Liability

1. Limit of Liability Each **Claim** or **First Party Claim:** Our Limit of Liability for the sum of all **Loss** for each single **Claim** or **First Party Claim** to which this Policy applies shall not exceed the amount stated in Item 4.A. of the Declarations specified for each applicable coverage provided by this Policy.

2. Limit of Liability in the Aggregate for Each Coverage for the Policy: Our Limit of Liability for all **Loss** under each respective coverage provided by this Policy shall not exceed the amount stated in Item 4.B. of the Declarations for such coverage for the Policy.

3. Limit of Liability in the Aggregate for All Coverages Described in Section I. of this Policy for the Policy: Our Limit of Liability for the sum of all **Loss** arising out of all **Claims** or **First Party Claims** under the coverages described in Section I. provided by this Policy shall not exceed the amount stated in Item 4.C. of the Declarations for the Policy.

B. Self-Insured Retention

The Self-Insured Retention amount stated in Item 5.A. of the Declarations applies to each **Claim** or **First Party Claim,** if applicable. The Self-Insured Retention amount stated in Item 5.B. of the Declarations is the most you shall pay for the sum of all of your Self-Insured Retention obligations arising out of all **Claims** or **First Party Claims** under each respective coverage for the Policy, if applicable, provided that in no event shall your Self-Insured Retention obligation be less than the amount stated in Item 5.C. of the Declarations for any **Claim** or **First Party Claim** under each respective coverage. The Self-Insured Retention amount shall be paid by you before we pay any **Loss,** though any payments made by any **Recoverable Insurance** also implicated by the **Claim** or **First Party Claim** shall serve to reduce your Self-Insured Retention obligation. Our Limits of Liability set forth in Item 4. of the Declarations are in addition to and in excess of the Self-Insured Retention amount. No Self-Insured Retention amount shall apply with respect to the Supplemental Coverages provided by the Policy, except for Supplemental Coverage H. Emergency Expense. If a **Claim** arising out of the same set of circumstances for which we have paid **Mitigation Cost** is made, then any amounts paid under the Self-Insured Retention for such **Mitigation Cost** shall reduce the Self-Insured Retention for that **Claim.**

Mediation Credit: If you and we agree beforehand to attempt to resolve a **Claim** or **First Party Claim** at **Mediation,** and if you and we resolve such **Claim** or **First Party Claim** by such **Mediation,** your Self-Insured Retention obligation for such **Claim** or **First Party Claim** will be reduced by 50%, subject to a maximum reduction of $25,000.

VII. MULTIPLE INSUREDS

The number of **Insureds** covered by this Policy shall not operate to increase the Limit of Liability specified in the Declarations, notwithstanding any other provision of this Policy.

VIII. MULTIPLE CLAIMS

Two or more **Claims** or **First Party Claims** arising out of one or more acts, errors, omissions, incidents, events, or **Pollution Conditions,** or a series thereof, that are related (either causally or logically), will be considered a single **Claim** or **First Party Claim** subject to:

A. a single Each **Claim** or **First Party Claim** Limit of Liability; and

B. a single Self-Insured Retention (if applicable); and

shall not operate to increase our Limits of Liability. All such **Claims** or **First Party Claims** treated as a single **Claim** or **First Party Claim,** whenever made, shall be considered first made on the date the earliest such **Claim** or **First Party Claim** was first made, and only a Policy providing coverage for the earliest **Claim** or **First Party Claim** shall have any coverage for such **Claims** or **First Party Claims.**

If more than one Coverage applies to the whole or a part of a **Claim** treated as a single **Claim** pursuant to this Section VIII., then the Each **Claim** Limit of Liability for the entirety of that single **Claim** and the applicable Self-Insured Retention for that single **Claim** shall be those set forth in Items 4.A. and 5., respectively, of the Declarations for the applicable Coverage with the largest Each **Claim** Limit of Liability. If more than one applicable Coverage has the same Each **Claim** Limit of Liability, but have different Self-Insured Retentions, then the largest Self-Insured Retention shall apply to that single **Claim.**

IX. EXTENDED REPORTING PERIOD

A. Automatic Extended Reporting Period

If we or you do not renew this insurance with a renewal policy issued by us for any reason, other than after cancellation pursuant to Section XI.G. Cancellation and Termination, you shall be entitled to a period of sixty (60) days from the date of policy termination to report a **Claim** (except for a **Pollution Claim)** or **First Party Claim** which is made by or against you prior to such termination date. This Automatic Extended Reporting Period may not be canceled by you and does not require the payment of an additional premium. This Automatic Extended Reporting Period shall be included within the Optional Extended Reporting Period if such is purchased. The Automatic Extended Reporting Period shall not serve to increase or reinstate the Limits of Liability set forth in the Declarations. The Aggregate Limit of Liability for the Automatic Extended Reporting Period shall be the amount ofcoverage remaining in this Policy's aggregate liability limit set forth in the Declarations.

B. Optional Extended Reporting Period

If we or you do not renew this insurance with a renewal policy issued by us for any reason, other than after cancellation pursuant to Section XI.G. Cancellation and Termination, and if the total premium for this Policy has already been paid in full, then you shall have the option to pay an additional premium and extend the period by which a **Claim** (except for a **Pollution Claim)** or **First Party Claim** can be first made by or against you and reported to us.

The premium for the Optional Extended Reporting Period shall be: (1) 100% of the annual premium for twelve (12) months of extension; (2) 150% for twenty-four (24) months of extension; or (3) 200% for thirty-six (36) months of extension. The purchase of an Optional Extended Reporting Period shall not be effective unless endorsed herein.

Your option to purchase the Optional Extended Reporting Period must be exercised by notice in writing to us no later than sixty (60) days after the termination date of this Policy. Effective notice must indicate the total Optional Extended Reporting Period desired and must include payment of premium for such period. If such notice and premium are not mailed to us within such sixty (60) days, then you are not entitled to purchase an Optional Extended Reporting Period at a later date.

If purchased pursuant to the preceding paragraph, the Optional Extended Reporting Period shall commence upon the termination of the **Policy Period.** The Automatic Extended Reporting Period shall not apply after the termination of the Optional Extended Reporting Period. At the commencement of any Optional Extended Reporting Period, the entire premium shall be deemed fully earned. In the event you terminate the Optional Extended Reporting Period before its term for any reason, we shall not be obligated to return any portion of the premium.

Although the period during which a **Claim** (except for a **Pollution Claim)** or **First Party Claim** can be reported to us is extended by virtue of the Optional Extended Reporting Period, this fact shall not in any way increase or reinstate the Limits of Liability of this Policy. The Optional Extended Reporting Period shall not serve to increase or reinstate the Limits of Liability set forth in the Declarations. The Aggregate Limit of Liability for the Optional Extended Reporting Period shall be the amount of coverage remaining in this Policy's aggregate liability limit set forth in the Declarations.

X. REPORTING

A. Reporting a Claim or First Party Claim

As a condition precedent to coverage under this Policy, in the event of a **Claim** or **First Party Claim,** you must do the following:

1. Report the **Claim** or **First Party Claim** to us in writing as soon as reasonably possible, which (except for a **Pollution Claim)** must be during the **Policy Period,** the Automatic Extended Reporting Period, or during any applicable Optional Extended Reporting Period. Reporting should be sent to us at the address stated in the Claims Notice attached to this Policy; and

2. Promptly provide a copy of the **Claim** or **First Party Claim,** if in writing, and specify in the report: the names and addresses of the **Insured** reporting the **Claim** or **First Party Claim,** the persons or entities making the **Claim** or **First Party Claim,** and the persons or entities against whom the **Claim** or **First Party Claim** is made; when the **Claim** or **First Party Claim** was made; the subject of the **Claim** or **First Party Claim;** and any other relevant facts or allegations known to you.

B. Reporting a Circumstance

If during the **Policy Period,** you become aware of a circumstance that may reasonably be expected to give rise to a **Claim** or **First Party Claim** which may be covered under the Policy, and if you, during the **Policy Period,** provide a written report to us at the address stated in the Claim Notice attached to this Policy of the circumstance as soon as practicable containing particulars sufficient to identify you and all reasonably obtainable information with respect to:

1. when and how you first became aware of such circumstance;
2. any act, error, omission asserted or believed to be at issue;
3. the services or activities involved in the circumstance;
4. what happened and the dates and entities involved; and
5. the nature of any alleged or potential **Loss;**

then any **Claim** (except for a **Pollution Claim)** or **First Party Claim** arising out of such circumstance shall be deemed to have been made on the date we received the written report of the circumstance. At our sole discretion and cost, we may elect to investigate any circumstance which is reported; any such costs associated with the investigation of a circumstance prior to a **Claim** being made against you will not be considered **Claim Expense,** will not reduce the applicable Self-Insured Retention and shall be paid by us in addition to the Limit of Liability.

XI. CONDITIONS

A. Territory

The coverage afforded by this Policy applies worldwide.

B. Audit and Inspection

Upon reasonable prior notice, we shall be permitted to audit your final books and records at any time during the **Policy Period,** the Automatic Extended Reporting Period, the Optional Extended Reporting Period, if applicable, and within three years after the final termination of this Policy, as far as they relate to the subject matter of this Policy. We shall also be permitted to inspect, sample, and/or monitor your operations on a continuing basis. Neither our right to make inspections, sample, and/or monitor, nor the actual undertaking thereof, nor any report thereon shall constitute an undertaking, on behalf of us or others, to determine or warrant that your operations are safe, healthful, conform to acceptable practice, or are in compliance with any law, rule, or regulation.

C. Subrogation

In the event of any payment under this Policy, we shall be subrogated to all of your rights of recovery thereof. You shall execute and deliver all requested instruments and papers in furtherance of such rights to us and do whatever else is reasonably necessary to secure such rights. You shall do nothing to waive or prejudice such rights. We shall have priority in any recovery, and any amounts recovered in excess of our total payment and the cost to us of recovery shall be paid to you. However, we waive our rights of subrogation under this Policy, to the extent such a waiver is required by a written contract with you executed prior to the **Claim,** against any of the following that is not a **Responsible Entity:** your clients, their parents or other affiliates, and your client's designees; and your co-participants in an entity for which your

participation is insured under Definition 0.4. of this Policy.

For Coverage A only, we will not subrogate against a **Responsible Entity** in excess of its collectible insurance, provided it has maintained **Recoverable Insurance,** regardless of whether or not such **Recoverable Insurance** is exhausted or reduced.

D. Changes

None of the provisions of this Policy will be waived, changed, or modified except by written endorsement issued by us to form a part of this Policy. Notice to any of our agents or knowledge possessed by any such agent or any other person will not act as a waiver or change in any part of this Policy and will not prevent us from asserting any rights under the provisions of this Policy.

E. Action Against Us

Only you can make claims against us under Coverages A and F, and the Supplemental Coverages, of this Policy.

No action shall be taken against us with respect to Coverage A unless, as a condition precedent thereto, you shall have fully complied with all the terms of this Policy, and until the amount the **Responsible Entity** is legally obligated to pay shall have been finally determined either by judgment after actual contested trial or arbitration, or other method of dispute resolution for which we have given prior written approval.

No action shall be taken against us with respect to Coverage B, C, D or E unless, as a condition precedent thereto, you shall have fully complied with all the terms of this Policy, and until the amount you are legally obligated to pay shall have been finally determined either by judgment after actual contested trial or arbitration, or other method of dispute resolution for which we have given prior written approval.

No person or organization shall have any right under this Policy to join us in any action against you. No **Responsible Entity** shall be an **Insured** under this Policy.

F. Assignment of Interest

It is agreed that the insurance provided herein and your interests hereunder cannot be transferred or assigned to another party without our express written consent.

G. Cancellation and Termination

1. The premium paid for this Policy shall be fully earned in the first twelve months of the **Policy Period.**

2. This Policy may only be cancelled by us for one or more of the following reasons:

   a. non-payment of premium; or

   b. a material misrepresentation or concealment of facts; or

   c. a material breach of any provision of this Policy.

   If this Policy is cancelled by us, notice of cancellation will be sent in writing to the first **Named Insured** (except as modified by any Endorsement to this Policy, either electronically or at the address indicated on the Declarations. We will provide such written notice at least ninety (90) days prior to the date such cancellation is to take effect; except that, in the event of cancellation for non-payment of premium, we will provide only fifteen (15) days written notice. If the premium is paid by a premium financing company and the premium financing company, acting under a valid premium finance agreement with you, requests cancellation of the Policy due to non-payment of premium from you in the first twelve (12) months of the **Policy Period,** the earned premium shall be computed short-rate of the twelve-month policy term premium and the unearned premium shall be returned to the premium finance company.

   The effective date and hour of cancellation will be stated in such notice. Cancellation by us also cancels the Automatic Extended Reporting Period and any Optional Extended Reporting Period; the **Policy Period,** the Automatic Extended Reporting Period, and any Optional Extended Reporting Period will end on that date. If we cancel for the reason specified in Subparagraph (a), there shall be no return premium. If we cancel for reasons stated in Subparagraphs (b) or (c) in the first twelve (12)

months of the **Policy Period,** the earned premium shall be computed pro-rata of the twelve-month earned policy term premium. Payment of any return premium shall not be a condition of cancellation.

3. This Policy may be cancelled by the first **Named Insured** for any reason. In the event that the first **Named Insured** cancels the Policy, the earned premium shall be computed under the customary short rate table and procedure as a percentage of the total Policy premium stated in the Declarations, and we will return the corresponding unearned premium to the first **Named Insured.** Cancellation by the first **Named Insured** shall also cancel the Automatic Extended Reporting Period and any Optional Extended Reporting Period on the date of cancellation.

4. Notwithstanding the foregoing, if you report a **Claim** or **First Party Claim** to us prior to the date of cancellation, the Policy premium shall be considered 100% earned, and no premium shall be returned upon cancellation.

H. No Limitation of Liability

You shall not limit the liability of any **Responsible Entity,** except to collectible insurance, without our prior written approval. If you limit the liability of a **Responsible Entity** in a manner that fails to comply with the foregoing, our obligation to pay **Loss** arising out of any **Claim** or **First Party Claim** involving such **Responsible Entity** shall apply solely in excess of the collectible insurance that would have been available in the absence of the limitation of liability to such **Responsible Entity** or any person or entity for which the **Responsible Entity** is responsible.

I. Your Bankruptcy

Your bankruptcy or insolvency shall not relieve us of our obligations under this Policy.

J. Authorization Clause

By acceptance of this Policy, the first **Named Insured** shall be the sole agent of and shall act on behalf of the **Insureds** for all purposes as to the Policy, including but not limited to the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, providing and receiving notice of cancellation, termination, or nonrenewal, the giving of notices and reporting of **First Party Claims, Claims** and circumstances, for completing applications and the making of any statements or representations, for making any change to the Policy, and for the exercising or declining to exercise any right under this Policy, including the purchase of an Optional Extended Reporting Period.

K. Severability of Policy Provisions

If any material provision or clause of this Policy is declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, that provision will immediately become null and void, leaving the remainder of this Policy in full force and effect.

L. Severability of Insureds (Coverages B, C, D and E)

Except with respect to the Limits of Liability and Self-Insured Retentions, the Authorization Clause of this Conditions Section and as otherwise provided in this Policy, this insurance applies as if each **Insured** were the only **Insured** and separately to each **Insured** against whom a **Claim** is made.

M. Other Insurance

This Policy is excess over the Self-Insured Retention and any other valid and collectible liability insurance available to you, whether such other insurance is stated to be primary, pro-rata, contributory, excess, contingent, self-insured or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy to the Policy number in this Policy's Declarations. When any other insurance has a duty to defend a **Claim,** we will have no duty to defend the **Claim;** if no such other insurance defends the **Claim,** we will have the right but not the duty to defend the **Claim.**

Under Coverage C only, when you are required by written contract, written agreement, or permit, executed prior to when the **Pollution Claim** was first made, to include any person or entity as an additional **Insured,** such coverage will be provided on a primary and non-contributory basis to the extent so required.

N. Choice of Law

All matters arising from or related to this Policy, including without limitation questions related to the validity, interpretation, performance, and enforcement of this Policy, all forms of contractual, tort and statutory claims, and all remedies and entitlement to costs or attorneys' fees in a dispute over any of the foregoing, shall be determined in accordance with the law and practice of the State of New York (notwithstanding New York's conflicts of law rules).

O. Jurisdiction and Venue

It is agreed that, in the event of any dispute arising from or related to this Policy, including without limitation questions related to the validity, interpretation, performance, and enforcement of this Policy, and all forms of contractual, tort and statutory claims, you and we will submit to the jurisdiction of any court (State or Federal) in New York and will comply with all the requirements necessary to give such court jurisdiction. Nothing in this clause constitutes or should be understood to constitute a waiver of your or our right to remove an action to the United States District Court, regardless of the jurisdiction in which an action is commenced.

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: LIBERTY CONCRETE LLC

Business name: LIBERTY CONCRETE LLC DBA LIBERTY NORTHWEST CONSTRUCTION

Entity type: Limited Liability Company

UBI #: 605-011-736

Business ID: 001

Location ID: 0001

Location: Active

Location address: 3448 N HUETTER RD
COEUR D ALENE ID 83814-8905

Mailing address: 3448 N HUETTER RD
COEUR D ALENE ID 83814-8905

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 dat	First issuance
Clarkston General Business - Non-Resident				Active	Dec-31-2027	Sep-10-2025
Deer Park General Business - Non-Resident				Active	Dec-31-2026	Dec-23-2025
Millwood General Business - Non-Resident				Active	Dec-31-2026	Dec-31-2025
Pullman General Business - Non-Resident				Active	Dec-31-2026	Dec-19-2025
Spokane General Business - Non-Resident				Active	Dec-31-2026	Jan-09-2023

Endorsements held at this lo	License #	Count	Details	Status	Expiration dat	First issuance
Spokane Valley General Business - Non-Resident				Active	Dec-31-2026	Jan-10-2023
Yakima General Business - Non-Resident				Active	Dec-31-2026	Dec-19-2025

Owners and officers on file with the Department of Revenue

Owners and officers	Title
LARIVIERE III, THOMAS	Manager

Registered Trade Names

Registered trade names	Status	First issued
LIBERTY CONCRETE LLC DBA LIBERTY NORTHWEST CONSTRUCTION	Active	Mar-20-2025
LIBERTY NORTHWEST CONSTRUCTION	Active	Apr-03-2025

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 9/29/2026 2:56:46 PM

Contact us

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City Of Spokane
Engineering Services Department
Bid Tabulation

Project Number 2018052

Project Description CSO Basin 34 (I-90) Stormwater Mitigation/Separation Facility

Original Date 9/29/2026 12:03:00 PM

Project Number: 2018052			Engineer's Estimate		LIBERTY NORTHWEST CONSTRUCTION (Submitted)		HALME CONSTRUCTION INC (Submitted)		CORRIDOR CONTRACTORS (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
			Tax Classification							
Schedule 01			Sales tax shall NOT be included in unit prices							
1	APPRENTICE UTILIZATION	1 LS	10,000.00	10,000.00	5,858.00	$5,858.00	5,561.00	$5,561.00	15,000.00	$15,000.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	$1.00	1.00	$1.00	1.00	$1.00
3	SPCC PLAN	1 LS	600.00	600.00	539.00	$539.00	2,780.00	$2,780.00	500.00	$500.00
4	POTHOLING	5 EA	1,000.00	5,000.00	677.00	$3,385.00	587.00	$2,935.00	900.00	$4,500.00
5	MOBILIZATION	1 LS	338,853.92	338,853.92	79,390.00	$79,390.00	209,000.00	$209,000.00	235,000.00	$235,000.00
6	PUBLIC LIAISON REPRESENTATIVE	1 LS	7,500.00	7,500.00	2,877.00	$2,877.00	5,561.00	$5,561.00	1,200.00	$1,200.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	15,000.00	15,000.00	13,520.00	$13,520.00	5,561.00	$5,561.00	6,000.00	$6,000.00
8	WORK ZONE SAFETY CONTINGENCY	1 FA	1,000.00	1,000.00	1,000.00	$1,000.00	1,000.00	$1,000.00	1,000.00	$1,000.00
9	CLEARING AND GRUBBING	1 LS	15,000.00	15,000.00	3,895.00	$3,895.00	10,091.00	$10,091.00	9,600.00	$9,600.00
10	REMOVE TREE, CLASS III	1 EA	6,000.00	6,000.00	763.00	$763.00	4,610.00	$4,610.00	2,500.00	$2,500.00
11	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	5,000.00	5,000.00	4,292.00	$4,292.00	3,524.00	$3,524.00	1,810.00	$1,810.00
12	REMOVE EXISTING CURB	140 LF	8.00	1,120.00	8.00	$1,120.00	6.00	$840.00	20.50	$2,870.00
13	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	66 SY	16.00	1,056.00	14.00	$924.00	14.00	$924.00	38.50	$2,541.00
14	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	115 LF	20.00	2,300.00	9.50	$1,092.50	19.00	$2,185.00	12.00	$1,380.00
15	SAWCUTTING CURB	2 EA	35.00	70.00	41.00	$82.00	111.00	$222.00	56.50	$113.00
16	SAWCUTTING RIGID PAVEMENT	10 LFI	2.00	20.00	4.50	$45.00	11.00	$110.00	11.25	$112.50
17	SAWCUTTING FLEXIBLE PAVEMENT	500 LFI	1.50	750.00	3.00	$1,500.00	2.00	$1,000.00	0.60	$300.00
18	ROADWAY EXCAVATION INCL. HAUL	50 CY	45.00	2,250.00	20.00	$1,000.00	38.00	$1,900.00	50.00	$2,500.00
19	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	45.00	450.00	26.00	$260.00	65.00	$650.00	75.00	$750.00
20	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	55.00	550.00	83.00	$830.00	78.00	$780.00	75.00	$750.00
21	GRADING AND SHAPING	1 LS	35,000.00	35,000.00	2,654.00	$2,654.00	4,237.00	$4,237.00	11,850.00	$11,850.00
22	PREPARATION OF UNTREATED ROADWAY	250 SY	2.00	500.00	6.50	$1,625.00	17.00	$4,250.00	19.25	$4,812.50
23	SHORING	1 LS	40,000.00	40,000.00	29,290.00	$29,290.00	49,330.00	$49,330.00	36,250.00	$36,250.00
24	CONTROLLED DENSITY FILL	20 CY	200.00	4,000.00	240.00	$4,800.00	260.00	$5,200.00	300.00	$6,000.00
25	CRUSHED SURFACING TOP COURSE	220 CY	80.00	17,600.00	53.00	$11,660.00	53.00	$11,660.00	55.50	$12,210.00

City Of Spokane
Engineering Services Department
Bid Tabulation

Project Number: 2018052			Engineer's Estimate		SELLAND CONSTRUCTION (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
			Tax Classification					
Schedule 01			Sales tax shall NOT be included in unit prices					
1	APPRENTICE UTILIZATION	1 LS	10,000.00	10,000.00	20,000.00	$20,000.00	4,250.00	$4,250.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	$1.00	1.00	$1.00
3	SPCC PLAN	1 LS	600.00	600.00	1,250.00	$1,250.00	1,437.00	$1,437.00
4	POTHOLING	5 EA	1,000.00	5,000.00	850.00	$4,250.00	725.00	$3,625.00
5	MOBILIZATION	1 LS	338,853.92	338,853.92	21,500.00	$21,500.00	185,000.00	$185,000.00
6	PUBLIC LIAISON REPRESENTATIVE	1 LS	7,500.00	7,500.00	11,800.00	$11,800.00	5,000.00	$5,000.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	15,000.00	15,000.00	27,000.00	$27,000.00	12,000.00	$12,000.00
8	WORK ZONE SAFETY CONTINGENCY	1 FA	1,000.00	1,000.00	1,000.00	$1,000.00	1,000.00	$1,000.00
9	CLEARING AND GRUBBING	1 LS	15,000.00	15,000.00	13,500.00	$13,500.00	21,000.00	$21,000.00
10	REMOVE TREE, CLASS III	1 EA	6,000.00	6,000.00	5,000.00	$5,000.00	3,750.00	$3,750.00
11	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	5,000.00	5,000.00	6,000.00	$6,000.00	7,250.00	$7,250.00
12	REMOVE EXISTING CURB	140 LF	8.00	1,120.00	15.00	$2,100.00	9.00	$1,260.00
13	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	66 SY	16.00	1,056.00	28.00	$1,848.00	30.00	$1,980.00
14	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	115 LF	20.00	2,300.00	16.00	$1,840.00	20.00	$2,300.00
15	SAWCUTTING CURB	2 EA	35.00	70.00	43.00	$86.00	45.00	$90.00
16	SAWCUTTING RIGID PAVEMENT	10 LFI	2.00	20.00	6.00	$60.00	20.00	$200.00
17	SAWCUTTING FLEXIBLE PAVEMENT	500 LFI	1.50	750.00	5.00	$2,500.00	1.00	$500.00
18	ROADWAY EXCAVATION INCL. HAUL	50 CY	45.00	2,250.00	115.00	$5,750.00	60.00	$3,000.00
19	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	45.00	450.00	50.00	$500.00	65.00	$650.00
20	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	55.00	550.00	95.00	$950.00	65.00	$650.00
21	GRADING AND SHAPING	1 LS	35,000.00	35,000.00	20,000.00	$20,000.00	13,000.00	$13,000.00
22	PREPARATION OF UNTREATED ROADWAY	250 SY	2.00	500.00	17.00	$4,250.00	10.00	$2,500.00
23	SHORING	1 LS	40,000.00	40,000.00	120,000.00	$120,000.00	275,000.00	$275,000.00
24	CONTROLLED DENSITY FILL	20 CY	200.00	4,000.00	240.00	$4,800.00	230.00	$4,600.00
25	CRUSHED SURFACING TOP COURSE	220 CY	80.00	17,600.00	78.00	$17,160.00	115.00	$25,300.00

City Of Spokane
Engineering Services Department
Bid Tabulation

Project Number: 2018052			Engineer's Estimate		LIBERTY NORTHWEST CONSTRUCTION (Submitted)		HALME CONSTRUCTION INC (Submitted)		CORRIDOR CONTRACTORS (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
26	CSTC FOR SIDEWALK, 2 INCH THICK	36 SY	25.00	900.00	52.00	$1,872.00	46.00	$1,656.00	104.50	$3,762.00
27	CSTC FOR DRIVEWAY, 4 INCH THICK	80 SY	30.00	2,400.00	11.00	$880.00	48.00	$3,840.00	47.75	$3,820.00
28	CSTC FOR DRIVEWAY TRANSITIONS AND TRAFFIC ISLANDS	1 CY	250.00	250.00	22.00	$22.00	563.00	$563.00	72.50	$72.50
29	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	250 SY	60.00	15,000.00	42.00	$10,500.00	41.00	$10,250.00	40.50	$10,125.00
30	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	25 SY	150.00	3,750.00	103.00	$2,575.00	101.00	$2,525.00	99.25	$2,481.25
31	SOIL RESIDUAL HERBICIDE	250 SY	1.00	250.00	3.00	$750.00	3.00	$750.00	2.75	$687.50
32	PAVEMENT REPAIR EXCAVATION INCL. HAUL	25 SY	50.00	1,250.00	17.00	$425.00	102.00	$2,550.00	48.25	$1,206.25
33	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	($1.00)	(1.00)	($1.00)	(1.00)	($1.00)
34	PRECAST UTILITY VAULT 8'X10'	1 EA	50,000.00	50,000.00	66,960.00	$66,960.00	40,075.00	$40,075.00	47,600.00	$47,600.00
35	STORM SEWER PIPE 8 IN. DIA.	220 LF	100.00	22,000.00	245.00	$53,900.00	45.00	$9,900.00	134.00	$29,480.00
36	STORM SEWER PIPE 10 IN. DIA.	20 LF	120.00	2,400.00	267.00	$5,340.00	199.00	$3,980.00	240.00	$4,800.00
37	STORM SEWER PIPE 12 IN. DIA.	100 LF	120.00	12,000.00	250.00	$25,000.00	96.00	$9,600.00	100.00	$10,000.00
38	STORM SEWER PIPE 18 IN. DIA.	40 LF	250.00	10,000.00	399.00	$15,960.00	418.00	$16,720.00	483.00	$19,320.00
39	MANHOLE- 48 IN.	4 EA	7,000.00	28,000.00	9,974.00	$39,896.00	4,475.00	$17,900.00	4,550.00	$18,200.00
40	MANHOLE - 120 IN.	1 EA	425,000.00	425,000.00	127,621.00	$127,621.00	81,791.00	$81,791.00	134,000.00	$134,000.00
41	MANHOLE - 96 IN. DOGHOUSE	1 EA	300,000.00	300,000.00	46,097.00	$46,097.00	80,671.00	$80,671.00	93,300.00	$93,300.00
42	CATCH BASIN TYPE 1	5 EA	4,000.00	20,000.00	4,546.00	$22,730.00	4,033.00	$20,165.00	4,200.00	$21,000.00
43	DRYWELL TYPE 2	4 EA	15,000.00	60,000.00	9,319.00	$37,276.00	26,914.00	$107,656.00	13,350.00	$53,400.00
44	MODULAR WETLAND SYSTEM	4 EA	450,000.00	1,800,000.00	243,137.00	$972,548.00	247,256.00	$989,024.00	257,700.00	$1,030,800.00
45	CLEANING EXISTING DRAINAGE STRUCTURE	2 EA	900.00	1,800.00	191.00	$382.00	556.00	$1,112.00	590.00	$1,180.00
46	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	40.00	800.00	26.00	$520.00	65.00	$1,300.00	75.00	$1,500.00
47	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	45.00	900.00	59.00	$1,180.00	78.00	$1,560.00	75.00	$1,500.00
48	TRENCH SAFETY SYSTEM	1 LS	15,000.00	15,000.00	1,003.00	$1,003.00	2,780.00	$2,780.00	3,500.00	$3,500.00
49	FREEZELESS YARD HYDRANT WITH ISOLATION	1 LS	35,000.00	35,000.00	7,178.00	$7,178.00	8,059.00	$8,059.00	6,600.00	$6,600.00
50	LIFT STATION CANOPY	1 LS	30,000.00	30,000.00	21,802.00	$21,802.00	36,009.00	$36,009.00	20,000.00	$20,000.00
51	ESC LEAD	1 LS	3,000.00	3,000.00	697.00	$697.00	2,780.00	$2,780.00	1,200.00	$1,200.00
52	INLET PROTECTION	4 EA	100.00	400.00	127.00	$508.00	145.00	$580.00	90.50	$362.00
53	STABILIZED CONSTRUCTION ENTRANCE	167 SY	40.00	6,680.00	8.50	$1,419.50	60.00	$10,020.00	30.50	$5,093.50

City Of Spokane
Engineering Services Department
Bid Tabulation

Project Number: 2018052			Engineer's Estimate		SELLAND CONSTRUCTION (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
26	CSTC FOR SIDEWALK, 2 INCH THICK	36 SY	25.00	900.00	46.00	$1,656.00	16.50	$594.00
27	CSTC FOR DRIVEWAY, 4 INCH THICK	80 SY	30.00	2,400.00	60.00	$4,800.00	20.00	$1,600.00
28	CSTC FOR DRIVEWAY TRANSITIONS AND TRAFFIC ISLANDS	1 CY	250.00	250.00	300.00	$300.00	110.00	$110.00
29	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	250 SY	60.00	15,000.00	43.00	$10,750.00	40.00	$10,000.00
30	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	25 SY	150.00	3,750.00	105.00	$2,625.00	100.00	$2,500.00
31	SOIL RESIDUAL HERBICIDE	250 SY	1.00	250.00	3.00	$750.00	2.50	$625.00
32	PAVEMENT REPAIR EXCAVATION INCL. HAUL	25 SY	50.00	1,250.00	100.00	$2,500.00	65.00	$1,625.00
33	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	($1.00)	(1.00)	($1.00)
34	PRECAST UTILITY VAULT 8'X10'	1 EA	50,000.00	50,000.00	85,000.00	$85,000.00	54,000.00	$54,000.00
35	STORM SEWER PIPE 8 IN. DIA.	220 LF	100.00	22,000.00	205.00	$45,100.00	185.00	$40,700.00
36	STORM SEWER PIPE 10 IN. DIA.	20 LF	120.00	2,400.00	695.00	$13,900.00	220.00	$4,400.00
37	STORM SEWER PIPE 12 IN. DIA.	100 LF	120.00	12,000.00	355.00	$35,500.00	220.00	$22,000.00
38	STORM SEWER PIPE 18 IN. DIA.	40 LF	250.00	10,000.00	370.00	$14,800.00	350.00	$14,000.00
39	MANHOLE- 48 IN.	4 EA	7,000.00	28,000.00	6,000.00	$24,000.00	6,850.00	$27,400.00
40	MANHOLE - 120 IN.	1 EA	425,000.00	425,000.00	168,850.00	$168,850.00	96,500.00	$96,500.00
41	MANHOLE - 96 IN. DOGHOUSE	1 EA	300,000.00	300,000.00	88,000.00	$88,000.00	78,500.00	$78,500.00
42	CATCH BASIN TYPE 1	5 EA	4,000.00	20,000.00	6,000.00	$30,000.00	4,050.00	$20,250.00
43	DRYWELL TYPE 2	4 EA	15,000.00	60,000.00	17,800.00	$71,200.00	18,675.00	$74,700.00
44	MODULAR WETLAND SYSTEM	4 EA	450,000.00	1,800,000.00	312,000.00	$1,248,000.00	290,500.00	$1,162,000.00
45	CLEANING EXISTING DRAINAGE STRUCTURE	2 EA	900.00	1,800.00	2,600.00	$5,200.00	315.00	$630.00
46	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	40.00	800.00	50.00	$1,000.00	65.00	$1,300.00
47	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	45.00	900.00	95.00	$1,900.00	70.00	$1,400.00
48	TRENCH SAFETY SYSTEM	1 LS	15,000.00	15,000.00	6,000.00	$6,000.00	34,000.00	$34,000.00
49	FREEZELESS YARD HYDRANT WITH ISOLATION	1 LS	35,000.00	35,000.00	15,000.00	$15,000.00	5,550.00	$5,550.00
50	LIFT STATION CANOPY	1 LS	30,000.00	30,000.00	45,000.00	$45,000.00	60,000.00	$60,000.00
51	ESC LEAD	1 LS	3,000.00	3,000.00	4,000.00	$4,000.00	15,000.00	$15,000.00
52	INLET PROTECTION	4 EA	100.00	400.00	100.00	$400.00	100.00	$400.00
53	STABILIZED CONSTRUCTION ENTRANCE	167 SY	40.00	6,680.00	5.00	$835.00	22.00	$3,674.00

City Of Spokane
Engineering Services Department
Bid Tabulation

Project Number: 2018052			Engineer's Estimate		LIBERTY NORTHWEST CONSTRUCTION (Submitted)		HALME CONSTRUCTION INC (Submitted)		CORRIDOR CONTRACTORS (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
54	STREET CLEANING	50 HR	200.00	10,000.00	282.00	$14,100.00	332.00	$16,600.00	272.00	$13,600.00
55	SILT FENCE	500 LF	5.00	2,500.00	5.00	$2,500.00	5.00	$2,500.00	6.00	$3,000.00
56	WATTLE	5 LF	12.00	60.00	12.00	$60.00	96.00	$480.00	10.00	$50.00
57	TEMPORARY SEEDING	250 SY	1.25	312.50	8.00	$2,000.00	6.00	$1,500.00	9.25	$2,312.50
58	ROCK MULCH	2 CY	200.00	400.00	177.00	$354.00	223.00	$446.00	121.00	$242.00
59	HYDROSEEDING	250 SY	10.00	2,500.00	8.00	$2,000.00	23.00	$5,750.00	9.25	$2,312.50
60	CEMENT CONCRETE CURB	31 LF	35.00	1,085.00	39.00	$1,209.00	48.00	$1,488.00	47.50	$1,472.50
61	CEMENT CONCRETE DRIVEWAY	80 SY	80.00	6,400.00	84.00	$6,720.00	88.00	$7,040.00	86.25	$6,900.00
62	CEMENT CONCRETE DRIVEWAY TRANSITION	2 SY	100.00	200.00	145.00	$290.00	75.00	$150.00	73.50	$147.00
63	CHAIN LINK FENCE - 6 FT. TALL	60 LF	65.00	3,900.00	88.16	$5,289.60	125.00	$7,500.00	125.00	$7,500.00
64	DOUBLE 12 FT CHAIN LINK GATE	1 EA	2,500.00	2,500.00	4,600.01	$4,600.01	2,305.00	$2,305.00	2,250.00	$2,250.00
65	TEMPORARY CONSTRUCTION FENCING	1 LS	10,000.00	10,000.00	1,875.00	$1,875.00	5,561.00	$5,561.00	1,995.00	$1,995.00
66	CEMENT CONCRETE SIDEWALK	33 SY	80.00	2,640.00	71.00	$2,343.00	75.00	$2,475.00	73.25	$2,417.25
67	PUMPING SYSTEM	1 LS	225,000.00	225,000.00	180,913.00	$180,913.00	4,752.00	$4,752.00	170,700.00	$170,700.00
68	PUMPS & SYSTEM STARTUP & TESTING	1 LS	20,000.00	20,000.00	1,955.00	$1,955.00	155,160.00	$155,160.00	12,100.00	$12,100.00
69	GENERAL ELECTRICAL AND LIGHTING	1 LS	365,000.00	365,000.00	267,633.00	$267,633.00	258,870.00	$258,870.00	255,500.00	$255,500.00
70	FORCE MAIN PIPING	1 LS	95,000.00	95,000.00	16,882.00	$16,882.00	75,010.00	$75,010.00	50,500.00	$50,500.00
Bid Total				**$4,103,897.42**		**$2,148,166.61**		**$2,345,314.00**		**$2,417,537.75**

City Of Spokane
Engineering Services Department
Bid Tabulation

Project Number: 2018052			Engineer's Estimate		SELLAND CONSTRUCTION (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
54	STREET CLEANING	50 HR	200.00	10,000.00	130.00	$6,500.00	390.00	$19,500.00
55	SILT FENCE	500 LF	5.00	2,500.00	5.00	$2,500.00	6.00	$3,000.00
56	WATTLE	5 LF	12.00	60.00	12.00	$60.00	6.00	$30.00
57	TEMPORARY SEEDING	250 SY	1.25	312.50	6.50	$1,625.00	6.50	$1,625.00
58	ROCK MULCH	2 CY	200.00	400.00	450.00	$900.00	300.00	$600.00
59	HYDROSEEDING	250 SY	10.00	2,500.00	19.00	$4,750.00	6.50	$1,625.00
60	CEMENT CONCRETE CURB	31 LF	35.00	1,085.00	50.00	$1,550.00	55.00	$1,705.00
61	CEMENT CONCRETE DRIVEWAY	80 SY	80.00	6,400.00	90.00	$7,200.00	105.00	$8,400.00
62	CEMENT CONCRETE DRIVEWAY TRANSITION	2 SY	100.00	200.00	79.00	$158.00	90.00	$180.00
63	CHAIN LINK FENCE - 6 FT. TALL	60 LF	65.00	3,900.00	110.00	$6,600.00	120.00	$7,200.00
64	DOUBLE 12 FT CHAIN LINK GATE	1 EA	2,500.00	2,500.00	4,500.00	$4,500.00	3,000.00	$3,000.00
65	TEMPORARY CONSTRUCTION FENCING	1 LS	10,000.00	10,000.00	9,000.00	$9,000.00	3,200.00	$3,200.00
66	CEMENT CONCRETE SIDEWALK	33 SY	80.00	2,640.00	79.00	$2,607.00	95.00	$3,135.00
67	PUMPING SYSTEM	1 LS	225,000.00	225,000.00	228,000.00	$228,000.00	214,000.00	$214,000.00
68	PUMPS & SYSTEM STARTUP & TESTING	1 LS	20,000.00	20,000.00	55,000.00	$55,000.00	10,500.00	$10,500.00
69	GENERAL ELECTRICAL AND LIGHTING	1 LS	365,000.00	365,000.00	310,000.00	$310,000.00	275,000.00	$275,000.00
70	FORCE MAIN PIPING	1 LS	95,000.00	95,000.00	36,000.00	$36,000.00	36,000.00	$36,000.00
Bid Total				**$4,103,897.42**		**$2,897,160.00**		**$2,897,500.00**

City Of Spokane
Engineering Services Department
Bid Tabulation

SCHEDULE SUMMARY

	Sched 1	Sched 2	Sched 3	Sched 4	Total
ENGINEER'S ESTIMATE	4,103,897.42	0.00	0.00	0.00	4,103,897.42
LIBERTY NORTHWEST CONSTRUCTION (Submitted)	2,148,166.61	0.00	0.00	0.00	2,148,166.61
HALME CONSTRUCTION INC (Submitted)	2,345,314.00	0.00	0.00	0.00	2,345,314.00
CORRIDOR CONTRACTORS (Submitted)	2,417,537.75	0.00	0.00	0.00	2,417,537.75
SELLAND CONSTRUCTION (Submitted)	2,897,160.00	0.00	0.00	0.00	2,897,160.00
INLAND INFRASTRUCTURE LLC (Submitted)	2,897,500.00	0.00	0.00	0.00	2,897,500.00

Low Bid Contractor: LIBERTY NORTHWEST CONSTRUCTION

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	2,148,166.61	4,103,897.42	47.66	% Under Estimate
Schedule 02	0.00	0.00		% Under Estimate
Schedule 03	0.00	0.00		% Under Estimate
Schedule 04	0.00	0.00		% Under Estimate
Bid Totals	2,148,166.61	4,103,897.42	47.66	% Under Estimate

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/13/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/04/2026

Date Rec'd	9/24/2026		
Clerk's File #	OPR 2024-1060		
Cross Ref #			
Project #	2023107		
Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 625-6391	**Requisition #**	CR28993
Contact E-Mail	DBULLER@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** YES	
Agenda Item Name	AMENDMENT TO INCREASE FUNDS - FISH LAKE TRAIL DESIGN PHASE 2		

Agenda Wording

Amendment/Supplemental 2 to increase funds with Parametrix, Inc., for the Fish Lake Trail Phase 2 project.

Summary (Background)

Fish Lake Trail Phase 2 (currently in design) will cross Latah/Hangman Creek on the existing Marne bridge which is on Riverside Avenue, just southwest of the Riverside Avenue/Clarke Avenue intersection. That bridge is about 100 years old and has a vehicle/pedestrian barrier that may need upgrading for this trail to be installed. The proposed contract amendment would cover the cost of the structural evaluation of the existing barrier and providing alternatives for upgrades. This work was not included in the original scope of work/contract with Parametrix.

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?	YES
Total Cost	$ 41,035.47
Current Year Cost	$ 20,000.00
Subsequent Year(s) Cost	$ 21,035.47

Narrative

The proposed contract amendment would cover the cost of the structural evaluation of the existing barrier and providing alternatives for upgrades. This work was not included in the original scope of work/contract with Parametrix.

Amount		Budget Account
Expense	$ 41,035.47	# 3200-95164-95100-56501-86136
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

N/A

Expense Occurrence	One-Time

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

N/A

Approvals		Additional Approvals	
Dept Head	BULLER, DAN	ACCOUNTING -	BROWN, SKYLER
Division Director	FEIST, MARLENE	PURCHASING	PRINCE, THEA
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

Distribution List

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dbuller@spokanecity.org	jradams@spokanecity.org
mvallen@spokanecity.org	pyoung@spokanecity.org

Washington State Department of Transportation

Supplemental Agreement Number 2	Organization and Address Parametrix, Inc. 835 N Post St #201 Spokane, WA 99201 Phone: (509) 328-3371	
Original Agreement Number LA10650 / CRPUL-1220(045		
Project Number 2023107	Execution Date May 13, 2025	Completion Date December 31, 2027
Project Title Fish Lake Trail Ph 2	New Maximum Amount Payable $570,967.19	
Description of Work The purpose of this supplement is to add a structural evaluation of Marne bridge which is necessitated by the proposed installation of the Fish Lake Trail. Further details are in the attached scope of work.		

The Local Agency of City of Spokane, Engineering Services Department
desires to supplement the agreement entered in to with Parametrix, Inc.
and executed on May 13, 2025 and identified as Agreement No. LA10650 / CRPUL-1220(045)
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
Marne bridge evaluation as described in the attached scope of work.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: No change (with execution of supplement #1)

III

Section V, PAYMENT, shall be amended as follows:
Add $41,035.47 to the original amount of $529,931.72 for a new not to exceed amount of $570,967.19.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By:_____ By:_____

Consultant Signature

Approving Authority Signature

Date

DOT Form 140-063
Revised 09/2005

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement #1	Total
Direct Salary Cost			
Overhead (Including Payroll Additives)			
Direct Non-Salary Costs			
Fixed Fee			
Total			

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/15/2026

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

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

PRODUCER
AssuredPartners Design Professionals Ins. Svc. LLC
1325 4th Ave, Suite 2100
Seattle WA 98101

License#: 6003745

CONTACT NAME: Maurice Thornton
PHONE (A/C, No, Ext): 510-272-1476 **FAX (A/C, No):**
E-MAIL ADDRESS: DesignProCertificates@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Insurance Company	35289
INSURER B : XL Specialty Insurance Co.	37885
INSURER C : Valley Forge Insurance Company	20508
INSURER D : National Fire Insurance of Hartford	20478
INSURER E : Evanston Insurance Company	35378
INSURER F : Continental Casualty Company	20443

INSURED PARAINC-01
Parametrix, Inc.
1019 39th Ave. SE Suite 100
Puyallup, WA 98374
(253) 604-6600

COVERAGES **CERTIFICATE NUMBER:** 760860123 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X **COMMERCIAL GENERAL LIABILITY**	Y	Y	6050531366	11/1/2025	11/1/2026	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	X XCU Included						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
	X OTHER: WA Stop Gap/EL						WA Stop Gap	$ 1,000,000
F	**AUTOMOBILE LIABILITY**	Y	Y	6050531352	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X **UMBRELLA LIAB** X OCCUR	Y	Y	6050531433	11/1/2025	11/1/2026	EACH OCCURRENCE	$ 15,000,000
E	X **EXCESS LIAB** [ ] CLAIMS-MADE			MKLV7EUE102296	11/1/2025	11/1/2026	AGGREGATE	$ 15,000,000
	[ ] DED X RETENTION $ 0							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N		Y	6050531383	11/1/2025	11/1/2026	X PER STATUTE [ ] OTH-ER	WA Stop Gap
D	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)**	N / A		6050531402	11/1/2025	11/1/2026	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
B	Professional Liability & Pollution Liability Included Claims Made	Y	Y	DPR5050088	11/1/2025	11/1/2026	Per Claim/1,000,000	$1,000,000/Agg lmt
							Retroactive Date:	01/01/1969

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella Liability policy is follow-form to underlying General Liability/Auto Liability/Employers Liability.
Project: Fish Lake Trail Phase 2 Design, Spokane, WA, Project #: 374-1671-041
City of Spokane is named as an additional insured as respects general and auto liability as required per written contract.

CERTIFICATE HOLDER

City of Spokane
Attn: Jill Hansen
808 W Spokane Falls Blvd., City Hall
Spokane WA 99201

CANCELLATION 30 Days Notice of Cancellation

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

AUTHORIZED REPRESENTATIVE
Mo Thornton

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CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,

   b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

   The insurance afforded by this provision **A.2.**:

   a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   b. Does not apply to:

   (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or

   (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured,** includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or

2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2),** the limit for the cost of bail bonds is changed from $2,000 to $5,000; and

2. In **a.(4),** the limit for the loss of earnings is changed from $250 to $500 a day.

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C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.**:

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. $1,000 maximum, in lieu of $600.

D. Hired "Autos"

The following is added to **Section III. Paragraph A.**:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

a. Any covered **auto** you lease, hire, rent or borrow without a driver; and

b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or $75,000, whichever is less, minus a $500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.

d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.

e. Such physical damage coverage for hired **autos** will:

(1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

(2) Such coverage as is provided by this provision will be subject to a limit of $750 per **accident**.

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

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F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories

d. A $100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.**:

Subject to the following, the **diminution in value** exclusion does not apply to:

a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:

(1) $5,000; or

(2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III**:

1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:

a. An **auto** owned by that "executive officer" or a member of that person's household; or

b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

(1) Equal to the greatest of those coverages afforded any covered **auto**; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**:

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(4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

(6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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2. The specific nature and extent of the injury or damage that has been sustained; and

3. How the INSURED first became aware of such CIRCUMSTANCE(S),

then any CLAIM(S) that may subsequently be made against the INSURED arising out of such reported CIRCUMSTANCE(S) shall be deemed to have been made on the date first written notice of the CIRCUMSTANCE(S) was received by the Company. This right conferred upon the INSURED in this Paragraph shall terminate at the end of the POLICY PERIOD and shall not exist during the Automatic Extended Reporting Period or Optional Extended Reporting Period.

XI. OTHER CONDITIONS

A. Cancellation

This Policy may be canceled by the NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be canceled by the Company by mailing to the NAMED INSURED, at the address stated in Item 1. of the Declarations, written notice stating when, not less than thirty (30) days thereafter (or ten (10) days thereafter for non-payment of premium), such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD. Delivery of such written notice either by the NAMED INSURED or by the Company shall be equivalent to mailing.

If this Policy is canceled, earned premium shall be computed in accordance with the Company's guidelines with respect to cancellation. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

B. Action Against The Company

No action may be brought against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgment against the INSURED in a contested proceeding after final judgment has been rendered and any appeal decided, or by written agreement of the INSURED, the claimant and the Company. No person or organization shall have any right under this Policy to join the Company as a party to any action against the INSURED to determine the INSURED'S liability, nor shall the INSURED or the INSURED'S legal representative join the Company in such action. Bankruptcy or insolvency of the INSURED or the INSURED'S estate shall not relieve the Company of any of its obligations hereunder.

C. Assignment

This Policy may not be assigned or transferred without written consent of the Company.

D. Subrogation

In the event of any payment under this Policy, the Company shall be subrogated to all the INSURED'S rights of recovery therefor against any person or organization, and the INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing after a CLAIM(S) to prejudice such rights.

However, it is agreed that the Company waives its rights of subrogation under this Policy against clients of the INSURED as respects any CLAIM(S) arising from PROFESSIONAL SERVICES, or CONTRACTING SERVICES under the client's contract requiring waiver of subrogation, but only to the extent required by written contract.

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L. **INSURED** means the NAMED INSURED, any PREDECESSOR FIRM and:

1. A current, former or retired partner, principal, director, officer or employee of a NAMED INSURED or PREDECESSOR FIRM, including any individual working temporarily on behalf of and under the direct supervision and control of the NAMED INSURED, but only for PROFESSIONAL SERVICES, or CONTRACTING SERVICES within the scope of their duties for the NAMED INSURED or PREDECESSOR FIRM;

2. Estates, heirs, legal representative and assigns of any deceased individual described in Paragraph L., Sub-paragraph 1. above, but only to the extent of the deceased individual's rights and duties under this Policy. No coverage is afforded under this Policy for any CLAIM(S) arising from the performance of PROFESSIONAL SERVICES or CONTRACTING SERVICES by an INSURED'S estate, heir, legal representative or assign;

3. Spouses and legally recognized domestic partners of an INSURED, but solely for a CLAIM(S) arising out of their status as such, and seeking an award of damages from marital community property, jointly held property or property transferred from an INSURED to the spouse or legally recognized domestic partner. No coverage is afforded under this Policy for any CLAIM(S) arising from the performance of PROFESSIONAL SERVICES or CONTRACTING SERVICES by an INSURED'S spouse or legally recognized domestic partner;

4. With respect to Insuring Agreement A. Professional Liability, any NAMED INSURED with respect to its participation in a legal entity, including a joint venture, but solely for the NAMED INSURED'S legal liability for the performance of PROFESSIONAL SERVICES by the respective legal entity or joint venture. INSURED does not include the legal entity itself, the joint venture itself or any other entity that is part of the legal entity or joint venture;

5. With respect to Insuring Agreement B. Contractors Pollution Legal Liability, any NAMED INSURED with respect to its participation in a legal entity, including a joint venture, but solely for the NAMED INSURED'S legal liability for its performance of CONTRACTING SERVICES. INSURED does not include the legal entity itself, the joint venture itself or any other entity that is part of the legal entity or joint venture;

6. With respect to Insuring Agreement B. Contractors Pollution Legal Liability, any person or organization that the NAMED INSURED is required in a written agreement to include as an INSURED under this Policy, but solely to extent that the NAMED INSURED'S liability arises out of CONTRACTING SERVICES rendered by or on behalf of the INSURED; and

7. Any entity that the NAMED INSURED newly acquires or forms, other than a partnership, joint venture or limited liability company, and over which the NAMED INSURED maintains ownership or majority interest, provided there is no other similar insurance available to that entity; however:

a. Coverage under this provision is afforded only until the ninetieth (90th) day after the NAMED INSURED acquires or forms the entity or the end of the POLICY PERIOD, whichever is earlier;

b. Insuring Agreement A. Professional Liability does not apply to PROFESSIONAL SERVICES rendered or that should have been rendered before the NAMED INSURED acquired or formed the entity; and

c. Insuring Agreement B. Contractors Pollution Legal Liability does not apply to any POLLUTION CONDITIONS that occurred before the NAMED INSURED acquired or formed the entity.

M. **MALICIOUS CODE** means any unauthorized, corrupting or harmful virus, Trojan Horse, worm, logic bomb or other similar software program, code or script designed to insert itself onto a computer disk or into computer memory and migrate from one computer to another.

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CNA PARAMOUNT

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

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

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

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

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA PARAMOUNT

Changes - Notice of Cancellation or Material Restriction Endorsement

This endorsement modifies insurance provided under the following:

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

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

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

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

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage; and

C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

1. Coverage broader than what you are required to provide by the **written contract**; or

2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage.

III. But if the **written contract** requires:

A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. Additional insured coverage with “arising out of” language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or

2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or

2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Name and Address Schedule

Location	Entity	Entity Name and Address
1	001	PARAMETRIX, INC. 7761 W RIVERSIDE DR STE 201 BOISE, ID 83714-5044
2	001	PARAMETRIX, INC. 150 NW PACIFIC PARK LN # 110-140 BEND, OR 97703-1928
3	001	PARAMETRIX, INC. 4607 SALISBURY DR PARKER, TX 75002-2771
4	001	PARAMETRIX, INC. 14567 E 47TH LN YUMA, AZ 85367-4965
5	001	PARAMETRIX, INC. 4222 E BROWN RD UNIT 27 MESA, AZ 85205-4057
6	001	PARAMETRIX, INC. 2760 W HABITAT PL TUCSON, AZ 85742-1405
7	001	PARAMETRIX, INC. 253 MUNICIPAL RD ERWINNA, PA 18920-9261
8	001	PARAMETRIX, INC. 22943 CREEKSIDE WILLOW DR TOMBALL, TX 77375-7196
9	001	PARAMETRIX, INC. 117 GREEN JAY DR JARRELL, TX 76537-1947
10	001	PARAMETRIX, INC. 6646 ROUNDROCK RD DALLAS, TX 75248-5023

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Location	Entity	Entity Name and Address
11	001	PARAMETRIX, INC. 24 RITCHIE DR YONKERS, NY 10705-2542
12	001	PARAMETRIX, INC. 59 ORIENT AVE BROOKLYN, NY 11211-2837
13	001	PARAMETRIX, INC. 2760 S YATES ST DENVER, CO 80236-2019
14	001	PARAMETRIX, INC. 5 SE MARTIN LUTHER KING JR BLVD STE 400 PORTLAND, OR 97214-1161
15	001	PARAMETRIX, INC. 65 CENTENNIAL LOOP EUGENE, OR 97401-7904
16	001	PARAMETRIX, INC. 376 E WARM SPRINGS RD STE 220 LAS VEGAS, NV 89119-4241
17	001	PARAMETRIX, INC. 17426 W VIA DE LUNA DR SURPRISE, AZ 85387-4237
18	001	PARAMETRIX, INC. 13041 W MAUNA LOA LN EL MIRAGE, AZ 85335-3422
19	001	PARAMETRIX, INC. 4121 13TH PL NE WASHINGTON, DC 20017-2602
20	001	PARAMETRIX, INC. 1522 N GLASGOW DR POST FALLS, ID 83854-5820

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Location	Entity	Entity Name and Address
21	001	PARAMETRIX, INC. 6225 PROVIDENCE CT CARPENTERSVILLE, IL 60110-3250
22	001	PARAMETRIX, INC. 22832 WILDEWOOD DR CALIFORNIA, MD 20619-2283
23	001	PARAMETRIX, INC. 4842 CAMELLIA ST SPRINGFIELD, OR 97478-6752
24	001	PARAMETRIX, INC. 1015 DESERT WHEATGRASS DR MYRTLE BEACH, SC 29579-3731
25	001	PARAMETRIX, INC. 428 CHARITY LN MURFREESBORO, TN 37128-3046
26	001	PARAMETRIX, INC. 4041 JEFFERSON PLZ NE STE 210 ALBUQUERQUE, NM 87109-3496
27	001	PARAMETRIX, INC. 9815 S MONROE ST STE 410 SANDY, UT 84070-4297
28	001	PARAMETRIX, INC. 149 HAZEL RD DOVER, DE 19901-3815
29	001	PARAMETRIX, INC. 125 SCRUBJAY LN CASTLE ROCK, CO 80104-8076
30	001	PARAMETRIX, INC. 9665 SW 67TH LN GAINESVILLE, FL 32608-7778

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Location	Entity	Entity Name and Address
31	001	PARAMETRIX, INC. 2532 STEVENS AVE MINNEAPOLIS, MN 55404-4346
32	001	PARAMETRIX, INC. 124 FERNLEAF CT NW LOS RANCHOS DE ALBUQUERQUE, NM 87107-6772
33	001	PARAMETRIX, INC. 4132 SE 26TH AVE PORTLAND, OR 97202-3911
34	001	PARAMETRIX, INC. 3394 DOUGHTON ST S SALEM, OR 97302-5557
35	001	PARAMETRIX, INC. 1875 POST OAK PARK DR APT 309 HOUSTON, TX 77027-3378
36	001	PARAMETRIX, INC. 250 LONGBRANCH RD NOCONA, TX 76255-6401
37	001	PARAMETRIX, INC. 132 E BROADWAY STE 636 EUGENE, OR 97401-3159
38	001	PARAMETRIX, INC. 479 RUSSELL ST., #101-A ASHLAND, OR 97520-7331
39	001	PARAMETRIX, INC. 1044 NORTHWEST BLVD COEUR D ALENE, ID 83814-2114
40	001	PARAMETRIX, INC. 6766 DOUBLE TREE CT ANCHORAGE, AK 99507-7040

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Location	Entity	Entity Name and Address
41	001	PARAMETRIX, INC. 11792 E 24TH LN YUMA, AZ 85367-2224
42	001	PARAMETRIX, INC. 21539 S 215TH PL QUEEN CREEK, AZ 85142-5970
43	001	PARAMETRIX, INC. 810 W ALLEN ST PHOENIX, AZ 85041-8338
44	001	PARAMETRIX, INC. 3757 TELLURIDE CIR BOULDER, CO 80305-7243
45	001	PARAMETRIX, INC. 5172 BRAUN ST ARVADA, CO 80002-1732
46	001	PARAMETRIX, INC. 824 BONITA AVE FORT COLLINS, CO 80526-3131
47	001	PARAMETRIX, INC. 1026 SPENCER ST LONGMONT, CO 80501-4173
48	001	PARAMETRIX, INC. 1100 N LOGAN ST APT 6 DENVER, CO 80203-2400
49	001	PARAMETRIX, INC. 20 WESTBRIDGE RD BEAR, DE 19701-1615
50	001	PARAMETRIX, INC. 808 W CORAL ST TAMPA, FL 33602-1112

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Location	Entity	Entity Name and Address
51	001	PARAMETRIX, INC. 10626 CYPRESS TRAIL DR ORLANDO, FL 32825-5037
52	001	PARAMETRIX, INC. 2096 VERBENA ST NW ATLANTA, GA 30314-1558
53	001	PARAMETRIX, INC. 1208 W 46TH ST DAVENPORT, IA 52806-4355
54	001	PARAMETRIX, INC. 222 S PROSPECT AVE FL 3 PARK RIDGE, IL 60068-4037
55	001	PARAMETRIX, INC. 3539 N RETA AVE APT 3F CHICAGO, IL 60657-6902
56	001	PARAMETRIX, INC. 2836 W LUNT AVE APT 2 CHICAGO, IL 60645-2918
57	001	PARAMETRIX, INC. 11565 ENZIAN RD PLAINWELL, MI 49080-9043
58	001	PARAMETRIX, INC. 2721 SHENANDOAH AVE SAINT LOUIS, MO 63104-2313
59	001	PARAMETRIX, INC. 7221 WELDON SPRING RD O FALLON, MO 63368-8683
60	001	PARAMETRIX, INC. 722 DELCHESTER LN KIRKWOOD, MO 63122-1006

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Location	Entity	Entity Name and Address
61	001	PARAMETRIX, INC. 9806 RED ROCK RD CHARLOTTE, NC 28270-1019
62	001	PARAMETRIX, INC. 3520 N POLE LOOP NE RIO RANCHO, NM 87144-5722
63	001	PARAMETRIX, INC. 1520 EASTRIDGE CT NE ALBUQUERQUE, NM 87112-4507
64	001	PARAMETRIX, INC. 1599 CAMINO DE LA TIERRA CORRALES, NM 87048-8569
65	001	PARAMETRIX, INC. 2581 49TH ST FL 1 ASTORIA, NY 11103-1120
66	001	PARAMETRIX, INC. 4525 NE 8TH AVE APT B PORTLAND, OR 97211-3947
67	001	PARAMETRIX, INC. 1306 4TH ST LA GRANDE, OR 97850-2108
68	001	PARAMETRIX, INC. 319 E LINCOLN AVE ROBESONIA, PA 19551-1309
69	001	PARAMETRIX, INC. 508 S 12TH ST NASHVILLE, TN 37206-3008
70	001	PARAMETRIX, INC. 9000 FONDREN RD APT C270 HOUSTON, TX 77074-6964

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Location	Entity	Entity Name and Address
71	001	PARAMETRIX, INC. 20611 SHILLINGTON CT KATY, TX 77450-4207
72	001	PARAMETRIX, INC. 10205 BLACKBERRY ST MCKINNEY, TX 75072-5640
73	001	PARAMETRIX, INC. 841 DOVE MEADOW TRL WAXAHACHIE, TX 75167-1307
74	001	PARAMETRIX, INC. 715 SANTA ELENA CYN SPRING, TX 77388-2613
75	001	PARAMETRIX, INC. 3110 N 2825 W OGDEN, UT 84404-5386
76	001	PARAMETRIX, INC. 7045 N CHEROKEE ST EAGLE MOUNTAIN, UT 84005-3907
77	001	PARAMETRIX, INC. 8104 HATTERAS LN SPRINGFIELD, VA 22151-2015
78	001	PARAMETRIX, INC. 1265 N DOWNING ST APT 511 DENVER, CO 80218-2155
79	001	PARAMETRIX, INC. 6785 PATAYAN RD LAS VEGAS, NV 89146-6576
80	001	PARAMETRIX, INC. 9 DESERT SUNSHINE PL HENDERSON, NV 89011-3789

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Schedule

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

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

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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Exhibit A
Scope of Work

Project: **Fish Lake Trail – Phase 2**
Amendment #1
Owner: **City of Spokane Project No. 2023107**
Consultant: **Parametrix Inc.**

General Description

The Owner's objective in this Amendment is for the Consultant to provide additional Structural services added to the original task 2.2.6 in support of the Fish Lake Trail Phase 2 project.

During design, the Client noted that the existing barrier on the Marne Bridge is in poor condition and needs maintenance. The City would like the Consultant to perform structural evaluation to determine if it is feasible to replace the existing barriers.

Schedule

The project schedule presented in the original scope of work will need to be updated based on the added services and permitting and review timelines.

Project Scope

The Consultant shall provide the following services for the Fish Lake Trail – Phase 2 project:

1. 60% DESIGN – BARRIER REPLACEMENT AND WALKWAY ALTERNATIVES FOR MARNE BRIDGE

- **Data Gathering**
  Gather and review available information relevant to the existing bridge and evaluation of proposed bridge improvements.

- **Identify Alternatives**
  Identify alternatives for replacement of existing bridge barriers and accommodation of a shared-use path across the bridge. Alternatives shall include consideration of a lightweight cantilevered walkway. Develop a conceptual-level description and sketch for each alternative. Present alternatives to the City for review and input.

- **Evaluate Alternatives**
  Evaluate the identified alternatives, including potential impacts to the existing Marne Bridge. The evaluation will consider criteria such as feasibility, anticipated structural impacts, constructability, and cost. Provide a high-level qualitative assessment of how the alternatives may affect the existing bridge load rating, including the EV3 emergency-vehicle rating and the potential need for truck-weight posting. Updated load-rating calculations are not included. As part of this evaluation, the feasibility of grinding the existing bridge deck and placing new overlay as part of proposed improvements.

  Develop comparative-level cost estimates of alternatives and recommend a preferred alternative based on the evaluation.

- **Select a preferred Alternative**
  Coordinate with the City to select a preferred alternative based on the alternatives evaluation and input received. Prepare for and hold a meeting with the City to present findings of the alternatives evaluation. It is assumed that up to three (3) Consultant staff will attend. Prepare meeting notes summarizing the discussion.

- **Alternatives Memo**
  Prepare an alternatives evaluation section to include in Technical Memorandum (Task 2.2.6 in Original scope) documenting the alternatives considered, evaluation criteria, conceptual sketches, preliminary costs, and recommended preferred alternative. Incorporate City comments and document the selected preferred alternative.

DESIGN CRITERIA

To the extent feasible, the design will be developed in accordance with the following:

1. City of Spokane Design Standards, Feb 2007, including Amendment No. 2 dated September 2010 and edits to Chapter 3 dated Nov., 2020.
2. City of Spokane Standard Plans.
3. City of Spokane General Special Provisions (latest version).
4. Manual on Uniform Traffic Control Devices (MUTCD), 11th edition.
5. A Policy on Geometric Design of Highways and Streets. (AASHTO "Green Book")
6. WSDOT Standard Specifications for Road, Bridge and Municipal Construction. (2025 version)
7. WSDOT Design Manual, Oct. 2023.
8. WSDOT Bridge Design Manual
9. AASHTO LRFD Bridge Design Specifications, 10th Edition, 2024

DOCUMENTS TO BE FURNISHED BY THE CONSULTANT

Consultant shall furnish the following documents, exhibits, or presentations for the work covered by this Agreement. All such material used in the project shall become and remain the property of the City:

1. Alternatives Memo Draft (pdf)
2. Alternatives Memo Final

DOCUMENTS TO BE FURNISHED BY THE CITY

Consultant shall furnish the following documents, exhibits, or presentations for the work covered by this Agreement. All such material used in the project shall become and remain the property of the City:

1. Bridge As-Builts plans
2. Bridge Load Rating
3. Bridge Inspection Report

4. 1970’s Barrier Retrofit plans (if available)
5. Cross section of roadway on bridge that includes pavement type(s) and thickness.

EXTRA SERVICES:

In addition to the foregoing specific services, the following special services may be added upon written agreement of the parties by executing an Amendment to this Agreement:

1. Structural Engineering

ASSUMPTIONS:

The following assumptions were used when preparing this scope of work:

The width of shared use path and proposed roadway layout will be provided by the City prior to development and evaluation of the bridge improvement alternatives.

Depending on preferred alternative, additional amendments may be required.

Owner: **City of Spokane**

Project Title: **Fish Lake Trail Connection to Centennial- Phase 2 City Project #2023107**

Date Prepared **9/8/2026**

Amendment #1- Additional work Fish Lake Trail Phase 2 Task 2.2.6

Staff	Nina Cable	Jingjing Lu	Maxim Tumanov	Mark Johnson
Hourly Rate	$210.59	$180.48	$158.27	$308.22
Task 2.2.6				
Data Gathering	8	2		
Identify Alternatives	16	16	40	2
Evaluate Alternatives	18	40	16	2
Select a preferred alternative	8	4		2
Alternatives Memo	4	16	4	2
Preliminary Cost	4	12		2
Labor total	58	90	60	10
Totals:	$12,214.07	$16,243.01	$9,496.19	$3,082.19
			Amendment #1 Total:	$41,035.47

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name:	PARAMETRIX, INC.
Business name:	PARAMETRIX INC
Entity type:	Profit Corporation
UBI #:	600-135-349
Business ID:	001
Location ID:	0006
Location:	Active
Location address:	835 N. POST STREET, SUITE 201 BLDG 201 SPOKANE WA 99201
Mailing address:	PARAMETRIX INC 1019 39TH AVE SE SUITE 100 PUYALLUP WA 98374
Excise tax and reseller permit status:	Click here
Secretary of State information:	Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance dat
Spokane General Business				Active	Apr-30-2027	Dec-18-2018

Owners and officers on file with the Department of Revenue

Owners and officers	Title
CUPLER, CARRIE	Treasurer
DIEMER, BRENT	Vice President
FLINT, ROGER	Vice President
WILLIS, JOHN	President

Registered Trade Names

Registered trade names	Status	First issued
PARAMETRIX INC	Active	Dec-18-2018
PARAMETRIX, INC	Active	Dec-30-2021
PARAMETRIX, INC.	Active	Sep-16-1986

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 9/24/2026 3:59:53 PM

Contact us

How are we doing?
Take our survey!

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

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/13/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/04/2026

Date Rec'd	9/16/2026		
Clerk's File #	OPR 2025-0887		
Cross Ref #			
Project #	2023105		
Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 625-6391	**Requisition #**	CR 28949
Contact E-Mail	DBULLER@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	AMENDMENT TO INCREASE FUNDS - HIGHWAY 195 MEADOWLANE SIDEWALK		

Agenda Wording

Amendment to increase funds with Selland Construction for the Hwy 195 - Meadowlane J-Turn Sidewalk project.

Summary (Background)

The recently completed Hwy 195-Meadowlane J-Turn project is nearly complete and open to traffic, marking an important improvement to traffic safety and traffic flow Hwy 195-Meadowlane intersection. Because of some design issues, we incurred change orders beyond the administrative reserve and so need to request additional spending authority from council in the amount of $580,000.

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	**$** 580,000.00
Current Year Cost	**$** 580,000.00
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 580,000.00	**#** 3200-49197-95300-56501-86063
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Program Revenue

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

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	BULLER, DAN	**PURCHASING**	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Mike Kummer mikek@sellandconstruction.com	eraea@spokanecity.org
dbuller@spokanecity.org	jradams@spokanecity.org
mvallen@spokanecity.org	pyoung@spokanecity.org
publicworksaccounting@spokanecity.org	tax&licenses@spokanecity.org

City Clerk's No. OPR 2025-0887
Engineering No. 2023105

City of Spokane

CONTRACT AMENDMENT

Title: **US 195/MEADOWLANE J-TURN**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE**, a Washington municipal corporation (the "City"), and **SELLAND CONSTRUCTION, INC.**, whose address is PO Box 119, Wenatchee, Washington 98807 (the "Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the Parties entered into a Contract as defined below, wherein the Contractor agreed to perform the US 95/Meadowlane J-Turn Project; and

WHEREAS, modifications have been requested, requiring the original Contract to be formally amended by this written document; and

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

1. CONTRACT DOCUMENTS.
The Contract, dated January 16, 2026, and including any previous amendments, addendums, extensions, or renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on January 16, 2026 and shall run through March 31, 2027.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **FIVE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS** (**$580,000.00**), and applicable sales tax, for work added to the original contract using unit pricing set forth in the original contract. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

SELLAND CONSTRUCTION, INC.

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By _____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

26-262

SELLCON-01 MJOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/31/2026

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

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

PRODUCER	CONTACT NAME:	
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 : Cincinnati Insurance Company	10677
INSURED	INSURER B :	
SELLAND CONSTRUCTION, INC. P.O. Box 119 Wenatchee, WA 98807	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	EPP 0742578	3/31/2026	3/31/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X ND, WA, & WY Stop Ga						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:						STOP GAP EMPLOY	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	EPP 0742578	3/31/2026	3/31/2027	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			EPP 0742578	3/31/2026	3/31/2027	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH)	N / A		EPP 0742578	3/31/2026	3/31/2027	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)

City of Spokane, its officers, agents and officials are 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
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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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):
EACH OF THE NAMED INSURED'S CONSTRUCTION PROJECTS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because

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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.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

Coverage:	Begins on Page:
1. Employee Benefit Liability Coverage	**2**
2. Unintentional Failure To Disclose Hazards	**8**
3. Damage To Premises Rented To You	**8**
4. Supplementary Payments	**10**
5. Medical Payments	**10**
6. 180 Day Coverage For Newly Formed Or Acquired Organizations	**10**
7. Waiver Of Subrogation	**10**
8. Automatic Additional Insured - Specified Relationships:	**10**
(a) Managers Or Lessors Of Premises	
(b) Lessor Of Leased Equipment	
(c) Vendors	
(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises	
(e) Mortgagee, Assignee Or Receiver	
9. Property Damage To Borrowed Equipment	**13**
10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services	**14**
11. Broadened Notice Of Occurrence	**14**
12. Nonowned Aircraft	**14**
13. Bodily Injury Redefined	**15**
14. Expected Or Intended Injury Redefined	**15**
15. Former Employees As Insureds	**15**
16. Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage	**15**
17. Broadened Contractual Liability - Work Within 50' Of Railroad Property	**17**
18. Alienated Premises	**17**

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: $1,000,000
Aggregate Limit: $3,000,000
Deductible Amount: $ 1,000

3. Damage To Premises Rented To You

The lesser of:
a. The Each Occurrence Limit shown in the Declarations; or
b. $500,000 unless otherwise stated $ _____

4. Supplementary Payments

a. Bail Bonds: $ 2,500
b. Loss Of Earnings: $ 500

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5. Medical Payments

Medical Expense Limit: $10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: $10,000
Deductible Amount: $ 250

16. Voluntary Property Damage Coverage (Coverage D) and Care, Custody Or Control Liability Coverage

Limits Of Insurance
Voluntary Property Damage Coverage:
$1,000 Each Occurrence
$5,000 Aggregate
Care, Custody Or Control Liability Coverage:
$5,000 Each Occurrence unless otherwise stated $ _____

Deductible Amount (Each Occurrence)
Voluntary Property Damage Coverage: $250
Care, Custody Or Control Liability Coverage: $250 unless otherwise stated $ _____

COVERAGE	PREMIUM BASIS **(a)** Area **(b)** Payroll **(c)** Gross Sales **(d)** Units **(e)** Other	RATE (For Limits in Excess of $5,000)	ADVANCE PREMIUM (For Limits in Excess of $5,000)
Care, Custody Or Control Liability			**$**
		TOTAL ANNUAL PREMIUM	**$**

C. Coverages

1. Employee Benefit Liability Coverage

a. The following is added to **Section I - Coverages**:

EMPLOYEE BENEFIT LIABILITY COVERAGE

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in **C.** Coverages, **1.** Employee Benefit Liability Coverage, **c.** Limits Of Insurance of this endorsement; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

(b) This insurance applies to damages only if the act, error or omission is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

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2) Occurred prior to the "first effective date" of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any insured listed under **C.** Coverages, **1.** Employee Benefit Liability Coverage, **b.** Who Is An Insured, **(1)** of this endorsement or any "employee" authorized by you to give or receive notice of a claim or "suit":

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

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(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

1) Refusal to employ;

2) Termination of employment;

3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or

4) Consequential liability as a result of **1)**, **2)** or **3)** above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section **I** - Supplementary Payments - Coverages **A** and **B** also apply to this Coverage, however **1.b.** and **2.** of the Supplementary Payments provision do not apply.

b. Who Is An Insured

As respects Employee Benefit Liability Coverage, **Section II - Who Is An Insured** is replaced by the following:

(1) If you are designated in the Declarations as:

(a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

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(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects Employee Benefit Liability Coverage, **Section III - Limits Of Insurance** is replaced by the following:

(1) The Limits of Insurance shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought;

(c) Persons or organizations making claims or bringing "suits";

(d) Acts, errors or omissions; or

(e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in **(2)** above, the Each Employee Limit shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or

(b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The Deductible Amount shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

1) Our right and duty to defend the insured against any "suits" seeking those damages; and

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2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

(d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects Employee Benefit Liability Coverage, **Section IV - Commercial General Liability Conditions** is amended as follows:

(1) Item **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

2. Duties In The Event Of An Act, Error, Omission, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

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

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item **4.** Other Insurance is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Employee Benefit Liability Coverage, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance

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is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **b.** below.

b. Method Of Sharing

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

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

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Employee Benefit Liability Coverage.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, **Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

a. Handling payroll deductions; or

b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

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b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

18. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

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

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 6. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

a. The last paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in Section **III** - Limits Of Insurance.

b. The insurance provided under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, other than **i.** War and the Nuclear Energy Liability Exclusion (Broad Form), are deleted and the following are added:

This insurance does not apply to:

(a) "Property damage":

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(i) Assumed in any contract or agreement; or

(ii) Caused by or resulting from any of the following:

1) Wear and tear;

2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

3) Smog;

4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

5) Settling, cracking, shrinking or expansion;

6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(b) "Property damage" caused directly or indirectly by any of the following:

(i) Earthquake, volcanic eruption, landslide or any other earth movement;

(ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(iii) Water under the ground surface pressing on, or flowing or seeping through:

1) Foundations, walls, floors or paved surfaces;

2) Basements, whether paved or not; or

3) Doors, windows or other openings.

(c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

(i) You did your best to maintain heat in the building or structure; or

(ii) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) "Property damage" to:

(i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

(ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:

(1) Paragraph **6.** of Section **III** - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** - Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises:

a. While rented to you, or temporarily occupied by you with permission of the owner;

b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in Section **B.** Limits Of

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Insurance, **3.** Damage To Premises Rented To You of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B**:

a. Paragraph **1.b.** is replaced by the following:

Up to the limit shown in Section **B.** Limits Of Insurance, **4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B.** Limits Of Insurance, **4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as shown in the Declarations is amended to the limit shown in Section **B.** Limits Of Insurance, **5.** Medical Payments of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on be-

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half of such additional insured.

(b) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

2) Any express warranty unauthorized by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

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

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs **(c)(i)4)** or **6)** of this endorsement; or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

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(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

(1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

(2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

c. Section IV - Commercial General Liability Conditions is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(1) During the policy period; and

(2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

d. Section IV - Commercial General Liability Conditions is amended as follows:

Condition **4.** Other Insurance is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

a. The following is added to Exclusion **2.j.** Damage To Property under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B.**

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Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced**.** The Limits of Insurance shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

(b) Section **IV** - Commercial General Liability Conditions, **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under Section **II** - Who Is An Insured does not apply to:

1) Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or

2) Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

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

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

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

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

This requirement applies only when the "occurrence" or offense is known to any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or offense.

12. Nonowned Aircraft

The following is added to Exclusion **2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

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b. The aircraft is rented with a trained, paid crew; and

c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 3. "Bodily injury" is replaced by the following:

3. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of Exclusion **2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured:**

2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

16. Voluntary Property Damage Coverage

a. **Section I - Coverages** is amended to include the following:

COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE

(1) Insuring Agreement

(a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

1) Damage is caused by you; or

2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under Voluntary Property Damage Coverage will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under Voluntary Property Damage Coverage shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

(b) This insurance applies to "property damage" only if:

1) The "property damage" takes place in the "coverage territory"; and

2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, except for **j.** Damage To Property, Paragraphs **(3)**, **(4)**, **(5)** and **(6)**, **k.** Damage To Your Product, and **l.** Damage To Your Work.

(3) Definitions

For purposes of Voluntary Property Damage Coverage only, the following definitions under **Section V - Definitions** are replaced by the following:

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13. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

17. "Property damage" means physical injury to tangible property. Electronic data is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

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

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by Care, Custody Or Control Liability Coverage in this endorsement only:

(1) Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, **j.** Damage To Property, Paragraphs **(3)**, **(4)** and **(5)** do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph **(2)** supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which Care, Custody Or Control Liability Coverage provides coverage shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage, **Section III - Limits Of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B.** Limits Of Insurance, **16.** Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) **(a)** Subject to **(3)** below, the Voluntary Property Damage Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Voluntary Property Damage Coverage;

(b) The Care, Custody Or Control Liability Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Care, Custody Or Control Liability Coverage;

because of all "property damage" arising out of any one "occurrence".

(3) The Voluntary Property Damage Coverage, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under Voluntary Property Damage Coverage. This limit applies separately to each "coverage term".

(4) Deductible Clause

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(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **16.** Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) Section **IV** - Commercial General Liability Conditions, **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 9. "Insured contract" is amended as follows:

a. Paragraph **c.** is replaced by the following:

c. Any easement or license agreement;

b. Paragraph **f.(1)** is deleted in its entirety.

18. Alienated Premises

Exclusion **2.j.** Damage To Property, Paragraph **(2)** under Section **I -** Coverage **A -** Bodily Injury And Property Damage Liability does not apply if the premises are "your work".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

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

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

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the “products-completed operations hazard”, this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

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b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

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

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

b. Supervisory, inspection, architectural or engineering activities.

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

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

E. Section IV - Commercial General Liability Conditions is amended to add the following:

Automatic Additional Insured Provision

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This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and

2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions**, **Other Insurance**, **b. Excess Insurance**; or

2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and

2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

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

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

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of the "accident";

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

c. $2,500.

Provided the equipment, at the time of the "loss" is:

a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

b. Removable from a permanently installed housing unit as described in Paragraph **2.a.** above; or

c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;

b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;

c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the $2,000 Limit of Insurance for bail bonds with $4,000 in **(2)**; and

2. Replacing the $250 Limit of Insurance for reasonable expenses with $500 in **(4)**.

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion **5. Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is $50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.

2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or $1,000, whichever is less.

3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

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4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is $3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the $50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.

2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

b. 30 days.

3. Our payment is limited to the lesser of the following amounts:

a. Necessary and actual expenses incurred; or

b. $50 per day.

4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing $20 per day with $50 per day, and $600 maximum with $1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

a. The most we will pay for "loss" in any one "accident" is the greater of:

(1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:

(a) Overdue lease or loan payments;

(b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;

(c) Security deposits not refunded by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases, or

(2) Actual cash value of the stolen or damaged property.

b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

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2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

   "Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H.** "Insured contract", **1.c.** is deleted in its entirety and replaced by the following:

   c. An easement or license agreement;

2. **SECTION V - DEFINITIONS, H.** "Insured contract", **2.a.** is deleted.

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Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: SELLAND CONSTRUCTION, INC.

Business name: SELLAND CONSTRUCTION, INC.

Entity type: Profit Corporation

UBI #: 048-006-249

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1285 S WENATCHEE AVE
WENATCHEE WA 98801-3754

Mailing address: 1285 S WENATCHEE AVE
WENATCHEE WA 98801-3754

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Page 1 of 2

Filter

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance dat
Chelan General Business Non-Resident	1666			Active	Dec-31-2026	Apr-27-2010
East Wenatchee General Business - Non-Resident				Active	Dec-31-2026	Jun-18-2017
Ellensburg General Business - Non-Resident				Active	Dec-31-2026	Jan-05-2024
Ephrata General Business - Non-Resident				Active	Dec-31-2026	Jul-19-2024
Grandview General Business - Non-Resident				Active	Dec-31-2026	Nov-20-2023
Granger General Business - Non-Resident				Pending	Sep-30-2027	
Leavenworth General Business - Non-Resident				Active	Apr-30-2027	Apr-13-2026
Liberty Lake General Business - Non-Resident				Active	Dec-31-2026	Dec-06-2021
Minor Work Permit				Active	Dec-31-2026	Jun-06-2025
Moses Lake General Business - Non-Resident	BUS2011-04251			Active	Dec-31-2026	Jun-27-2011
Moxee General Business - Non-Resident				Active	Dec-31-2026	Nov-05-2021
Selah General Business - Non-Resident	452			Active	Dec-31-2026	Nov-09-2022

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance dat
Spokane General Business - Non-Resident				Active	Jan-31-2027	Jan-07-2026
Spokane Valley General Business - Non-Resident				Active	Dec-31-2026	Apr-23-2021
Sunnyside General Business - Non-Resident				Active	Jul-31-2027	Jul-16-2026

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BRIZENDINE, ADAM	Vice President
GAUL, JASON	Vice President
HEWITT JR, EDWIN	Secretary, Treasurer
SELLAND, BRADLEY	President

The Business Lookup information is updated nightly. Search date and time: 9/16/2026 2:59:23 PM

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Agenda Sheet for City Council:

Committee: PIES **Date:** 10/13/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/04/2026

Date Rec'd	9/30/2026		
Clerk's File #	OPR 2026-0291		
Cross Ref #			
Project #	2023123		
Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 625-7721	**Requisition #**	CR 29012
Contact E-Mail	DBULLER@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** YES	
Agenda Item Name	AMENDMENT TO INCREASE FUNDS - GREENE-FREYA-HAVANA BRIDGES DECK		

Agenda Wording

Amendment to increase funds with MJ Hughes Construction, Inc., for the Bridge Deck Repair Bundle - Greene Street, Freya Way, Freya Street, Havana Street project.

Summary (Background)

Rehabilitation of bridge decks involves various unknowns which are only fully discovered once the bridge deck is removed. In the process of construction, more damage than was known was discovered on the Greene Street Bridge. To repair this damage, we request $325,000 in additional spending authority. The approved contract for this work totals $3.5M including administrative reserve. The additional repairs consist of type 1 and type 2 deck repairs, removal/replacement of damaged CFRP reinforcing and modification of the type of overlay material used on the bridge approaches. The new material allows for faster curing, but it is more expensive and will require added traffic control.

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?	YES
Total Cost	$ 325,000.00
Current Year Cost	$ 325,000.00
Subsequent Year(s) Cost	$

Narrative

FHWA Local Bridge Program. Federal grant.

Amount		Budget Account
Expense	$ 325,000.00	# 3200-95164-95300-56501-86140
Select	$	#
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	One-Time

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

N/A

Approvals		Additional Approvals	
Dept Head	BULLER, DAN	PURCHASING	WAHL, CONNIE
Division Director	FEIST, MARLENE	ACCOUNTING -	BROWN, SKYLER
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

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jradams@spokanecity.org	pyoung@spokanecity.org
mvallen@spokanecity.org	tax&licenses@spokanecity.org

City Clerk's No. OPR 2026-0291
Engineering No. 2023123

City of Spokane

CONTRACT AMENDMENT

Title: **BRIDGE DECK REPAIR BUNDLE GREEN ST, FREYA WAY, FREYA ST, HAVANA ST.**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE**, a Washington municipal corporation (the "City"), and **MJ HUGHES CONSTRUCTION.**, whose address is 11510 NE 87th Avenue, Vancouver, Washington 98662 (the "Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the Parties entered into a Contract as defined below, wherein the Contractor agreed to perform the Bridge Deck Repair Bundle Green St, Freya Way, Freya St, Havana St.; and

WHEREAS, modifications have been requested, requiring the original Contract to be formally amended by this written document; and

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

1. CONTRACT DOCUMENTS.
The Contract, dated April 15, 2026, and April 16, 2026, and including any previous amendments, addendums, extensions, or renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on April 16, 2026, and shall run through August 31, 2027.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **THREE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS** (**$325,000.00**), and applicable sales tax, for work added to the original contract using unit pricing set forth in the original contract. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

MJ HUGHES CONSTRUCTION

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By _____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

26-274

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: M.J. HUGHES CONSTRUCTION, INC.

Business name: MJ HUGHES CONSTRUCTION

Entity type: Profit Corporation

UBI #: 602-279-235

Business ID: 001

Location ID: 0002

Location: Active

Location address: 11510 NE 87TH AVE
VANCOUVER WA 98662-1345

Mailing address: 11510 NE 87TH AVE
VANCOUVER WA 98662-1345

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance d
Auburn General Business - Non-Resident				Pending	Apr-30-2027	
Minor Work Permit				Active	Jun-30-2027	Jul-23-2018
Spokane General Business - Non-Resident				Active	Apr-30-2027	Apr-07-2026
Vancouver General Business - Non-Resident				Active	Jun-30-2027	Dec-18-2017

Owners and officers on file with the Department of Revenue

Owners and officers	Title
HUGHES, MICHAEL	

View Additional Locations

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MJHUGHE-02 ARASMUSSEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/6/2026

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

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

PRODUCER License # 0C36861 Alliant Insurance Services, Inc. 105 W Evergreen Blvd Ste 200 Vancouver, WA 98660	CONTACT NAME: PHONE (A/C, No, Ext): (360) 695-3301 FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Alaska National Insurance Company — 38733
INSURED MJ Hughes Construction, Inc. 11510 NE 87th Ave Vancouver, WA 98662	INSURER B : SAIF Corporation — 36196 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	CP1065890	4/1/2026	6/30/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 15,000
							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			CA1065891	4/1/2026	6/30/2027	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 8,000,000
	EXCESS LIAB CLAIMS-MADE			UM1065893	4/1/2026	6/30/2027	AGGREGATE	$ 8,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		754945	1/1/2026	1/1/2027	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)

CERTIFICATE HOLDER

City of Spokane
Purchasing & Contracts Department
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

Cynthia A Gonzales

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CopperPoint Insurance Companies

COPPERPOINT • ALASKA NATIONAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

SCHEDULE OF COVERAGES ARE SUMMARIZED BELOW

1. **Miscellaneous Additional Insureds**
   8 additional insured extensions.

   Primary and Noncontributory Insurance

2. **Damage To Premises Rented to You**
   Limit increased to $500,000.

3. **Medical Payments**
   Limits increased to $15,000.
   Reporting period increased to three years from the date of accident.

4. **Non-owned Watercraft**
   Increased to 50 feet.

5. **Supplementary Payments**
   Cost of bail bonds increased to $10,000.
   Daily loss of earnings increased to $500.

6. **Newly Formed Or Acquired Organizations**
   Coverage extended to the end of the policy period or the next anniversary of this policy's effective date.

7. **Liberalization Clause**

8. **Unintentional Failure To Disclose Hazards**

9. **Notice of Occurrence**

10. **Broad Knowledge of Occurrence**

11. **Bodily Injury - Extension of Coverage**

12. **Expected Or Intended Injury**
    Reasonable force - bodily injury or property damage.

13. **Blanket Waiver of Subrogation**
    Waiver of subrogation where required by written contract or written agreement.

14. **In Rem Actions**

15. **Voluntary Property Damage**
    Limits added: $5,000 occurrence, $10,000 aggregate.

1. MISCELLANEOUS ADDITIONAL INSUREDS

Section II Who Is An Insured is amended to include as an additional Insured any person or organization described in Paragraphs **2.a.** through **2.h.** below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However, the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and

2. Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. **State or Governmental Agency or Subdivision or Political Subdivisions**

Any state or governmental agency or subdivision or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required by any ordinance, law or building code to include as an additional insured on this coverage part is an additional insured, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" arising out of such operations. The insurance provided to such state or political subdivision does not apply to any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for that state or political subdivision.

b. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) Their financial control of you, or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

c. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

d. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

e. Owners or Other Interests From Whom Land Has Been Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

f. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

g. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization is an additional insured only with respect to their liability for "bodily injury", "property damage" or "personal and Advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

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

This insurance does not apply:

(1) To any "occurrence" which takes place after the equipment lease expires; or

(2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured.

h. Owners, Lessees or Contractors – Ongoing Operations and Completed Operations

1. Any person or organization for whom you are performing operations or have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf; or

c. "Your Work" performed for the additional insured described in Paragraph **1.** or **2.** above and included in the "products-completed operations hazard."

In the performance of your ongoing operations or completed operations for the additional insured described in Paragraph **1.** or **2.** above.

However, the insurance afforded to such additional insured described above:

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.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the

"occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

Primary And Noncontributory Insurance

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

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) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Section III - Limits of Insurance, the following is added:

With respect to the insurance afforded to the additional insureds described in Paragraphs **a.** through h**.** above, the most we will pay on behalf of such additional insured is the amount of insurance:

(1) Required by the contract or agreement; or

(2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This provision shall not increase the applicable Limits of Insurance shown in the Declaration.

2. Damage To Premises Rented to You

SECTION III – LIMITS OF INSURANCE, Paragraph **6.** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

If a limit is shown for Damage to Premises Rented to You the most we will pay under Coverage **A** for damages because or "property damage" to any one premises is the Limit shown in the Declarations or $500,000, whichever is greater.

3. MEDICAL PAYMENTS

A. Section III – Limits of Insurance, Paragraph **7.** is replaced by the following:

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.

If a limit is shown for Medical Expense in the Declarations the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the Limit shown in the Declarations or $15,000, whichever is greater.

B. This provision 5. (Medical Payments) does not apply if **Section I - Coverage C Medical Payments** is excluded either by the provisions of the Coverage Part or by endorsement.

C. Paragraph **1.a.(3)(b) of Section I - Coverage C - Medical Payments**, is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

4. NON-OWNED WATERCRAFT

A. If endorsement **CG 21 09, CG 21 10, CG 24 50, or CG 24 51 is attached to the policy, Paragraph A. 2. g. (2) (b)** is replaced by the following:

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

(i) Less than 50 feet long: and

(ii) Not being used to carry persons or property for a charge.

B. If Paragraph **A**. does not apply, Paragraph **g. (2)** of **2. EXCLUSION** under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

(2) A watercraft that 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.

5. SUPPLEMENTARY PAYMENTS

A. Under **Section I - Supplementary Payments - Coverage A** and **B**, Paragraph **1.b.**, the limit of $250 shown for the cost of bail bonds is replaced by $10,000;

B. In Paragraph **1.d.,** the limit of $250 shown for daily loss of earnings is replaced by $500.

6. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Paragraph **3.a.** of **Section II - Who Is An Insured** is deleted and replaced by the following:

Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization, whichever is earlier.

7. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which would broaden coverage for contractors under this endorsement without an additional premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.

8. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS – Paragraph **6.** – **Representations** is replaced by the following:

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 you provided to us 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 laws and regulations.

9. NOTICE OF OCCURRENCE

The following is added to Paragraph **2.** of **Section IV - Commercial General Liability Conditions - Duties In The Event of Occurrence, Offense, Claim or Suit:**

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence", offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence", offense, claim or "suit."

10. BROAD KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph **2.** of **Section IV - Commercial General Liability Conditions - Duties in The Event of Occurrence, Offense, Claim or Suit:**

You must give us or our authorized representative notice of an "occurrence", offense, claim, or "suit" only when the "occurrence", offense, claim or "suit' is known to:

(1) You, if you are an individual

(2) A partner, if you are a partnership;

(3) An executive officer or the employee designated by you to give such notice, if you are a corporation; or

(4) A manager, if you are a limited liability company.

11. EXPANDED BODILY INJURY

Section V - Definitions, the definition of "bodily injury" is changed to read:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

12. EXPECTED OR INTENDED INJURY

Exclusion **a.** of **Section I - Coverage A - Bodily Injury and Property Damage Liability** is replaced by the following:

a. "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.

13. BLANKET WAIVER OF SUBROGATION

The **Transfer Of Rights Of Recovery Against Others To Us Condition (Section IV - Commercial General Liability Conditions)** is amended by the addition of the following:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

14. IN REM ACTIONS

Any action in rem against any vessel owned, operated by or for, or chartered by or for you will be treated in the same manner as though the action were in personam against you.

15. VOLUNTARY PROPERTY DAMAGE

The following is added, **Section I – Coverage A – Bodily Injury and Property Damage Liability 1., Insuring Agreement:**

We will pay, at your request, for "property damage" to property of others while in the care, custody or control of an insured, arising out of your business operations away from your insured premises for which this policy is written and occurring during the policy period.

However, the "property damage" must be the result of unintentional damage or destruction but does not include disappearance, theft, or loss of use.

You agree with us that we shall have no duty to defend any claims and/or "suits" for which the only coverage provided is under this coverage extension.

For the purpose of this coverage only, **Section I – Coverage A – Bodily Injury and Property Damage Liability 2. Exclusions J. (4.) is deleted.**

As respects coverage afforded under Voluntary Property Damage, the following is added to **Section III – Limits of Insurance:**

Regardless of the number of insureds, claims or "suits" brought, or persons or organizations making claims or bringing "suits":

1. Subject to 2. Below, the most we will pay for "property damage" arising from any one "occurrence" arising out of "property damage to property of others caused by you and while in your care, custody or control is $5,000.

2. The most we will pay for the sum of all "property damage" in an annual policy period is $10,000. This amount is part of and not in addition to the General Aggregate Limit described in Paragraph 2. of **Section III – Limits of Insurance**

CopperPoint Insurance Companies

COPPERPOINT • ALASKA NATIONAL

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 04/01/2026 Policy No. CP1065890 Endorsement No.

Insured MJ Hughes Construction Premium Included

Insurance Company Alaska National Insurance Company Countersigned by

Authorized Representative

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CopperPoint Insurance Companies

COPPERPOINT • ALASKA NATIONAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOTOR CARRIER COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

MOTOR CARRIER COVERAGE FORM

(The entries required to complete this endorsement will be shown below or on the "schedule of coverages".)

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

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us", and "our" refer to the company providing this insurance.

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

The coverages provided by this endorsement apply per "accident" and, unless otherwise specified, are subject to all of the terms, conditions, exclusions and deductible provisions of the policy to which it is attached.

Below is a summary of the changes made by this endorsement to the MOTOR CARRIER COVERAGE FORM. This summary is for convenience only. Refer to the specific language for complete details.

1. **EMPLOYEE AS INSURED (HIRED AUTO – LESS THAN 10,000 POUNDS GVW)**
2. **"BLANKET" ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT**
3. **COST OF BAIL BONDS – INCREASED TO $5,000**
4. **REASONABLE EXPENSES INCURRED BY THE INSURED – INCREASED TO $500 PER DAY**
5. **TOWING AND LABOR COSTS - $2,500 PER DISABLEMENT SUBJECT TO $5,000 ANNUAL AGGREGATE**
6. **TRANSPORTATION EXPENSES – INCREASED TO $200 PER DAY/MAXIMUM OF $1,500**
7. **LOSS OF USE EXPENSES (HIRED, RENTED OR BORROWED) INCREASED TO $200 PER DAY/MAXIMUM OF $1,500**
8. **AIRBAG COVERAGE**
9. **FUEL IN VEHICLE COVERAGE - $2,500**
10. **FIRE EXTINGUISHER RECHARGE COVERAGE**
11. **AUTO LOAN/LEASE GAP COVERAGE - $2,500**
12. **PERSONAL PROPERTY COVERAGE FOR DRIVER- $1,000**
13. **TELEMATICS EQUIPMENT COVERAGE - $2,500**
14. **"DOWNTIME LOSS" AND RENTAL REIMBURSEMENT COVERAGE - $150 PER DAY, 30 DAY MAXIMUM**
15. **SINGLE PHYSICAL DAMAGE DEDUCTIBLE PER LOSS**
16. **DEDUCTIBLE ON GLASS BREAKAGE WAIVED IF GLASS REPAIRED RATHER THAN REPLACED**
17. **TRANSFER OF RIGHTS OF RECOVERY AGAINST US (WAIVER OF SUBROGATION)**
18. **UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**
19. **OTHER INSURANCE CHANGES**
20. **BODILY INJURY INCLUDES MENTAL ANGUISH**

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SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.1. **Who Is An Insured** is amended to include:

f. Any "employee" of yours while operating an "auto" with a gross vehicle weight of less than 10,000 pounds 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.

g. Any person or organization for whom you have agreed in writing to provide insurance such as is afforded by this Coverage Form, but only with respect to liability arising out of the ownership, maintenance or use of "autos" covered by this policy.

SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.2.a. (2) – **Supplementary Payments** is 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.

SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.2.a. (4) – **Supplementary Payments** is replaced by the following:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

2. Towing

We will pay up to $2,500 for towing and labor costs each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement.

The most we will pay for towing and labor costs is $5,000 in any one policy year.

SECTION II – COVERED AUTO LIABILITY COVERAGE, **Exclusion B.5.** is amended to add:

This exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Such coverage as is afforded by this provision is excess over any other collectible insurance.

SECTION IV – PHYSICAL DAMAGE COVERAGE, Paragraph A.4.a. – **Transportation Expenses** is deleted and replaced by the following:

a. Transportation Expenses

We will pay up to $200 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" that is 20,000 lbs. of Gross Vehicle Weight. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

SECTION IV – PHYSICAL DAMAGE COVERAGE, Paragraph A.4.b. – **Loss of Use Expenses** is replaced by the following:

b. Loss of Use Expenses – Hired, Rented, or Borrowed Automobiles

We will pay expenses for which an "insured" becomes legally responsible for loss of use of a vehicle hired, rented or borrowed without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(1) Other than Collision, only if the Declarations indicate that Comprehensive Coverage is provided for the vehicle withdrawn from service.

(2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for the vehicle withdrawn from service.

(3) Collision only if the Declarations indicate that Collision Coverage is provided for the vehicle withdrawn from service.

However, the most we will pay for any expenses for loss of use is $200 per day, to a maximum of $1,500.

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Section IV – PHYSICAL DAMAGE COVERAGE
The following are added to **A. Coverage:**

5. Airbag Coverage

We will pay the cost to repair, replace, or reset an airbag that inflates for any reason other than as a result of a collision if the Declarations indicate that the covered "auto" has Comprehensive Coverage or Specified Causes of Loss Coverage.

6. Fuel in Vehicle

We will pay up to $2,500 for the actual loss sustained as a result of loss of fuel in a covered "auto", used to operate the "auto", caused by a covered loss to the covered "auto." No deductible applies to this coverage.

7. Fire Extinguisher Recharge

We will pay the cost to recharge or replace, whichever is less, fire extinguishers kept in your covered "autos" that are intentionally discharged in an attempt to extinguish a fire. No deductible applies to this coverage.

8. Auto Loan/Lease Gap Coverage

In the event of a total "loss" to a covered "auto" for which we pay under the policy's Physical Damage Coverage, we will pay any unpaid amount due on the lease or loan for that "auto," less:

a. The amount paid under the policy's Physical Damage Coverage and any:

(1) Overdue lease/loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(5) Carry-over balances from previous loans or leases.

The most we will pay as a result of any one "loss" is $2,500.

9. Driver's Personal Property

We will pay up to $1,000 for loss or damage to personal property or effects of any driver of a covered "auto" while contained in that "auto" and caused by:

a. Fire, lightning or explosion;

b. Windstorm, hail or earthquake;

c. Flood;

d. Mischief or vandalism;

e. The sinking, burning, collision or derailment of any conveyance transporting the covered "auto";

f. The covered "auto's" collision with another object; or

g. The covered "auto's" overturn.

We will not pay for loss or damage to coins, currency, securities or contraband.

Exclusions **2.c., 2.e.** and **2.f.** of **Section IV, B., Physical Damage Coverage** do not apply to this coverage.

This coverage is excess over any other collectible insurance. No deductible applies to this coverage.

10. Telematics Equipment Coverage

We will pay up to $2,500 for loss or damage to "telematics" equipment in a covered "auto" caused by a covered cause of "loss". This coverage applies whether or not the equipment is permanently installed in, or mounted on, the covered "auto."

Exclusions **2.c., 2.e.** and **2.f.** of **Section IV, B., Physical Damage Coverage** do not apply to this coverage.

No deductible applies to this coverage.

11. Downtime Loss and Rental Reimbursement Coverage

We will pay any resulting "downtime loss" and rental reimbursement expense you sustain as a result of a covered physical damage "loss" to a covered "auto" up to a maximum of $150 per day for a maximum of 30 days for the same physical damage loss, subject to the following limitations:

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a. We will cover "downtime loss" and rental reimbursement expenses beginning the sixth day after:

(1) We have given you our agreement to pay for repairs to a covered "auto" and you have given the repair facility your authorization to make the repairs; or

(2) The date you first reported the "loss" to us if we have declared your auto a total "loss"; and

b. Coverage for "downtime loss" and rental reimbursement will end when any of the following occur:

(1) You have a spare or reserve "auto" available to you to continue your operations.

(2) You purchase a replacement "auto."

(3) Repairs to your covered "auto" have been completed by the repair facility and the "auto" has been determined to be road-worthy.

(4) You reach the 30 days of maximum coverage.

Coverage for "downtime loss" and rental reimbursement is excess over any other insurance coverage available.

SECTION IV – PHYSICAL DAMAGE COVERAGE
D. Deductible is replaced by the following:

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

However, if more than one covered "auto" is involved in the same loss, only one deductible will apply to the loss. If the deductible amounts vary, the largest deductible will apply.

No deductible applies to glass breakage if the glass is repaired rather than replaced.

SECTION V – MOTOR CARRIER CONDITIONS, Paragraph A. 5. – Transfer of Rights of Recovery Against Others To Us is amended to include:

5. Transfer of Rights of Recovery Against Others to Us

This condition does not apply to any person(s) or organization(s) to the extent that subrogation against that person or organization is waived prior to the "accident" or the "loss" under a contract with that person or organization.

SECTION V – MOTOR CARRIER CONDITIONS – Paragraph B.2. – Concealment, Misrepresentation Or Fraud is amended by adding **Unintentional Failure to Disclose Hazards** at the end of Paragraph B.2. as follows:

Unintentional Failure to Disclose Hazards

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form 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.

SECTION V – MOTOR CARRIER CONDITIONS – B. General Conditions, 5. Other Insurance – Primary and Excess Insurance Provisions – f. is replaced by the following:

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

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

(2) Any covered "auto"" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

SECTION VI – DEFINITIONS – Paragraph C. – **"Bodily injury"** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these. Mental anguish means any type of mental or emotional illness or disease.

SECTION VI – DEFINITIONS – the following are added:

S. "Downtime Loss" means actual loss of "business income" for the period of time that a covered "auto":

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1. is out of service for repair or replacement as a result of a covered physical damage loss; and
2. is in the custody of a repair facility if not a total "loss."

T. "Business Income" means:

1. Net Income (net profit or loss before income taxes) that would have been earned or incurred; and
2. Continuing normal operating expenses, including payroll.

U. "Telematics equipment" means:

Equipment, devices, or software, used in vehicle telematics systems.

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 04/01/2026 Policy No. CA1065891 Endorsement No.

Insured MJ Hughes Construction Premium

Insurance Company Alaska National Insurance Company Countersigned by

Authorized Representative

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Alaska National
INSURANCE COMPANY

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

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

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

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective Policy No.

Insured Endorsement No.

Countersigned By _____

© Insurance Services Office, Inc., 2016

Carrier no: 20001

Endorsement no: WC000313
(Ed. 04-2025)

SAIF policy: 754945 Mj Hughes Construction Inc

Waiver of Our Right to Recover from Others Endorsement

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

Schedule

Description:	ALL OPERATIONS
Contractor name:	Persons and/or organizations with whom the insured-employer is required by written contract to waive subrogation rights.

This endorsement does not alter the rights of an injured worker to pursue recovery from another party or SAIF to receive a statutory share of recoveries by an injured worker, even from the party listed in the schedule.

The premium charge for this endorsement is based on one (1) percent of your manual premium.

Effective date: January 01, 2026

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Countersigned January 02, 2026 at Salem, Oregon

WC000313
(Ed. 04-2025)

Chip Terhune
President and Chief Executive Officer

400 High Street SE
Salem, OR 97312
P: 800.285.8525
F: 503.373.8020

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US IN THE STATE OF IOWA

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 01/01/2026 Policy No. WC 2867500 - 06 Endorsement No.

Insured MJ Hughes Construction Inc Premium $

Insurance Company Zurich American Insurance Company Countersigned by_____

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Agenda Sheet for City Council:

Committee: PIES **Date:** 10/13/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/04/2026

Date Rec'd	9/30/2026		
Clerk's File #	OPR 2026-0348		
Cross Ref #			
Project #	2024074		
Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 625-6391	**Requisition #**	CR 29015
Contact E-Mail	DBULLER@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** YES	
Agenda Item Name	AMENDMENT TO INCREASE FUNDS - HIGH VISIBILITY CROSSWALKS		

Agenda Wording

Amendment to increase funds with Road Products, Inc., for the High Visibility Sidewalks project.

Summary (Background)

Because of very good bids received, Engineering Services received permission from WSDOT to add crosswalks at 10 additional intersections all within the original project budget. These additional intersections will add approximately $188,000 to the project cost. However, with an initial administrative reserve of approximately $70,000, we are requesting additional spending authority of $118,000. This project is paid with a federal grant.

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?	YES
Total Cost	$ 118,000.00
Current Year Cost	$ 118,000.00
Subsequent Year(s) Cost	$

Narrative

FHWA Highway Safety Improvement Program. Federal Grant.

Amount		Budget Account
Expense	$ 118,000.00	# 3200-95164-95300-56501-86173
Select	$	#
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	One-Time

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

N/A

Approvals		Additional Approvals	
Dept Head	BULLER, DAN	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE	ACCOUNTING -	BROWN, SKYLER
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

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City Clerk's No. OPR 2026-0348
Engineering No. 2024074

City of Spokane

CONTRACT AMENDMENT

Title: **HIGH VISIBILITY CROSSWALKS**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE**, a Washington municipal corporation (the "City"), and **ROAD PRODUCTS, INC.**., whose address is 9915 East Trent Avenue, Spokane Valley, Washington 99206 (the "Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the Parties entered into a Contract as defined below, wherein the Contractor agreed to perform the High Visibility Crosswalks; and

WHEREAS, modifications have been requested, requiring the original Contract to be formally amended by this written document; and

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

1. CONTRACT DOCUMENTS.
The Contract, dated April 29, 2026, and May 4, 2026, and including any previous amendments, addendums, extensions, or renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on May 5, 2026, and shall run through August 31, 2027.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **ONE HUNDRED EIGHTEEN THOUSAND AND NO/100 DOLLARS** (**$118,000.00**), and applicable sales tax, for work added to the original contract using unit pricing set forth in the original contract. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

SIGNATURES ON NEXT PAGE

ROAD PRODUCTS, 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

26-275

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: ROAD PRODUCTS, LLC

Business name: ROAD PRODUCTS, LLC.

Entity type: Limited Liability Company

UBI #: 601-603-787

Business ID: 001

Location ID: 0002

Location: Active

Location address: 12301 E EMPIRE AVE
SPOKANE VALLEY WA 99216-1231

Mailing address: 9915 E TRENT AVE
SPOKANE VALLEY WA 99206-4204

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance d
Airway Heights General Business - Non-Resident				Active	Feb-28-2027	Mar-24-2022
Brewster General Business - Non-Resident				Pending	Jun-30-2027	
Colville General Business - Non-Resident	030625.0			Active	Feb-28-2027	Apr-25-2012
Franklin County General Business - Non-Resident	2746			Active	Feb-28-2027	Jan-20-2021
Spokane General Business - Non-Resident	T12016839BUS			Active	Feb-28-2027	Oct-15-2012
Spokane Valley General Business	00527			Active	Feb-28-2027	Feb-02-2004

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ARROW CONSTRUCTION HOLDINGS LLC	

Registered Trade Names

Registered trade names	Status	First issued
ROAD PRODUCTS, LLC.	Active	Feb-06-2023
RPI	Active	May-20-2010

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 9/30/2026 2:33:46 PM

Contact us

How are we doing?
Take our survey!

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

ARROCON-04 BBORDEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/6/2026

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

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

PRODUCER	CONTACT NAME: Brian Borden	
Alliant Insurance Services, Inc. 818 W Riverside Ave Ste 800 Spokane, WA 99201	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: brian.borden@alliant.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Western National Assurance Company	24465
INSURED	INSURER B : Western National Mutual Insurance Company	15377
Road Products, LLC 9915 East Trent Avenue Spokane Valley, WA 99206-4204	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 1254371	12/31/2025	12/31/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			CPP 1252546	12/31/2025	12/31/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			UMB 1043084	12/31/2025	12/31/2026	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		CPP 1254371	12/31/2025	12/31/2026	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: Project 2024074 - High Visibility Crosswalks

City of Spokane is listed as additional insured.

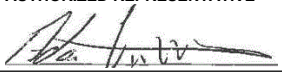
CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Certificate Disclaimer

Alliant Insurance has recently updated their Certificate of Liability procedures to minimize unnecessary errors and to help clients and certificate holders understand the limitations and provisions outlined in their insurance policies. We will do so by adhering to the recommendations found in the recent Acord form manual and by staying compliant with state statute WAC 284-30-355 and (ORS)744.074(1)(e). Alliant aims to ensure clarity and accuracy in coverage interpretation while also protecting the interests of its clients and certificate holders.

While we can still add specific details such as job numbers, contract names, event dates, or specific locations on certificates, it's crucial to note that Alliant cannot bind our insurers to anything beyond what is specified in the endorsement. If the Additional Insured box is checked, individuals can refer to the Additional Insured endorsement attached to their certificate for detailed coverage information.

Ultimately, coverage is determined by the policy, its terms, and individual endorsements, and as established by the contract between the Named Insured and the Additional Insured. If there are any further inquiries or requests for clarification, please do not hesitate to reach out to us for further assistance.

Alliant Insurance Services, Inc.
818 W Riverside Ave Ste 800
Spokane, WA 99201

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
- Loss of Earnings Up To $500/Day 3

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;

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/13/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/04/2026

Date Rec'd	10/5/2026
Clerk's File #	OPR 2026-0870
Cross Ref #	
Project #	2023103
Bid #	
Requisition #	CR 29008

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 625-6391
Contact E-Mail	DBULLER@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	CONSULTANT AGREEMENT - LATAH BRIDGE REHABILITATION DESIGN

Agenda Wording

Consultant Agreement with Horrocks, LLC, for 60% of the design of Latah Bridge Rehabilitation - Project 2023103. An administrative reserve of 10% of the contract price, will be set aside. (Latah Neighborhood Council)

Summary (Background)

The Latah Bridge (sometimes known as High Bridge or Sunset Bridge) was constructed in 1910 - 1913 and is therefore more than 110 years old. Its condition has deteriorated to the point where the outside lanes were closed to traffic in 2012. This contract is for the design of the rehabilitation of the bridge, likely involving removal of the superstructure down to the arches similar to how the Post Street Bridge and the Monroe Street Bridge were rehabilitated in recent years. The proposed contract is for $2,725,360.14 plus a 10% administrative reserve for a total of $2,997,896. The majority of this contract will be paid with a federal grant with a minority coming from local sources.

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	$ 2,997,896.00
Current Year Cost	$ 100,000.00
Subsequent Year(s) Cost	$ 2,897,896.00

Narrative

This design effort is slated to last 2 years, ending in September of 2028.

Amount		Budget Account
Expense	$ 2,997,896.00	# 3200 95164 95100 56501 86129
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

FHWA Surface Transportation Block Grant Program. Federal grant, arterial street fund.

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	BULLER, DAN	ACCOUNTING -	BROWN, SKYLER
Division Director	FEIST, MARLENE	PURCHASING	PRINCE, THEA
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

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Local Agency A&E Professional Services
Negotiated Hourly Rate Consultant Agreement

Agreement Number: LA11348 / STBGUL-3756(007)

Firm/Organization Legal Name (do not use dba's): Horrocks, LLC	
Address: 714 N. Iron Bridge Way, STE 201, Spokane, WA 99202	Federal Aid Number: STBGUL-3756(007)
UBI Number: 602-884-898	Federal TIN: 87-0296502
Execution Date: November 4, 2026	Completion Date: September 30, 2028
1099 Form Required: ☒ Yes ☐ No	Federal Participation: ☒ Yes ☐ No
Project Title: Latah Bridge Rehabilitation - Project 2023103	
Description of Work: Design of the following improvements: replacement of the bridge deck, barriers, railing, sidewalks. Rehabilitation of select structural elements.	
☐ Yes ☒ No DBE Participation ☐ Yes ☒ No MBE Participation ☐ Yes ☒ No WBE Participation ☐ Yes ☒ No SBE Participation	Maximum Amount Payable: 2,997,896.00

Index of Exhibits

Exhibit A Scope of Work
Exhibit B DBE Participation
Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D Prime Consultant Cost Computations
Exhibit E Sub-consultant Cost Computations
Exhibit F Title VI Assurances
Exhibit G Certification Documents
Exhibit H Liability Insurance Increase
Exhibit I Alleged Consultant Design Error Procedures
Exhibit J Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Spokane, hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:
Name: Jonathan Adams
Agency: City of Spokane
Address: Engineering Dept, 808 W. Spokane Falls Blvd
City: Spokane State: WA Zip: 99201
Email: jradams@spokanecity.org
Phone: 509-625-6267
Facsimile:

If to CONSULTANT:
Name: Jake Menard
Agency: Horrocks
Address: 714 N. Iron Bridge Way Suite 201
City: Spokane State: WA Zip: 99201
Email: jake.menard@horrocks.com
Phone: 509-241-8775
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

   The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

   Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12 month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will applicable for the twelve (12) month period.

   The fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

   The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

   The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fee.

A. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.

D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964

  (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973

  (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tie , or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Jonathan Adams

Agency: City of Spokane

Address: Engineering Dept, 808 W. Spokane Falls Blvd, Spokane, WA 99201

City: Spokane State: WA Zip: 99201

Email: jradams@spokanecity.org

Phone: 509-625-6267

Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars ($1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENTS over one hundred thousand dollars ($100,000.00) and Exhibit "G-4" is required only in AGREEMENTS over five hundred thousand dollars ($500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature	Date
Signature	Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A
Scope of Work

Project No. 2023103

See attached

LATAH BRIDGE RECONSTRUCTION DESIGN

SCOPE OF WORK

Prepared For: City of Spokane

Prepared By: Horrocks

Date: August 17, 2026

Horrocks.

Table of Contents

Project Overview 1
Project Coordination 1
Assumptions 2
Items to be Provided by the CITY 2
Task 1: Project Management (HRKS) 2
1.1 Project Initiation 2
1.2 Team and Progress Meetings 3
1.3 Schedule 3
1.4 Subconsultant Coordination 4
1.5 Project Administration 4
Task 2: Phase 1: Pre-Design Validation 4
2.1 Survey (HRKS) 4
2.2 Structure Validation 7
2.3 Geotechnical (GEO) 10
2.4 Traffic Analysis (HRKS) 13
Task 3: Visualization/Public Involvement (Phase 1 & 2) (HRKS) 17
Task 4: Phase 2: Preliminary & Intermediate Design 17
4.1 Preliminary Design (30% Design) 18
4.2 Intermediate Design (60% Design) 21
Task 5: Phase 3: Final Design & PS&E 24
5.1 Final Design (90% Design) 24
5.2 PS&E Design 27

Project Overview

The Latah Bridge Reconstruction Design project will repair and rehabilitate the deteriorating portions of the existing bridge structure. The bridge is severely load restricted and the sidewalks are closed to pedestrian traffic. Replacement is expected to encompass the deck, stringers and floorbeams, decorative exterior railings and at least portions of the spandrel columns, walls and arches. The project will explore the possibility of widening the new bridge deck to accommodate future traffic demands and alternative transportation modalities. Utilities and bridge lighting will also be addressed. The current funding will take the project to approximately 60% completion. The design team will support grant application efforts to secure construction funding throughout this initial contract phase.

The project will be scoped through design to PS&E documentation. The design team will work to meet expectations and maximize funding, up to 60% complete and beyond, at the direction of the City.

- Phase 1: Pre-design Validation
- Phase 2: Preliminary Design, Intermediate Design, including support for Planning/Environmental
- Phase 3: Final Design & PS&E, as-needed support for Environmental documentation
- Phases 1 and 2 are included in the agreement (Tasks 1-4). Phase 3 (Task 5) scope included but will be negotiated at a later date when funding becomes available.

Project Coordination

- The text uses the following references for the owner and their representative, the prime consultant, and their subconsultants:
- CITY = City of Spokane (Project Sponsor and Client)
- WSDOT = Washington State Department of Transportation Highways and Local Programs personnel tasked with the review of the final PS&E readiness.
- HRKS = Horrocks or Consultant (Prime Consultant for the project) providing project management, bridge design, survey, traffic, and quality management.
- PMX = Parametrix is a subconsultant to Horrocks providing roadway, lighting and utility design and independent structural review of the bridge design.
- RSS = Russo Structural Services is a subconsultant to Horrocks providing structural subject matter expert (SME) input, oversight and guidance to the bridge design.
- Aadland = Aadland, Inc is a subconsultant to Horrocks providing constructability reviews, scheduling, and cost estimates.
- GEO = GeoEngineers is a subconsultant to Horrocks and will perform geotechnical engineering services
- Fickett = Fickett Structural Solutions is a subconsultant to Horrocks providing bridge inspection services.

Duration

Phase 1: three (3) months for pre-design validation

Phase 2: Twelve (12) months for Preliminary and Intermediate Design; additional six (6) months to support environmental documentation.

Phase 2: Nine (9) months for 90% Design & PS&E Documents

Assumptions

- CITY is the agreement administrator and will manage the contract.
- The project limits are approximately at the intersection of Sunset Blvd and W 4th Avenue on the east and at the intersection of Government Way and Sunset Blvd on the west.
- The design year for traffic projection purposes is assumed to be 2050.
- Coordination with WSDOT for MOT is expected.
- No work will occur within the OHWM of Latah Creek.
- Based on the WSBIS records and the 2025 Level 1 Bridge Scour appraisal, the bridge is not scour critical and is likely founded on bedrock. Hydraulic analysis and scour analysis is excluded.
- Reconstructed portions of the bridge will be designed to current AASHTO standards. For elements to be salvaged, design exceptions are anticipated to develop a reasonable approach to justifying the capacity and serviceability of these members.
- Seismic analysis is excluded from the scope of work. If the seismic design category is determined to be "B" or higher, (determined after geotechnical exploration and before preliminary design) the width of the bridge will be limited such that the additional mass is less than a 10% increase.

Items to be Provided by the CITY

- Historic traffic data for estimating the future volumes on I-90 in the study area.
- Existing bridge inspection reports and as-builts.

The following milestone schedule outline is proposed as a guide for developing the detailed project CPM schedule. Delays by the CITY or other reviewing agencies may require recalculation and/or extension of the overall project schedule.

- November 2026 – Project Kickoff
- November 2026 – In-depth Inspection; Material Sampling; begin Phase 1
- December 2026 – Testing of Material Samples
- December 2026 – February 2026 – Completion of Phase 1 Pre-Design Validation
- March 2027 – February 2027 – Prelim (30%) & Int (60%) Design (Phase 2)

Task 1: Project Management (HRKS)

1.1 PROJECT INITIATION

Horrocks will set up the project files and prepare a Project Management Plan (PMP) for use by the project team. The PMP will include key project information such as team contact information, communication protocols, project delivery process, key milestones and Deliverables, and the Quality Management Plan (QMP).

Assumptions

- Horrocks' standard format for the PMP and QMP will be used.

Deliverables

- Project Management Plan (including QMP)

1.2 TEAM AND PROGRESS MEETINGS

The kick-off meeting will focus on the project objectives, key success factors, and design parameters. It is anticipated that this meeting will include members of the Consultant Team and the CITY.

Joint Progress/Team Task Lead meetings with the CITY and design team will be conducted an average of monthly throughout the duration of the agreement. Meetings may be conducted via conference call or in-person. The Horrocks PM will attend all progress/Task Lead meetings. Team task leads will attend progress meetings as needed to discuss specific project tasks.

Horrocks will provide regular coordination, as needed, with the CITY, WSDOT, and relevant agencies. Included in this task is attendance at twenty (20) miscellaneous additional meetings. This task also includes effort associated with preparation and documentation for each meeting.

Assumptions

- The kick-off meeting will be a hybrid Teams/in-person and is assumed to be a maximum duration of two (2) hours. Four (4) Horrocks, two (2) PMX, one (1) representative each from RSS, Aadland, GEO, and Fickett will attend the kick-off meeting. No travel for out-of-town team members is included solely for the purpose of attending this meeting.
- For estimating purposes, the following number of Progress/Team Task Lead meetings are assumed. Meetings are assumed to be one and one-half (1.5) hours in duration:
    - Horrocks two (2) staff, 24 meetings; PMX one (1) staff, 12 meetings; GEO & Fickett one (1) staff each, 3 meetings; RSS & Aadland one (1) staff each, 6 meetings.
    - Meetings held virtually on Microsoft Teams
- For estimating purposes, the following is assumed for miscellaneous meetings. Meetings are assumed to be an average of two (2) hours in duration, including any preparation time.
    - Horrocks two (2) staff, twenty (24) meetings.

Deliverables

- Meeting attendance and action item summaries

1.3 SCHEDULE

The initial detailed design schedule will be prepared and utilized as the baseline schedule for the project. Updates will be provided monthly in a tracking schedule format.

Deliverables

- Initial design schedule
- Twenty-Four (24) monthly schedule updates

1.4 SUBCONSULTANT COORDINATION

Horrocks will prepare all subconsultant agreements. This will include developing the draft of the subconsultant agreement, having management from each firm review the agreement, then issuing and executing the final agreements.

1.5 PROJECT ADMINISTRATION

Horrocks will staff and manage a project team to provide project deliverables, monitor budget and schedule, and coordinate with the CITY on a regular basis. This management includes general project management and administrative tasks such as document management (including filing, QA/QC tracking, email, etc.), internal project controls and report generation, and overall project coordination of tasks with the CITY and the project team.

Deliverables

- Monthly Invoicing with brief explanation (4-5 sentences max) of what work was completed during the billing period, including any unforeseen issues.

Task 2: Phase 1: Pre-Design Validation

2.1 SURVEY (HRKS)

Horrocks will provide survey services to support the design, analysis, visualization, environmental documentation, and construction of the Latah Bridge Reconstruction project. Survey will include establishment of control, collection of existing conditions, preparation of mapping and 3D data deliverables, and phased reality capture during construction.

Survey data collected throughout the project will be referenced to a consistent control framework to support coordination, comparison between phases, and development of record documentation.

2.1.1 Project Control and Datum

Horrocks will establish horizontal and vertical control to support survey and LiDAR data collection throughout the project corridor.

Control will be tied to the project datum as directed by the CITY and/or WSDOT and established with sufficient redundancy to support network adjustment and multi-platform data registration. Independent check points will be collected for quality assurance and validation.

All survey work will be referenced to the following datums unless otherwise directed by the CITY:

- Horizontal Datum: North American Datum of 1983 (NAD 83), Washington State Plane Coordinate System, North Zone, U.S. Survey Feet
- Vertical Datum: North American Vertical Datum of 1988 (NAVD 88), U.S. Survey Feet

The most current geoid model available at the time of survey will be utilized.

This project will be established on the current published NSRS datums (NAD 83 / NAVD 88). Transition to future NSRS datums, including NATRF2022 and NAPGD2022 or their successors, is not included in this scope and may be performed as an additional service if required.

Survey services will be performed consistent with applicable standards, including:

- WSDOT Survey Manual
- WSDOT Bridge Design Manual, as applicable
- Applicable AASHTO guidelines
- Applicable federal, state, and local agency requirements

2.1.2 Design Survey

Horrocks will collect existing conditions within the project limits using a combination of LiDAR and conventional survey methods, as appropriate for site conditions.

Data collection methods may include terrestrial LiDAR scanning, mobile LiDAR, UAV-based LiDAR/photogrammetry, conventional survey methods, or a combination of methods, as appropriate for site conditions and project needs.

Survey will include:

Bridge and Structural Elements

- Bridge deck, curbs, barriers, and sidewalks
- Visible structural elements including arches, columns, piers, and abutments
- Underside geometry necessary to support design development

Roadway and Site Features

- Roadway surfaces and tie-ins at bridge limits
- Shoulders, slopes, and drainage features
- Guardrail, striping, and signage
- Valley floor and embankments
- Surface features necessary to support design development

Utilities

Visible surface utility features including poles, vaults, valves, inlets, manholes, and appurtenances

Survey will include identification and mapping of the Ordinary High Water Mark (OHWM) within the project limits, where observable, based on standard field indicators.

Hydrographic survey is not included in the base scope. If site conditions prevent adequate identification of the OHWM, supplemental survey efforts may be performed upon authorization.

2.1.3 Data Processing and Quality Control

Survey data will be processed and adjusted to project control. Data from multiple collection methods will be integrated into a unified project dataset.

Quality control procedures will include comparison to independent check points and review of critical features.

2.1.4 Construction Phase Reality Capture

Horrocks will perform phased reality capture during construction to document site conditions, support project coordination, and maintain an up-to-date digital representation of the bridge throughout construction.

Services will include:

- Pre-construction data collection to establish baseline existing conditions
- Periodic data collection at key construction milestones
- Post-construction data collection to document completed improvements

Collected data will be registered to project control to maintain consistency between capture phases and support development of the construction digital twin dataset. Deliverables may include:

- Registered point cloud datasets for each construction phase
- Updated existing conditions model reflecting major construction milestones
- Supplemental surface models, imagery, or visualization products as appropriate for project coordination and record documentation

Deliverables

Survey deliverables will support engineering design, modeling, and visualization efforts and will include:

- Survey control point file
- Topographic mapping of the project area
- Digital terrain model (DTM)
- Breaklines and feature mapping
- Registered point cloud datasets
- Existing conditions model derived from survey and LiDAR data
- Survey control summary and quality control documentation

2.1.5 Agency Coordination and Site Access

Horrocks will coordinate with applicable agencies as necessary to support survey data collection within the project limits.

Coordination may include:

- Airport Coordination: Coordination with applicable aviation authorities for unmanned aerial system (UAS) operations, including airspace authorization as required.
- Railroad Coordination: Coordination with railroad entities if access or work occurs within or adjacent to railroad right-of-way.

- WSDOT Coordination: Coordination with WSDOT for access, traffic control, and work within state right-of-way, as applicable.
- Parks and Public Lands Coordination: Coordination with City of Spokane Parks or other agencies for access within public lands or restricted areas.

Horrocks will support coordination efforts; however, final approval of access, permits, and work restrictions is subject to the governing agency.

2.2 STRUCTURE VALIDATION

2.2.1 Preliminary Structural Capacity Validation (HRKS)

Horrocks will analyze the portions of the existing structure that will be rehabilitated. This effort will determine maximum capacities of all remaining structural elements in order to inform the design development and selection of a typical section.

A finite-element model (FEA) will be built using CSiBridge. Model geometry, including sizes of arches, piers, etc, will be created in CAD to be imported into the FEA model. The model will include assumptions of material strengths and existing condition ratings that can be confirmed/updated upon receipt of material testing report and inspection report results. The model results will be used to produce load rating values for the arches and piers.

Horrocks will host an in-person workshop with the City, bridge engineering and constructability teams (HRKS, RSS, Aadland) and other discipline leads (as necessary). The purpose of this workshop will be to discuss/brainstorm project constraints, design assumptions, and constructability issues as they relate to the structural analysis of the bridge.

Depending on the outcome of the geotechnical investigation (see 2.3), the seismic design category will have a direct impact on the proposed typical section. If the seismic design category is determined to be “B” or higher then the overall width of the proposed typical section will need to be limited such that the increase in mass is less than 10%. If the SDC is A, then the typical section is not limited by seismic criteria. The report will include possible typical sections for consideration to carry forward into Preliminary Design.

Assumptions:

- Removal of existing elements will extend to the top of arches (ie – will include spandrel elements) and include the enclosed approach spans.
- FEA model will be carried forward for use during preliminary and final design tasks
- In-Person workshop will take place immediately following the project kick-off meeting
- In-Person workshop will last 1 ½ days (12 hours)

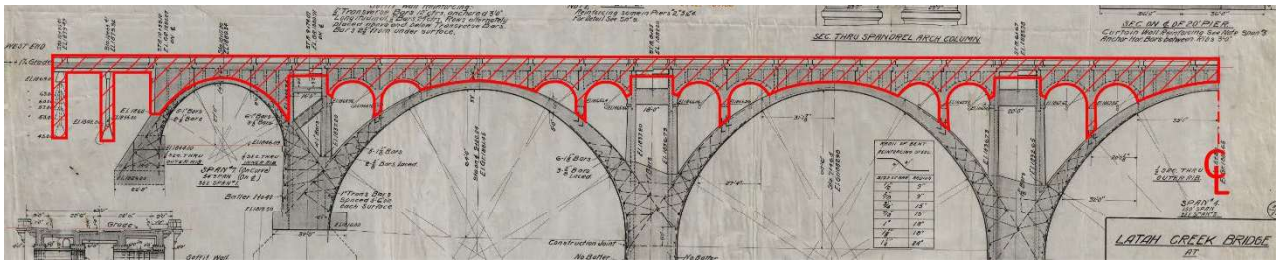


Figure 1 – Proposed Removal Limits (West Half shown, East Half Sim)

Deliverables:

- Report summarizing the design approach, assumptions, decisions, and findings. The report will identify bridge elements (or locations of elements) requiring strengthening and provide recommendations/parameters to allow the widened typical section to be finalized.

2.2.2 Bridge Inspection (Fickett)

Fickett will perform an In-Depth field inspection of the structure's concrete arches, interior piers, and abutments. Rope access will be utilized to access surfaces of each arch, as well as the full-length exterior and interior faces of the piers and abutments. Fickett will also perform Routine inspection of the structure per NBIS and WSDOT inspection standards. All inspections and engineering work will be conducted under the direct supervision of a Professional Engineer, registered in the State of Washington, and with current WSDOT Certified Bridge Inspection Team Leader Status.

Traffic Control Plans for Single Lane Closure with Flagging (by HRKS):

- Develop Traffic Control plans for RW Obstruction permit
- Traffic Control will include plans and details for a single lane closure with flagging.
- Detour plans will not be required.

In-Depth Bridge Inspection Services will include:

- Review of existing documentation including as-built plans, prior inspection reports, and repair documentation.
- Pre-inspection planning to confirm schedule, access methodology, and deliverable format.
- Preparation of pre-inspection safety documentation including a Job Hazard Analysis (JHA), Health, Confined Space, and Safety Plan (HASP), and rope access/climbing plan per applicable SPRAT standards.
- In-Depth field condition inspection to inventory defect type, size, severity, and location on all in-scope elements.
    - Visual inspection of surfaces
    - Physical inspection of surfaces
        - Hammer sounding to identify suspected areas of concrete delamination.
        - Crack width measurements to support repair design.
    - UAS flights as necessary to supplement rope access on otherwise inaccessible surfaces.
- Coordination with the Owner and Horrocks to confirm scope extents, access requirements, and traffic control or right-of-entry needs.

Routine Bridge Inspection Services will include:

- Perform a Routine bridge inspection meeting NBIS and WSDOT inspections standards, at the same time as the In-Depth bridge inspection is being performed. This will include adding one additional day to the In-Depth inspection trip to complete the Routine.
- Update all inspection observations, reporting, maintenance recommendations, photographs, and NSTM reports into the WSDOT BridgeWorks database.

Assumptions:

- Field inspection work is anticipated to require six days of on-site work with a crew of four inspectors.
- Fickett will provide rope and confined space access equipment to access the main arches, and the exterior and interior surfaces of the piers and abutments.
- Rope access will be utilized to access surfaces of each arch, as well as the exterior and interior faces of the piers and abutments.
- Inside face of interior arch inspected only if UAS flights or visual inspection reveals signs of deterioration
- Rope access will utilize concrete cores through the bridge deck at the inside and outside face of pier walls
- Single-lane closures for EB/WB respectively will be necessary.
- Owner will provide right-of-entry and coordinate any required site access permits prior to mobilization.
- Owner will provide guidance on how to navigate concerns or requirements regarding wildlife. Delays or re-mobilization due to wildlife avoidance requirements are not included in the schedule or costs.
- Owner will provide all plans, documents, and project specifics necessary for Fickett to complete the In-Depth inspection.
- Field work assumes reasonable weather conditions for rope access work; delays or re-mobilization due to heavy rain or winds are not included in the schedule or costs.

Deliverables:

In-Depth Bridge Inspection:

- Field notes documenting inspection observations.
- Drawings depicting defect type, size, severity, and location by element.
- Spreadsheet inventory of defect quantities organized by element and defect type.
- Photographs and photo log keyed to defect drawings and spreadsheet.
- Engineering report including executive summary and overall condition assessment.

Routine Bridge Inspection:

- A signed hard copy of the WSDOT Routine bridge inspection report, complete with photographs.

2.2.3 Material Testing (HRKS)

Samples will be taken to perform tests to confirm or determine: concrete compressive strength, chloride ion content, and concrete carbonation. Horrocks will engage a material testing firm and coordinate

where samples will be taken and will be on-site when concrete cores are taken to provide direction. One concrete cylinder will be taken from each horizontal layer between existing construction joints on the piers and arches. These samples will be spread out and not all taken from a single pier. Powder samples will be taken from the cores by the testing firm. These results will be used in conjunction with the testing performed as part of the 2012 study.

The concrete cylinders will be tested for compressive strength in accordance with ASTM C39.

The powder samples will be tested for chloride ion content in accordance with AASHTO T 260.

Phenolphthalein tests will be used to test carbonation depths.

Assumptions:

- Maximum of ten (10) concrete cylinders and powder samples
- Investigation sites will be repaired after removal of cores
- No samples will be taken from bridge elements that are to be removed
- Consultant will provide TC
- This will fall under a maintenance activity within the City Municipal Stormwater Permit. No additional permits will be needed. Consultant will follow any applicable BMP's to control concrete dust and slurry.
- Consultant will be responsible for securing the area below the work to protect the public from falling debris.

Deliverables:

- Summary Report of findings

2.3 GEOTECHNICAL (GEO)

The scope of geotechnical services will depend on the level of analysis required to complete the geotechnical and structural design of the proposed improvements. We understand the project could include replacement of existing abutments and approach retaining walls, widening the bridge deck which could result in increased loads on existing pier foundations, and construction of new stormwater infiltration facilities. Therefore, we anticipate completing the following geotechnical evaluations for this phase of the project:

- Developing recommendations for the design of new abutment foundations and approach retaining walls.
- Estimating the bearing and lateral resistance of existing foundations in accordance with current AASHTO LRFD methods.
- Overall (global) stability analyses of existing and proposed walls and foundations located near or on existing slopes.
- Developing recommendations for design of stormwater facilities.
- Seismic evaluation, which could include providing seismic site classification(s), seismic design parameters, seismic earth pressure parameters, and shear modulus values for site soil

These tasks form the basis for field exploration, laboratory testing, and engineering analysis scope presented below. As the project progresses, if any of these elements are deemed unnecessary, or if additional analysis requirements come to light, modifications to the geotechnical scope might be required.

2.3.1 Data review

Geo will Compile and review previous readily available plans and geotechnical data (from GeoEngineers files, City of Spokane files, and from state agencies) including geologic maps, and previous geotechnical reports for projects located near the project site.

2.3.2 Coordination of Field Activities

GEO will coordinate with Horrocks and the City to identify exploration locations and requirements for exploration equipment access and permitting. Geo will mark exploration locations and arrange for public and private utility locates of the exploration locations. Geo will coordinate with the City to obtain street obstruction permits and will provide subcontracted traffic control services as needed to facilitate geotechnical field activities.

We assume that GeoEngineers will not be responsible for environmental and culture resources permitting and observations, if needed.

2.3.3 Explorations

We anticipate that the field exploration program could occur in multiple phases as the project progresses. Preliminarily, we anticipate borings will be drilled at the following locations:

- Two borings near the west abutment, advanced to depths in the range of about 15 to 20 feet below ground surface (bgs).
- Two to four borings near the proposed reconstructed east abutment and approach walls, advanced to depths in the range of about 50 to 130 feet bgs.
- Four borings near existing piers within the valley bottom, advanced to depths in the range of about 50 to 75 feet below site grade.
- Two to four additional borings or test pits near proposed stormwater facilities, advanced to depths up to approximately 30 feet bgs.

Borings will be drilled to target depths or until the presence of bedrock is confirmed, or drilling progress is refused, whichever is shallowest. Soil samples will be collected at approximately 2.5- to 5-foot depth intervals using split barrel samplers. If fine-grained (silt or clay) soil is encountered, relatively undisturbed (Shelby tube) samples might be collected. Up to 20 feet of rock core will be collected if rock is encountered. Borings will be backfilled (abandoned) in accordance with applicable State of Washington regulations.

Test pits, if conducted, will be excavated to depths in the range of about 5 to 15 feet below site grade. Representative soil samples will be collected from the test pits. At the conclusion of excavation, test pits will either be backfilled with excavated soil, or with imported drain rock for infiltration testing. Excavated soil not placed back in excavations will be left on site.

A detailed log of the explorations will be recorded by GeoEngineers' field representative.

2.3.4 Geophysical Testing

GEO will subcontract a geophysical subconsultant to conduct up to three surface-wave and/or microtremor surveys (one near the west abutment, one in the valley bottom, and one near the east abutment) to measure the shear wave velocity of subsurface materials within the upper 100 feet below site grades as a basis for determining the seismic site classification(s).

2.3.5 Infiltration Testing

GEO will conduct up to two total borehole infiltration tests or test pit infiltration tests as a basis for estimating infiltration rates or drywell outflow rates for new infiltration facilities. Tests will be conducted in general compliance with the 2024 Stormwater Management Manual for Eastern Washington (SWMMEW), WSDOT Highway Runoff Manual (HRM), or the Spokane Regional Stormwater Manual (SRSM).

2.3.6 Groundwater Level Monitoring

At least one boring drilled within the valley bottom near proposed stormwater infiltration facilities will be converted to a groundwater monitoring well. The well will be instrumented with an electrical pore pressure transducer to collect daily groundwater level measurements through at least one high-groundwater season (typically late winter through spring) as a basis for estimating seasonal high groundwater levels for infiltration facility design.

2.3.7 Laboratory Testing

GEO will conduct laboratory testing of select soil samples. The laboratory testing program could include:

- Up to 25 sieve analyses of soil samples.
- Up to 20 percent passing the No. 200 sieve (washes).
- Up to 1 triaxial consolidated undrained shear test.
- Up to 1 one-dimensional consolidation test.
- Up to 10 point load index tests or unconfined compression tests of rock core.
- Up to 2 California bearing ratio (CBR) tests of subgrade soil.
- Up to 4 corrosion suite tests (pH, resistivity, sulfates, and chlorides) of soil (tests will be performed by a subcontracted laboratory).
- Up to 4 cation exchange capacity and organic matter tests of soil at proposed stormwater infiltration areas (tests will be performed by a subcontracted laboratory).

2.3.8 Engineering Analysis

GEO will:

- Evaluate results of field explorations and laboratory testing, develop subsurface models and estimate pertinent physical and engineering properties of soil and rock.
- Estimate the bearing resistance (service, strength, extreme event) limit states of existing foundations and lateral resistance parameters using analytical (spreadsheet-based) methods.
- Develop recommendations for design of new abutment and approach wall foundations, including bearing resistance for the service, strength, and extreme event limit states, soil parameters to estimate lateral sliding resistance, and lateral earth pressure criteria to estimate lateral loads on buried elements.

- Evaluate overall (global) stability of site slopes in relation to existing and proposed foundations. and provide recommendations for ground improvement to reach minimum safety factor criteria as applicable.
- Develop seismic design parameters including seismic site classification, seismic design parameters, seismic lateral earth pressures, and shear modulus values for site soil.
- develop an opinion regarding the feasibility of infiltration within proposed stormwater infiltration facilities and provide design infiltration rates and drywell outflow rates, as applicable.
- Provide recommendations for pavement thicknesses for reconstructed approach roadways.

2.3.9 Reporting

Geo will prepare design memorandums for individual aspects of the project as necessary, and compile the results of the explorations, testing, conclusions and recommendations into a final report.

Assumptions:

- Borings will be drilled using truck-or track-mounted drilling equipment. Limited access drilling equipment will not be required.
- Explorations will be completed during regular weekday business hours.
- Borings will not have to be drilled through the existing bridge deck, on existing site slopes, or at each pier location.
- Proposed stormwater infiltration facility locations will be identified by the design team before mobilizing for drilling stormwater borings.
- Field work will occur during the spring, summer, or fall months and not during inclement weather.
- Contaminated soil and groundwater will not be encountered during exploration activities.
- Environmental sampling and testing of soil and groundwater will not be required.
- Geo will not pay for cultural resources monitoring, if required.
- The city will review and approve traffic control plans prepared by Geo's traffic control subcontractor.
- Traffic counts will be collected by the City and available for use in estimating traffic loads for pavement thickness design.
- Up to three technical memorandums (draft and final) and one report (draft and final) will be provided by GEO.
- One round of comments will be provided by the City for each deliverable.
- The City will approve final deliverables.

2.4 TRAFFIC ANALYSIS (HRKS)

Horrocks will provide traffic analysis to inform both the final design and maintenance of traffic (MOT) activities. This work will include data collection, analysis and reporting. There will be touchpoints with the City at defined intervals where the City will provide direction based on analysis results to date. This scope assumes that the analysis is as required for a Categorical Exclusion rather than an Environmental Impact Statement. This does not include a detailed operational examination of the impacts of the ultimate bridge deck configuration, but it does include a moderately detailed analysis of one construction

scenario sufficient to demonstrate the impacts to I-90 and the I-90 ramps of a full closure of Sunset Boulevard.

2.4.1 Traffic Data

Traffic Counts will be taken on an as-needed basis based on feedback from the City and stakeholders.

Existing Data

- The City has provided AADT counts on the bridge from 2018 and 2023, and a pedestrian and bicycle count from June of 2026.
- Spokane Regional Transportation Council (SRTC) Performance Measurement System (PeMS) has data on I-90 and US-95 in the study area.

Count locations based on findings

Based on the findings of initial investigation into maintenance of traffic, Horrocks will conduct turning movement counts at up to 10 intersections during the peak hours. Possible count locations include:

- W Sunset Boulevard and S Government Way
- W Sunset Boulevard and S Coeur d'Alene Street
- W 2nd Avenue and Maple Street
- W 3rd Avenue and S Maple Street
- I-90 WB Ramps and S Maple Street
- I-90 EB ramps and S Maple Street
- I-90 WB offramp and Garden Springs Rd.
- S Rustle Street and Sunset Blvd
- W Riverside Avenue and S Government Way
- Another key intersection as identified in the analysis.

Conduct up to three (3) 24-hour vehicle and pedestrian counts at

- Key river/creek crossings or other key location(s) on the proposed detour routes such as the Latah Creek crossings of S Inland Empire Way and Riverside Road, or the Spokane River Crossing of N T J Meenach Drive.

Origin-Destination Probe data

Origin-Destination (O-D) Data: Horrocks will utilize our probe data contract with SMATS to provide O-D data to determine the sources of traffic using the bridge. This data is included in Horrocks overhead and provided without separate cost to projects.

2.4.2 Bridge Traffic Design

2.4.2.1 Bridge Cross Section and Transition to Existing Approaches Investigation

Horrocks will identify the proposed configuration of the Bridge based on the following parameters

- Assumption: there will be up to two travel lanes in each direction per City direction and the terms of grant applications.
- Assumption: the width of the bridge may need to be kept within 10% of existing to stay within a less intrusive seismic analysis. Note that this may conflict with the first assumption.

- Sidewalk and bike lanes will be recommended based on the City's transportation master plan and standard policy. Moveable barriers between vehicles and pedestrian facilities will be explored for future flexibility.
- The striping plan will show a transition to existing lane configurations as quickly as possible on either side of the bridge (that is, near-term conditions assuming minimal changes to bridge approach configurations).
- Assumption: Any future changes to Sunset Blvd on the bridge approaches will be accomplished as a separate project.

Deliverables

- A short (less than 10 page) report identifying the policy points used to develop the proposed roadway cross-section on the bridge
- 3 conceptual level striping plans showing
    - Full future 4 lane cross section on bridge with transitions from the proposed bridge cross-section to existing approach lane configurations
    - Alternative striping plan to provide lane continuity with existing approach lanes with bridge width sufficient to provide for a 4-lane cross section in the future
    - Alternative striping plan with bridge width limited to the one lane each direction and total width held to within 10% of the existing width.
- Facilitation of a design discussion with the City to confirm bridge cross section and the conceptual design for striping on the bridge and approaches. The report will be updated to include the outcome of this discussion.

2.4.3 Maintenance of Traffic Analysis

This task evaluates traffic operations and diversion associated with potential closure scenarios of the Latah Bridge along W Sunset Boulevard in Spokane. This approach will start with simple assumptions and seek to answer questions of how traffic will be maintained using logic backed up as necessary to by data collection and analysis. Rather than analyze many scenarios in great detail, the analysis process will focus on finding critical points that eliminate ineffective or inefficient alternatives with a minimum of effort.

2.4.3.1 Identification of Likely Construction Traffic Configuration

2.4.3.1.1 Elimination of Less Feasible Alternatives

Horrocks will document the high-level reasoning why full closure of the bridge with detour routes on existing roadways is the most feasible option for bridge construction. A short description of the following alternatives will present the key arguments for each and against each.

- Full closure of the bridge with detour on existing routes (preferred alternative)
- Full closure of bridge and provision of temporary structure parallel to existing bridge
- Partial closure of the bridge with 1 lane open and limited access
- Seasonal closure of the bridge (i.e. summer fully open / non-summer closed)

This analysis will also present existing pedestrian and bicycle volumes on the bridge and provide a high-level overview of possible detour scenarios:

- Detour routes on existing pedestrian infrastructure
- Detour routes made possible by adding pedestrian infrastructure

- Shuttle Bus alternatives
- Temporary pedestrian infrastructure

Deliverables

- Presentation of alternatives to the City
- Feasibility Memo identifying:
  - The range of solutions considered both vehicle and pedestrian detours.
  - Which solutions may be eliminated and why

2.4.3.1.2 Review of Traffic Patterns with Bridge Closure and Identification of Primary Diversion Routes

Based on conversations with the City and prior work, Horrocks expects that a full closure of the bridge during construction is a highly likely outcome. This scope assumes a full closure, but could be modified to accommodate other scenarios based on the results of Section 2.4.3.1.1.

Traffic diversion patterns will be developed using SRTC travel demand model outputs (SMATS Origin-Destination data may also be consulted). The 2030 Travel Demand Model will be run with and without a roadway connection across the bridge on Sunset Boulevard. The difference in peak hour trips with and without the connection on the bridge will be mapped and routes that gain more than 30 trips when the roadway connection on the bridge is absent will be identified.

From these expected diversion numbers, Horrocks will develop up to three proposed diversion routes – one to be signed in the field and up to two additional routes that can be publicized in a public outreach campaign as alternatives to the signed detour route.

These results will be presented to City staff for review and comment. With comments from the City incorporated, the proposed detour routes will be released to stakeholders for comment.

Deliverables

- Primary Diversion Route Identification Report, identifying the up to 3 diversion routes (1 to be signed, 2 additional to be advertised via media) and the approximate amount of traffic diverted per the 2030 SRTC travel demand model
- Work with the City and Stakeholders to answer questions and determine what (if any) the scope of analysis on the diversion routes should be.

2.4.3.1.3 Analysis of Diversion Route

Based on comments from City Staff and other shareholders, Horrocks will, provide a detailed analysis of traffic operations at key intersections and freeway segments on the proposed detour route(s). This additional analysis will be provided as needed to answer questions raised by the City and Stakeholders upon review of the proposed route and the rough estimate of traffic volumes from the travel demand model.

Traffic operations will be analyzed for one peak hour using a 2030 forecast year. Up to 10 study intersections will be evaluated in Synchro or PTV Vistro to assess intersection delay and level of service (LOS). It is assumed that I-90 will be one of the primary detour routes, and that microsimulation using PTV Vistro will be required to understand the impacts of additional traffic on I-90. Analysis of intersections that include I-90 ramps may be conducted in Vissim rather than Vistro or Synchro.

Analysis of pedestrian/bike alternative routes will focus on the out of direction travel (both horizontal and vertical) and additional travel time required for the ped/bike detour.

Assumptions

- Analysis will focus on a single diversion scenario that may divided traffic across multiple routes.
- Up to 10 study intersections will be analyzed.
- Analysis will be based on one peak hour analysis (the highest traffic during either the AM or PM Peak hours) and will be developed for a 2030 forecast year.
- Traffic forecasts will be developed using the most recent SRTC model output. All model outputs will be post-processed using NCHRP 765 techniques.
- The Synchro or PTV Vistro traffic analysis software tools will be used for intersection traffic operations analysis.
- PTV Vissim will be used to analyze freeway operations on I-90 between US-2 and Monroe Street.

Deliverables

- Technical memorandum documenting methods and results
- Summary of diversion patterns and traffic operations results
- Identify mitigations to traffic issues identified on diversion route.

Task 3: Visualization/Public Involvement (Phase 1 & 2) (HRKS)

Horrocks will provide 3D visualization services to support the environmental documentation, design, public involvement and engagement, and construction of the Latah Bridge Reconstruction project. This work will include producing a photo-realistic model of the bridge and surrounding area. The survey data collected will be tied to ground control and a reality mesh created. Both the existing structure and proposed new design will be modeled.

Assumptions:

- Modeling will utilize OpenRoads/OpenBridge designer
- Renderings and specific views of the bridge model will utilitize LumenRT

Deliverables:

- Environmental Documentation: 3-5 unique views to support descriptions of existing conditions; 3-5 views to support documentation of new conditions to match existing.
- Public Involvement & Engagement: Flyover/through video from east to west end of bridge; 3-5 graphic images to use on posters for public meeting. PM will attend up to three 4-hour public meetings facilitated by the CITY;
- Design/Construction: 3D model for coordination purposes

Task 4: Phase 2: Preliminary & Intermediate Design

This task consists of progressing design to the development of contract plans, specifications and estimate for advertisement for the rehabilitation of the Latah Creek Bridge. The design team will provide submittals for CITY review at Preliminary Design (30%), Intermediate Design (60%), Final Design (90%),

and PS&E Design (100% signed/sealed Ad-Ready). After CITY reviews, all comments will be responded to using a Bluebeam comment resolution procedure or similar method and incorporated as appropriate in the next submittal. The last submittal will include stamped and signed Ad-Ready plans, specifications and estimate.

Assumptions:

- Plans will be developed using AutoCAD Civil3D.
- Full-size plans will be 22x34
- Specifications will follow WSDOT Standard Specifications format, as modified by the City of Spokane

4.1 PRELIMINARY DESIGN (30% DESIGN)

Preliminary design will be developed to complete major design elements for geometric design review. Initial pay items and quantities will be developed. Due to the unique character of Latah Bridge, cost per unit area of bridge deck will not be used. Unit prices and contingencies will be developed in consultation with Aadland, Inc.

4.1.1 Demolition and TESC Plan (PMX)

Consultant will develop a plan that shows the limits of roadway demolition including existing surface features such as driveways, curbs, sidewalk, curb ramps, asphalt pavement, and structure adjustments. Bridge structure and abutment demolition will be shown on other sheets. This plan will also depict the Temporary Erosion Control measures and notes needed to meet City standards.

4.1.2 Roadway (PMX)

Consultant will provide roadway typical sections on and off Bridge, roadway geometrics, surfacing type & depth, guardrail, and construction notes. Left and Right curb profiles will be provided per City Standards. The plan will show existing utilities, existing ROW, existing roadway profile, sidewalk, and curb ramp locations. Plan is anticipated to be 50-scale and will use construction key notes.

4.1.3 Bridge (HRKS)

Preliminary Bridge Design will rely on the WSDOT BDM “Preliminary Plan for Approval” checklist as a starting point to guide the development of the sheets, while the unique character of the bridge and the complex constructability issues will take priority in preliminary design.

- No foundation improvement will be needed for the main piers (1-6)
- Abutments at either end of the bridge will be fully removed and replaced, including foundations.
- Proposed foundation type at abutments will be determined in consultation with GEO and based on their preliminary recommendations.
- To come up with historically sensitive designs for replacement elements such as corbels, railings, and column capitals, the design team will review the as-built details and consult with the City, Ted Aadland (for constructability considerations) and concrete industry experts

4.1.3.1 Bridge Design Peer Review (PMX)

The bridge team will engage subject-matter experts (SME) at the on-set of design and discuss all major design decisions. Prior to submitting preliminary design, Peer Reviewer(s) will provide review and comments on bridge design. If any differences arise between design team and peer reviewer, plans will not be submitted until resolution has been achieved.

4.1.4 Utilities (PMX)

4.1.4.1 Water Main

Assume existing water main can be cut and capped for the duration of construction. No temporary re-route or maintaining the live water main during construction will be required. There will be no sanitary sewer work required for this project.

4.1.4.2 Franchise Utility Coordination

Consultant will prepare and distribute utility notification letters/emails to franchise utility purveyors (i.e. natural gas, power, communications, fiber, etc) that have utilities located within the project limits. The letter will include project scoping exhibits and anticipated project schedules and will include a project overview to assist the purveyors in determining any needs to construct, relocated, and/or otherwise modify their facilities in conjunction with this project. Meet with the purveyors as necessary to clarify the proposed work.

4.1.5 Storm Drainage (PMX)

Stormwater management requirements identified; Design criteria defined; locations for treatment/flow control identified and shown on 30% Plan. Plan is anticipated to be 50-scale and will use construction key notes. This scope assumes all storm drainage will be by gravity and no stormwater pump stations will be required.

4.1.6 Illumination (PMX)

Light-level analysis complete, City of Spokane design standards, poles located on bridge are shown, poles and fixtures per City standards, no other decorative or supplementary illumination. Anticipated two plan sheets at 30%.

4.1.7 Signing & Striping (HRKS)

The 30% signing and striping plan will include the horizontal layout for the proposed signing and striping revisions in conformance with City requirements. Signs will be labeled with the codes developed in the Manual of Uniform Traffic Control Devices (MUTCD) as well as the size of each sign. Striping is expected to accommodate a multi-modal component for bike and pedestrian traffic across the bridge.

4.1.8 Work Zone Traffic Control/Maintenance of Traffic (HRKS)

The 30% work zone traffic control plans will include the detour layout and construction phasing.

4.1.9 Constructability Review, Cost Estimate, Construction Schedule (Aadland)

Aadland Inc will provide a constructability review of the 30% Design plans. Review is expected to cover major items such as access, sequence, means and methods and other considerations having an impact on the construction of the bridge. Construction schedule and cost estimate will include major elements and carry contingencies appropriate with preliminary design.

4.1.10 Assumptions & Deliverables

Assumptions:

- 30% Comment Resolution will be completed after receiving comments from the CITY
- Schedule is based on a 2-week CITY review period
- Plan updates stemming from comments will be reflected in the next (60%) set.

Deliverables:

- Preliminary Design Plans (PDF)
- Constructability Design Review Comments from Review of Preliminary Plans (PDF)
- Cost Estimate carrying 30% contingency (PDF)
- Construction Schedule Gantt chart (PDF)
- Completed 30% comment resolution log with responses to comments. (Excel)

- Probable Sheet List at Preliminary (30%) Design:

SHEET TITLE	#
Cover / Index / Vicinity Map	1
General Notes & Quantities	1
Demolition & TESC Plan	1
Roadway	
Roadway Plan and Profile	1
Roadway Typical Sections	1
Bridge	
Bridge Layout (Plan & Elevation)	2
General Notes & Geometrics	1
Construction Staging (Removal and Erection)	2
Foundation Layout (Abutments)	1
Pier Plan and Elevation (Piers 1-6)	6
Bridge Typical Section	1
Utilities	
Water Main Plan	1
Drainage	
Storm Drainage Plan	1
Illumination	
Illumination Plans	2
Signing & Striping	
Striping Plan	1
Temporary Traffic Control	
Construction Staging	1
Detour Overview	1

4.2 INTERMEDIATE DESIGN (60% DESIGN)

Intermediate Design will incorporate all City comments from the 30% review and add additional details as appropriate to bring the plans to a 60% level. The plans at this stage will include all major design elements with sufficient detail to support the cost estimate and specification development appropriate for intermediate design. The following are discipline specific scope items in addition to the aforementioned, as applicable.

4.2.1 Demolition and TESC Plan (PMX)

No discipline-specific scope items at 60%

4.2.2 Roadway (PMX)

Horizontal and vertical alignments and superelevations developed during the 30% effort will be refined and coordinated with the structural design as necessary. Additional detail and project specific notes will be added to the plans. Roadway typical sections will be updated as necessary.

4.2.3 Bridge (HRKS)

Bridge quantities will be generated based on WSDOT standard items. Quantities and the "Not Included in Bridge Quantities" list will be prepared in accordance with Chapter 12 of the WSDOT BDM and will be based on WSDOT standard items (where applicable). Bridge plans will show general structural configuration, include all major design elements with gross member sizes, and omit without reinforcement details.

4.2.3.1 Bridge Design Peer Review (PMX)

The bridge team will engage subject-matter experts (SME) throughout the development of the Intermediate Design and discuss all major design decisions. Prior to submitting intermediate design, Peer Reviewer(s) will provide review and comments on bridge design. If any differences arise between design team and peer reviewer, plans will not be submitted until resolution has been achieved.

4.2.4 Utilities (PMX)

4.2.4.1 Water Main

Continue to advance the water main design by detailing the water main profile and adding necessary details for support and insulation of the new water main under the bridge deck.

4.2.4.2 Franchise Utility Coordination

Continue to facilitate coordination with the known franchise utility purveyors. Franchise utility support and suspension under the bridge deck is assumed to be detailed by the structural design team. If it is deemed necessary for a formal directive to be issued to require any of the dry utility systems to be moved, lowered, or relocated (within the public right of way per franchise agreements), a letter will be prepared to be signed and mailed by the City.

4.2.5 Storm Drainage (PMX)

Generate a stormwater site plan consistent with City standards. It is assumed the 2008 Spokane Regional Stormwater Manual will be the governing document for storm drainage on this project. This scope includes designing a new stormwater treatment and flow control facility or facilities for the project.

Existing drainage patterns will be maintained. The 60% plan will show locations of new catch basins, mainline pipe, locations of stormwater facilities, and connections to existing conveyance systems. Up to three sheets of details are anticipated to show new stormwater facilities and any storm drainage construction details that are not included in the City's standard plan library. It is assumed that deck drains will be required with a storm pipe underneath the bridge deck that conveys flow west to the low point.

4.2.6 Illumination (PMX)

Coordinate with power utility for service connection. Pole mountings to structure will be determined and detailed by bridge/structural design. Power connection will remain aerial (match existing).

4.2.7 Signing & Striping (HRKS)

Add additional detail to the plan for constructability review. Add references to City standard plans and striping requirements for the project.

4.2.8 Work Zone Traffic Control/Maintenance of Traffic (HRKS)

Detour and construction staging sheets will be provided. TC plans will be provided as assumed below

- 2 traffic control sheets (one each end) for the road closure of Sunset Boulevard prior to the bridge.
- 2 traffic control sheets (one each end) for where the signed detour route leaves Sunset Boulevard.
- 4 traffic control sheets for traffic control at the I-90 ramp terminal intersections
- 4 sheets for traffic control to aid merging of detour traffic on I-90
- I-90 will be included as a primary detour route.

4.2.9 Constructability Review, Cost Estimate, Construction Schedule (Aadland)

Aadland Inc will provide a constructability review of the 60% Design plans. Review is expected to cover major items such as access, sequence, means and methods and other considerations having an impact on the construction of the bridge. Construction schedule and cost estimate will include major elements and incorporate new details from design plans and carry contingencies appropriate with intermediate design. Unit prices and contingencies will be developed in consultation with Aadland, Inc.

4.2.10 Specifications (HRKS/PMX)

Horrocks will prepare a run list (section headings) of general special provisions and a list of required project-specific special provisions. Identified project specific special provisions will be developed during subsequent phases.

4.2.11 Assumptions and Deliverables

Assumptions

- 60% Comment resolution will be completed after receiving comments from the CITY
- Schedule is based on a 2-week CITY review period
- Plan updates stemming from comments will be reflected in the next (90%) set.
- Specifications based on WSDOT Standard Specifications, as amended by the City of Spokane

Deliverables

- 60% Design Plans (PDF)
- Constructability Design Review Comments Review of 60% Plans (PDF)
- Cost Estimate carrying 20% contingency (PDF)
- GSP and Special Provision runlist/outline (Word)
- Completed 60% comment resolution with responses to comments (Excel)
- Packaged CAD files for City records (if Task 5 is completed at a later date)
- Probable Sheet List at Intermediate (60%) Design:

SHEET TITLE	#
Cover / Index / Vicinity Map	1
General Notes & Quantities	1
Demolition & TESC Plan	1
Roadway	
Roadway Plan and Profile	1
Roadway Typical Sections	1
Bridge	
Bridge Layout (Plan & Elevation)	2
General Notes & Geometrics	1
Construction Staging (Removal and Erection)	2
Foundation Layout (Abutments)	1
Foundation Details	2
Wing Wall Layout and Details	2
Pier Plan and Elevation (Piers 1-6)	6
Pier Details	2
Arch Elevations	4
Arch Details	2
Spandrel Columns	1
Spandrel Wall	1
Spandrel Arch	1
Spandrel Details	2
Bearing Details	1
Framing Plan	3
Precast Floor beam Details	2
Bridge Typical Section	1
Deck Reinforcing Details	1
Expansion Joint Layout	1
Expansion Joint Details	1
Traffic Barrier Details	2
Decorative Railing Details	2
Luminaire Support Details	1
Architectural Details	2
Approach Slab Details	2
Utilities	
Water Main Plan & Profile	1

Water Main Details	2
Drainage	
Storm Drainage Plans	4
Illumination	
Illumination Plans	3
Signing & Striping	
Striping Plan	1
Temporary Traffic Control	
Construction Staging	2
Detour Overview	1
Temporary Traffic Control	12

Task 5: Phase 3: Final Design & PS&E

5.1 FINAL DESIGN (90% DESIGN)

Final Design plans will incorporate all City comments from the 60% review and add additional details as appropriate to bring the plans to a 90% level. This is understood as a substantially complete set pending City review comments at 90%. The following are discipline specific scope items in addition to the aforementioned, as applicable.

5.1.1 Demolition and TESC Plan (PMX)

No discipline-specific scope items at 90%

5.1.2 Roadway (PMX)

No discipline-specific scope items at 90%

5.1.3 Bridge (HRKS)

A complete barlist will be added at 90%. A draft load rating will be prepared in accordance with the WSDOT BDM, Chapter 13. The load rating will include all new elements on the bridge, as well as the existing arches and piers.

5.1.3.1 Bridge Design Peer Review (PMX)

The bridge team will engage subject-matter experts (SME) throughout the development of the Final Design and discuss all major design decisions. Prior to submitting final design, Peer Reviewer(s) will provide review and comments on bridge design and load rating. If any differences arise between design team and peer reviewer, plans will not be submitted until resolution has been achieved.

5.1.4 Utilities (PMX)

5.1.4.1 Water Main

Address City comments on the 60% plans. Label horizontal and vertical location of all fittings, valves, thrust restraint, and connections to existing water mains.

5.1.4.2 Franchise Utility Coordination

Finalize locations of any necessary franchise utility relocations and coordination with the purveyors. Design of conduits and franchise facilities will be provided by the purveyors; our team will work to provide space and location for conduit runs or relocated structures.

5.1.5 Storm Drainage (PMX)

No discipline-specific scope items at 90%

5.1.6 Illumination (PMX)

Includes coordination with power utility for service connection. Pole mountings to structure will be determined and detailed by bridge/structural design. Power connection will remain aerial (match existing). Illumination special provisions will be based on City General Special Provisions.

5.1.7 Signing & Striping (HRKS)

No discipline-specific scope items at 90%

5.1.8 Work Zone Traffic Control/Maintenance of Traffic (HRKS)

No discipline-specific scope items at 90%

5.1.9 Constructability Review, Cost Estimate (Aadland)

No discipline-specific scope items at 90%

5.1.10 Specifications (HRKS/PMX)

Complete specifications package, include current COS amendments, GSP's and complete project-specific Special Provisions.

5.1.11 Assumptions & Deliverables

Assumptions

- 90% Comment resolution will be completed after receiving comments from the CITY
- Schedule is based on a 2-week CITY review period
- Plan updates stemming from comments will be reflected in the next (PS&E) set.

Deliverables

- 90% Design Plans (PDF)
- Constructability Design Review Comments Review of 90% Plans (PDF)
- Cost Estimate carrying 10% contingency (PDF)
- Complete edits, as appropriate, of specifications, as amended by the City of Spokane, and including GSP and project-specific Special Provisions (Word)
- Completed 90% comment resolution with responses to comments (Excel)
- Packaged CAD files for City records (if Task 5 is completed at a later date)
- Probable Sheet List at Final (90%) Design:

SHEET TITLE	#
Cover / Index / Vicinity Map	1

General Notes & Quantities	1
Demolition & TESC Plan	1
Roadway	
Roadway Plan and Profile	1
Roadway Typical Sections	1
Bridge	
Bridge Layout (Plan & Elevation)	2
General Notes & Geometrics	1
Construction Staging (Removal and Erection)	2
Foundation Layout (Abutments)	1
Foundation Details	2
Wing Wall Layout and Details	2
Pier Plan and Elevation (Piers 1-6)	6
Pier Details	2
Arch Elevations	4
Arch Details	2
Spandrel Columns	1
Spandrel Wall	1
Spandrel Arch	1
Spandrel Details	2
Bearing Details	1
Framing Plan	3
Precast Floor beam Details	2
Bridge Typical Section	1
Deck Reinforcing Details	1
Expansion Joint Layout	1
Expansion Joint Details	1
Traffic Barrier Details	2
Decorative Railing Details	2
Luminaire Support Details	1
Architectural Details	2
Approach Slab Details	2
Barlist	3
Utilities	
Water Main Plan & Profile	1
Water Main Details	2
Drainage	
Storm Drainage Plans	4
Illumination	
Illumination Plans	3
Signing & Striping	
Striping Plan	1
Temporary Traffic Control	
Construction Staging	2
Detour Overview	1

Temporary Traffic Control 12

5.2 PS&E DESIGN (100% DESIGN)

PS&E Design Package will incorporate all City comments from the 90% review and add additional details as appropriate to bring the plans to a PS&E level. This is understood as a complete to be used for bidding purposes by the City and will be signed and sealed.

5.2.1 Demolition and TESC Plan

No discipline-specific scope items at 100%

5.2.2 Roadway

No discipline-specific scope items at 100%

5.2.3 Bridge (HRKS)

5.2.3.1 Bridge Design Peer Review (PMX)

The bridge team will engage subject-matter experts (SME) throughout the development of the PS&E Bid Package and discuss all major design decisions with an emphasis on mitigating any risk or uncertainty in the bid documents. Prior to submitting the final bid documents, Peer Reviewer(s) will provide review and comments on bridge design and load rating. If any differences arise between design team and peer reviewer, plans will not be submitted until resolution has been achieved.

5.2.4 Utilities

No discipline-specific scope items at 100%

5.2.5 Storm Drainage

No discipline-specific scope items at 100%

5.2.6 Illumination

No discipline-specific scope items at 100%

5.2.7 Signing & Striping

No discipline-specific scope items at 100%

5.2.8 Work Zone Traffic Control/Maintenance of Traffic

No discipline-specific scope items at 100%

5.2.9 Constructability Review, Cost Estimate (Aadland)

No discipline-specific scope items at 100%

5.2.10 Assumptions & Deliverables

Assumptions

- PS&E Comment resolution will be completed after receiving comments from the CITY

- Schedule is based on a 2-week CITY review period
- Plan/Spec/Estimate updates stemming from comments will be addressed and issued in sealed/signed (PS&E) package.

Deliverables

- Unsigned PS&E Design Plans for review (PDF)
- Unsigned Cost Estimate carrying 10% contingency (PDF)
- Complete edits, as appropriate, of specifications, as amended by the City of Spokane, and including GSP and project-specific Special Provisions (Word)
- Completed PS&E comment resolution with responses to comments (Excel)
- Sealed/signed PS&E Package (PDF)
- Probable Sheet List at PS&E Design:

SHEET TITLE	#
Cover / Index / Vicinity Map	1
General Notes & Quantities	1
Demolition & TESC Plan	1
Roadway	
Roadway Plan and Profile	1
Roadway Typical Sections	1
Bridge	
Bridge Layout (Plan & Elevation)	2
General Notes & Geometrics	1
Construction Staging (Removal and Erection)	2
Foundation Layout (Abutments)	1
Foundation Details	2
Wing Wall Layout and Details	2
Pier Plan and Elevation (Piers 1-6)	6
Pier Details	2
Arch Elevations	4
Arch Details	2
Spandrel Columns	1
Spandrel Wall	1
Spandrel Arch	1
Spandrel Details	2
Bearing Details	1
Framing Plan	3
Precast Floor beam Details	2
Bridge Typical Section	1
Deck Reinforcing Details	1
Expansion Joint Layout	1
Expansion Joint Details	1
Traffic Barrier Details	2
Decorative Railing Details	2
Luminaire Support Details	1
Architectural Details	2

Approach Slab Details	2
Barlist	3
Utilities	
Water Main Plan & Profile	1
Water Main Details	2
Drainage	
Storm Drainage Plans	4
Illumination	
Illumination Plans	3
Signing & Striping	
Striping Plan	1
Temporary Traffic Control	
Construction Staging	2
Detour Overview	1
Temporary Traffic Control	12

Exhibit B
DBE Participation Plan

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

N/A

Exhibit C
Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

No specific requirements

B. Roadway Design Files

No specific requirements

C. Computer Aided Drafting Files

.dwg file or convertible to .dwg

D. Specify the Agency's Right to Review Product with the Consultant

The agency has the right to review the product with the consultant.

E. Specify the Electronic Deliverables to Be Provided to the Agency

None.

F. Specify What Agency Furnished Services and Information Is to Be Provided

See attached.

II. Any Other Electronic Files to Be Provided

See attached.

III. Methods to Electronically Exchange Data

email or FTP

A. Agency Software Suite

Microsoft Office, Autodesk Civil 3D

B. Electronic Messaging System

Standard email

C. File Transfers Format

n/a

Exhibit D
Prime Consultant Cost Computations

See attached.

CONSULTANT NAME: **Horrocks**
PROJECT NAME: **Latah Bridge Rehabilitation Design**

A. SUMMARY ESTIMATED DESIGN LABOR COSTS - PHASE 1&2

Labor Classification	Labor Hours Phase 1&2	Labor Hours Phase 3		Hourly Rate		Labor Phases 1&2
Project Manager	762	0	@	$ 300.00	=	$228,600.00
Bridge Task Lead	934	0	@	$ 260.00	=	$242,840.00
Bridge Engineer	910	0	@	$ 245.00	=	$222,950.00
Bridge EIT	970	0	@	$ 125.00	=	$121,250.00
Sr. Bridge Designer	745	0	@	$ 215.00	=	$160,175.00
Bridge CAD Technician	715	0	@	$ 120.00	=	$85,800.00
Traffic Task Lead	210	0	@	$ 255.00	=	$53,550.00
Traffic Modeler	76	0	@	$ 245.00	=	$18,620.00
MOT Designer	238	0	@	$ 195.00	=	$46,410.00
MOT EIT	270	0	@	$ 170.00	=	$45,900.00
Traffic EIT	184	0	@	$ 135.00	=	$24,840.00
Survey Task Lead/PLS	116	0	@	$ 215.00	=	$24,940.00
Project Surveyor/PLS	280	0	@	$ 200.00	=	$56,000.00
Survey Technician	446	0	@	$ 155.00	=	$69,130.00
Design Quality Manager	173	0	@	$ 260.00	=	$44,980.00
Administrative Assistant II	72	0	@	$ 88.00	=	$6,336.00
Accounting	29	0	@	$ 145.00	=	$4,205.00
Visualization	296	0	@	$ 215.00	=	$63,640.00
Tech Editor	27	0	@	$ 160.00	=	$4,320.00
					TOTAL LABOR COST =	**$1,524,486.00**

B. ESCALATION

Total Labor		Esc Ratio		Annual Esc		Duration
$1,524,486.00	x	100%	x	4.0%	x	2.0
				Labor with Escalation		$1,648,884.06
				Escalation	=	**$124,398.06**

C. OUT-OF-POCKET EXPENSES

	Horrocks Total Estimate Expenses	=	$96,153.78
	HORROCKS TOTAL	=	**$1,745,037.84**

D. SUBCONSULTANTS

Parametrix	=	$523,806.50
GeoEngineers	=	$246,583.64
Russo Structural Services (RSS)	=	$60,182.00
Aadland, Inc	=	$41,528.50
Fickett Structural Solutions (FSS)	=	$108,221.66
SUBCONSTULANTS LABOR SUBTOTAL	=	**$980,322.30**

		Phases 1&2
GRAND TOTAL	=	**$2,725,360.14**

Exhibit E
Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

See attached.

CONSULTANT NAME: **Parametrix**

PROJECT NAME: **Latah Bridge Rehabilitation Design**

A. SUMMARY ESTIMATED DESIGN LABOR COSTS - PHASE 1&2

Labor Classification	Labor Hours Phase 1&2	Phase 3		Hourly Rate		Labor Phase 1&2
Roadway Task Lead	255	0.00	@	$ 200.00	=	$51,000.00
Roadway Engineer	236	0.00	@	$ 150.00	=	$35,400.00
EIT	676	0.00	@	$ 135.00	=	$91,260.00
Senior Bridge Engineer	100	0.00	@	$ 250.00	=	$25,000.00
Bridge Engineer	42	0.00	@	$ 215.00	=	$9,030.00
Bridge Engineer	120	0.00	@	$ 250.00	=	$30,000.00
Senior Traffic Engineer	100	0.00	@	$ 250.00	=	$25,000.00
Traffic Engineer	332	0.00	@	$ 250.00	=	$83,000.00
Utilities	136	0.00	@	$ 250.00	=	$34,000.00
Utilities	200	0.00	@	$ 150.00	=	$30,000.00
Drainage	80	0.00	@	$ 200.00	=	$16,000.00
Drainage	128	0.00	@	$ 150.00	=	$19,200.00
Wetlands/OHWM	24	0.00	@	$ 200.00	=	$4,800.00
Illumination	80	0.00	@	$ 230.00	=	$18,400.00
Illumination	190	0.00	@	$ 150.00	=	$28,500.00
Senior Illumination	12	0.00	@	$ 250.00	=	$3,000.00
Project Accountant	32	0.00	@	$ 155.00	=	$4,960.00
				TOTAL LABOR COST (Phase 1 & 2) =		**$508,550.00**

B. ESCALATION

Total Labor		Esc Ratio		Annual Esc			Duratic
$508,550.00	X	100%	x	3.0%	x		1.00
						Escalation	**$15,256.50**

C. OUT-OF-POCKET EXPENSES

Parametrix Total Estimate Expenses*	=	**$0.00**

CONSULTANT NAME: **GeoEngineers**
PROJECT NAME: **Latah Bridge Rehabilitation Design**

A. SUMMARY ESTIMATED DESIGN LABOR COSTS - PHASE 1&2

Labor Classification	Labor Hours Phase 1&2	Labor Hours Phase 3		Hourly Rate		Phase 1&2	Phase 3
Principal	2	0.00	@	$ 294.00	=	$588.00	$0.00
Associate	29	0.00	@	$ 261.00	=	$7,569.00	$0.00
Senior Eng.	109	0.00	@	$ 237.00	=	$25,833.00	$0.00
Staff Eng 2	140	0.00	@	$ 162.00	=	$22,680.00	$0.00
Senior Tech	92	0.00	@	$ 109.00	=	$10,028.00	$0.00
CAD Designer	16	0.00	@	$ 135.00	=	$2,160.00	$0.00
Admin 2	22	0.00	@	$ 115.00	=	$2,530.00	$0.00
		0.00		**TOTAL LABOR COST =**		**$71,388.00**	

B. ESCALATION

Total Labor		Esc Ratio		Annual Esc		Duration (yrs)		
$71,388.00	X	100%	x	3.0%	x	1.00		
						Labor with Escalation		$73,529.64
						Escalation		**$2,141.64**

C. OUT-OF-POCKET EXPENSES

GeoEngineers Total Estimate Expenses* = **$173,054.00**

D. TOTAL FEE

GeoEngineers Total = **$246,583.64**

CONSULTANT NAME: **Russo Structural Services (RSS)**
PROJECT NAME: **Latah Bridge Rehabilitation Design**

A. SUMMARY ESTIMATED DESIGN LABOR COSTS - PHASE 1&2

Labor Classification	Labor Hours Phase 1&2	Labor Hours Phase 3		Hourly Rate		Labor Cost Phase 1&2	Labor Cost Phase 3
Principal Engineer	172	0.00	@	$ 325.00	=	$55,900.00	$0.00
	0	0.00					
	0	0.00					
		0.00		**TOTAL LABOR COST =**		**$55,900.00**	

B. ESCALATION

Total Labor		Esc Ratio		Annual Esc		Duration (yrs)	
$55,900.00	X	100%	x	3.0%	x	1.00	
					Labor with Escalation		$57,577.00
					Escalation		**$1,677.00**

C. OUT-OF-POCKET EXPENSES

Russo Structural Services (RSS) Total Estimate Expenses*	=	**$2,605.00**

D. TOTAL FEE

Russo Structural Services (RSS) Total	=	**$60,182.00**

CONSULTANT NAME: **Aadland, Inc**
PROJECT NAME: **Latah Bridge Rehabilitation Design**

A. SUMMARY ESTIMATED DESIGN LABOR COSTS - PHASE 1&2

Labor Classification	Labor Hours Phase 1&2	Labor Hours Phase 3		Hourly Rate		Labor Cost Phase 1&2	Labor Cost Phase 3
Principal	112	0.00	@	$ 350.00	=	$39,200.00	$0.00
	0	0.00					
	0	0.00					
		0.00		**TOTAL LABOR COST =**		**$39,200.00**	

B. ESCALATION

Total Labor		Esc Ratio		Annual Esc		Duration (yrs)	
$39,200.00	X	100%	x	3.0%	x	1.00	
						Labor with Escalation	$40,376.00
						Escalation	**$1,176.00**

C. OUT-OF-POCKET EXPENSES

Aadland, Inc Total Estimate Expenses*	=	**$1,152.50**

D. TOTAL FEE

Aadland, Inc Total	=	**$41,528.50**

CONSULTANT NAME: **Fickett Structural Solutions (FSS)**
PROJECT NAME: **Latah Bridge Rehabilitation Design**

A. SUMMARY ESTIMATED DESIGN LABOR COSTS - PHASE 1&2

Labor Classification	Labor Hours Phase 1&2	Labor Hours Phase 3		Hourly Rate		Labor Cost Phase 1&2	Labor Cost Phase 3
Senior Engineer	129	0.00	@	$ 300.00	=	$38,700.00	$0.00
Senior Project Engineer	96	0.00	@	$ 248.17	=	$23,824.32	$0.00
Senior Project Engineer	117	0.00	@	$ 188.72	=	$22,080.24	$0.00
Staff Engineer II	91	0.00	@	$ 147.81	=	$13,450.71	$0.00
Staff Engineer I	72	0.00	@	$ 130.27		$9,379.44	$0.00
Admin	5	0.00	@	$ 157.39	=	$786.95	$0.00
		0.00		**TOTAL LABOR COST =**		**$108,221.66**	

B. ESCALATION

Total Labor		Esc Ratio		Annual Esc		Duration (yrs)	
$108,221.66	X	100%	x	3.0%	x	0.00	
					Labor with Escalation		$108,221.66
					Escalation		**$0.00**

C. OUT-OF-POCKET EXPENSES

Fickett Structural Solutions (FSS) Total Estimate Expenses* = **$7,678.75**

D. Total Fee

Fickett Structural Solutions (FSS) Total = **$115,900.41**

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, ***(Federal Highway Administration)***, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. ***[Include Washington State Department of Transportation specific program requirements.]***

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. ***[Include Washington State Department of Transportation specific program requirements.]***

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the ***(Federal Highway Administration)*** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the ***(Federal Highway Administration)***, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the ***(Federal Highway Administration)*** may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the ***(Federal Highway Administration)*** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G-1(a)	Certification of Consultant
Exhibit G-1(b)	Certification of Public Works Director
Exhibit G-2	Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
Exhibit G-3	Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
Exhibit G-4	Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

Horrocks, LLC

whose address is

714 N. Iron Bridge Way, STE 201, Spokane, WA 99202

and that neither the above firm nor I have

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Spokane

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Horrocks, LLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of Public Works Director

I hereby certify that I am the:

☒ Public Works Director

☐ Other

of the City of Spokane, and Horrocks, LLC

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; o

b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the WSDOT

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

I. The prospective primary participant 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 (3) year period preceding this proposal been convicted of 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 anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Horrocks, LLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00 for each such failure.

   The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

Horrocks, LLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Latah Bridge Rehabilitation-Project 2023103* are accurate, complete, and current as of November 4, 2026**.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Horrocks

Signature

Title

Date of Execution _____***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit I
Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J
Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than $1,000. If the consultant's claim(s) total a $1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total $1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/30/2025

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

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

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	**CONTACT NAME:** WTW Certificate Center **PHONE (A/C, No, Ext):** 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378 **E-MAIL ADDRESS:** certificates@wtwco.com
INSURED Horrocks LLC 2162 W Grove Pkwy, Ste 100 Pleasant Grove, UT 84062	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : National Union Fire Insurance Company of P — 19445 INSURER B : Allied World Insurance Company — 22730 INSURER C : AIU Insurance Company — 19399 INSURER D : Lexington Insurance Company — 19437 INSURER E : Allied World Surplus Lines Insurance Compa — 24319 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W43355806 **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	042670158	12/31/2025	12/31/2026	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 $ 2,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	042670159	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			0314-9729	12/31/2025	12/31/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	042670162	12/31/2025	12/31/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Excess Liability			012147867	12/31/2025	12/31/2026	Each Occurrence excess of	$5,000,000 $5,000,000

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

per written contract

The Certificate Holder included as an Additional Insured as respects to General Liability and Auto Liability. The General Liability and Auto Liability shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by The Certificate Holder. Waiver of Subrogation applies in favor of The Certificate Holder
SEE ATTACHED

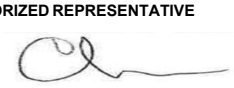
CERTIFICATE HOLDER

City of Spokane
808 W. Spokane Falls BLVD
Spokane, WA 99201-3306

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Insurance Services West, Inc.		Horrocks LLC 2162 W Grove Pkwy, Ste 100 Pleasant Grove, UT 84062
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

with respects to General Liability, Auto Liability, and Workers Comp, as permitted by law.

INSURER AFFORDING COVERAGE: Allied World Surplus Lines Insurance Company NAIC#: 24319
POLICY NUMBER: 0313-8987 EFF DATE: 12/31/2025 EXP DATE: 12/31/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liab incl Pollution	Each Claim Limit	$5,000,000
	Policy Aggregate	$5,000,000

INSURER AFFORDING COVERAGE: AIU Insurance Company NAIC#: 19399
POLICY NUMBER: 042670161 EFF DATE: 12/31/2025 EXP DATE: 12/31/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation (WI)	E.L. EACH ACCIDENT	$1,000,000
& Employers Liability	E.L. DISEASE - EA EMP	$1,000,000
Per Statute	E.L. DISEASE-POL LMT	$1,000,000

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh NAIC#: 19445
POLICY NUMBER: 042670160 EFF DATE: 12/31/2025 EXP DATE: 12/31/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Auto Liability - MA	Combine Single Limit	$5,000,000
Any Auto	Each Accident	$2,000,000

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SR ID: 29127467 BATCH: 4258614 CERT: W43355806

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: HORROCKS LLC

Business name: HORROCKS LLC

Entity type: Limited Liability Company

UBI #: 602-884-898

Business ID: 001

Location ID: 0001

Location: Active

Location address: 714 N IRON BRIDGE WAY
STE 201
SPOKANE WA 99202-4929

Mailing address: 2162 W GROVE PKWY
STE 100
PLEASANT GROVE UT 84062-6734

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this loc	License #	Count	Details	Status	Expiration dat	First issuance
Issaquah General Business - Non-Resident				Active	Aug-31-2027	Sep-01-2026
Spokane General Business				Active	Dec-31-2026	Mar-07-2018
Spokane Valley General Business - Non-Resident				Active	Dec-31-2026	Dec-20-2019

Owners and officers on file with the Department of Revenue

Owners and officers	Title
O'ROURKE, EDWARD (TED)	

Owners and officers	Title
RENSHAW, MICHAEL	
SANNER, DAN	
SWENSON, ROBERT	
TRILON GROUP, LLC	

Registered Trade Names

Registered trade names	Status	First issued
BELSBY - HORROCKS	Active	Jan-28-2020
BELSBY ENGINEERING	Active	Jan-28-2020
HORROCKS LLC	Active	Nov-21-2023

The Business Lookup information is updated nightly. Search date and time: 10/6/2026 9:41:23 AM

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Agenda Sheet for City Council:

Committee: PIES **Date:** 10/13/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/04/2026

Date Rec'd	10/5/2026
Clerk's File #	OPR 2024-0929
Cross Ref #	
Project #	

Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	ITB 6163-24
Contact Name/Phone	TRACE 625-6524	**Requisition #**	CR 29014
Contact E-Mail	TBRADBURN@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	CONTRACT RENEWAL FOR ON-SITE VALVE REPAIRS		

Agenda Wording

Contract renewal 2 of 4 with Industrial Service Solutions, LLC. dba Bay Valve Service & Engineering, LLC. (Longview, WA) for on-site valve repair services at the Waste to Energy Facility from 1/1/2027-12/31/2027 and a total cost not to exceed $150,000.00, plus tax.

Summary (Background)

The Waste to Energy Facility has many valves that are critical to its operations. On-site maintenance and repairs are required for safe and efficient operation. A valve failure could result in a plant shutdown. On Sep. 30, 2024, bidding closed on ITB 6163-24 for these valve repair services and Industrial Service Solutions, LLC was the only respondent. The initial contract award was for one year with the option of four (4) additional one-year renewals. This will be the second renewal. Rates to remain unchanged.

What impacts would the proposal have on historically excluded communities?

No impacts are identified. 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 all solid waste customers and are committed to being financially and environmentally responsible.

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

This routine purchase is designed to manage costs and continue to provide solid waste services in support of all ratepayers. It will not impact race, 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?

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 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. Funds are only utilized as-needed.

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	BRADBURN, TRACE	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

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

City Clerk's No. OPR 2024-0929

City of Spokane

CONTRACT RENEWAL No. 2 of 4

Title: ONSITE VALVE REPAIR SERVICES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE**, a Washington municipal corporation (the "City"), and **INDUSTRIAL SERVICE SOLUTIONS, LLC., dba BAY VALVE SERVICE & ENGINEERING, LLC**, whose address is 4385 South 133rd Street, Tukwila, Washington 98168, (the "Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the Parties entered into a contract, as described below, wherein the Company agreed to provide Onsite Valve Repair Services, scheduled and unscheduled at the City's Waste to Energy Facility (the "Contract"); and

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

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

1. CONTRACT DOCUMENTS.
The original Contract, dated November 21, 2024 and November 22, 2024, and including any previous amendments, addendums, extensions, or 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 Renewal shall become effective on January 1, 2027, and shall end December 31, 2027.

3. COMPENSATION.
The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED FIFTY THOUSAND AND 00/100 ($150,000.00), plus applicable sales tax**, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Contract 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 Contract Renewal.

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

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98 (see Exhibit A).

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

INDUSTRIAL SERVICE SOLUTIONS, 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 – Certificate Regarding Debarment

26-251

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)

Vendor			Bay Valve Service, LLC		Bay Valve Service, LLC		Bay Valve Service, LLC	
OPR 2024-0929			Base Period		1st Renewal		2nd Renewal	
Onsite Valve Repair Services; Scheduled and Unscheduled			Valid From 1/1/25 to 12/31/25		1st Renewal Valid From 1/1/26 to 12/31/26		2nd Renewal Valid From 1/1/27 to 12/31/27	
Line #	Description	Estimated Hours, More Or Less, That Could Be Incurred for A Single Cold Iron Outage	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
1	Straight Time	344 hours, more or less	$158 / HR	$54,352.00	$158 / HR	$54,352.00	$158 / HR	$54,352.00
2	Overtime Labor	299 hours, more or less	$238 / HR	$71,162.00	$238 / HR	$71,162.00	$238 / HR	$71,162.00
3	Mob		$25,000.00		$25,000.00		$25,000.00	
4	Demob		$25,000.00		$25,000.00		$25,000.00	
5	Percentage Markup For Parts / Materials Above Cost Pertaining To Unscheduled Service		25%		25%		25%	
6	List Any Other Cost To Be Incurred: Machine Shop Trailer, EVT Testing Equipment, Specialty Equipment, ECT		$12,500.00		$12,500.00		$12,500.00	
7	Applicable Tax Rate		To Be Applied		To Be Applied		To Be Applied	

BID ITEM 2: UNIT PRICE PER NON-COLD IRON OUTAGE

Line #	Description	Estimated Hours, More Or Less, That Could Be Incurred for A Single Non-Cold Iron Outage	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
1	Straight Time	80 hours, more or less	$158/ HR	$12,640.00	$158/ HR	$12,640.00	$158/ HR	$12,640.00
2	Overtime Labor	40 hours, more or less	$238/ HR	$9,520.00	$238/ HR	$9,520.00	$238/ HR	$9,520.00
3	Mob		$4,907.00		$4,907.00		$4,907.00	
4	Demob		$4,907.00		$4,907.00		$4,907.00	
5	Percentage Markup For Parts / Materials Above Cost Pertaining To Unscheduled Service		25%		25%		25%	
6	List Any Other Cost To Be Incurred: Machine Shop Trailer, EVT Testing Equipment, Speciality Equipment, ECT		$7,500.00		$7,500.00		$7,500.00	
7	Applicable Tax Rate		To Be Applied		To Be Applied		To Be Applied	

BID ITEM 3: EMERGENCY UNSCHEUDLED SERVICES

Line #	Description	Estimated Yearly Quantity of Hours, More Or Less, That Could Be Incurred for EMERGENCY UNSCHEDULED SERVICES	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
1	Straight Time	16 hours, more or less	$158/ HR	$2,528.00	$158/ HR	$2,528.00	$158/ HR	$2,528.00
2	Overtime Labor	8 hours, more or less	$238 / HR	$1,904.00	$238 / HR	$1,904.00	$238 / HR	$1,904.00
3	Mob		$4,907.00		$4,907.00		$4,907.00	
4	Demob		$4,907.00		$4,907.00		$4,907.00	
5	Percentage Markup For Parts / Materials Above Cost Pertaining To Unscheduled Service		25%		25%		25%	
6	List Any Other Cost To Be Incurred: Machine Shop Trailer, EVT Testing Equipment, Speciality Equipment, ECT		$7,500.00		$7,500.00		$7,500.00	
7	Applicable Tax Rate		To Be Applied		To Be Applied		To Be Applied	

BID ITEM 4: NONE-EMERGENCY UNSCHEUDLED SERVICES

Line #	Description	Estimated Yearly Quantity of Hours, More Or Less, That Could Be Incurred for NONE-EMERGENCY; UNSCHEDULED SERVICES	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
1	Straight Time	16 hours, more or less	$158 / HR	$2,528.00	$158 / HR	$2,528.00	$158 / HR	$2,528.00
2	Overtime Labor	8 hours, more or less	$238 / HR	$1,940.00	$238 / HR	$1,940.00	$238 / HR	$1,940.00
3	Mob		$4,907.00		$4,907.00		$4,907.00	
4	Demob		$4,907.00		$4,907.00		$4,907.00	
5	Percentage Markup For Parts / Materials Above Cost Pertaining To Unscheduled Service		25%		25%		25%	
6	List Any Other Cost To Be Incurred: Machine Shop Trailer, EVT Testing Equipment, Speciality Equipment, ECT		$7,500.00		$7,500.00		$7,500.00	
7	Applicable Tax Rate		To Be Applied		To Be Applied		To Be Applied	

Industrial Service Solutions aka Bay Valve Service, LLC

Mike Dombek, Branch Manager, mike.dombek@iss-na.com

Phone 360-578-0658

Base Year Pricing Was Per Bay Valve's Response To ITB 6163-24

NAME	MIKE DOMBECK
SIGNATURE	M Dombek
DATE	8/18/25

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name:	INDUSTRIAL SERVICE SOLUTIONS, LLC
Business name:	BAY VALVE SERVICE & ENGINEERING, LLC
Entity type:	Limited Liability Company
UBI #:	603-199-008
Business ID:	001
Location ID:	0002
Location:	Active
Location address:	213 DOUGLAS ST LONGVIEW WA 98632-1771
Mailing address:	4385 S 133RD ST TUKWILA WA 98168-3284
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
Kelso General Business - Non-Resident	A040099			Active	Jan-31-2027	Apr-23-2015
Longview General Business	824907			Active	Jan-31-2027	Feb-06-2018
Spokane General Business - Non-Resident				Active	Jan-31-2027	Jan-22-2018

Owners and officers on file with the Department of Revenue

Owners and officers	Title
HERNAWATI, ELLY	CORPORATE CONTROLLER
PAGE, TAMMY	

Registered Trade Names

Registered trade names	Status	First issued
BAY VALVE SERVICE	Active	Jul-24-2012
BAY VALVE SERVICE & ENGINEERING LLC	Active	Feb-13-2017
INDUSTRIAL SERVICE SOLUTIONS, LLC	Active	Mar-18-2024

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 9/22/2026 12:35:12 PM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/4/2026

7/1/2027

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 500 W. Monroe, Ste. 3400 Chicago IL 60661 (312) 669-6900 midwestcertificates@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1398515 Industrial Service Solutions WC LP Industrial Service Solutions LLC f/k/a Bay Valve Service & Engineering LLC Bay Valve, LLC 4385 S. 133rd Street Tukwila, WA 98168-3284	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Starr Indemnity & Liability Company — 38318 **INSURER B :** Underwriters at Lloyds of London — 10736 **INSURER C :** Sentry Casualty Company — 28460 **INSURER D :** Admiral Insurance Company — 24856 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 13670871 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	N	1000090558261	7/1/2026	7/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	N	1000635932261	7/1/2026	7/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
B D	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	N	N	EMR-00001255-00 UX000002752-01	7/1/2026 7/1/2026	7/1/2027 7/1/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ XXXXXXX
C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	90-21694-003 (AOS) 90-21694-004 (WI)	7/1/2026 7/1/2026	7/1/2027 7/1/2027	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)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

The City of Spokane is included as additional insured if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy.

CERTIFICATE HOLDER

13670871
City of Spokane
808 W. Spokane Falls Blvd
Spokane, WA 99201

CANCELLATION See Attachment

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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City of Spokane

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **13670871.**

- Email: Chicagoedelivery@lockton.com
- Phone: 866-297-8023

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/13/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/04/2026

Date Rec'd	9/29/2026		
Clerk's File #	OPR 2025-0005		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	PW ITB 6143-24
Contact Name/Phone	TRACE 625-6524	**Requisition #**	CR 29013
Contact E-Mail	TBRADBURN@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	CONTRACT RENEWAL FOR BOILERMAKER SERVICES		

Agenda Wording

Contract renewal 1 of 3 with Helfrich Brothers Boiler Works, Inc. (Lawrence, MA) for boilermaker services at the Waste to Energy Facility from 11/15/2026-11/14/2027 and a total cost not to exceed $2,500,000.00, plus tax.

Summary (Background)

Each year, two scheduled outages are performed on the boilers at the Waste to Energy Facility in order to repair or replace worn components. On July 15, 2024, bidding closed on PW ITB 6143-24 for these services and Helfrich Brothers Boiler Works, Inc. was the only respondent. The contract award was for two years, with the possibility of three (3) additional one-year renewals. This will be the first of those renewals. The total cost includes the capital replacement of the boilers superheater tubes in 2027 as well as the regular boiler outages.

What impacts would the proposal have on historically excluded communities?

No impacts are identified. 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 all solid waste customers and are committed to being financially and environmentally responsible.

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

This routine purchase is designed to manage costs and continue to provide solid waste services in support of all ratepayers. It will not impact race, 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?

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	$ $2,500,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This is a routine repair and maintenance service expense, as well as a planned capital maintenance expense that is planned for annually in the Solid Waste Disposal budget.

Amount		Budget Account
Expense	$ 450,000.00	# 4490-44900-37145-54803-19047
Expense	$ 450,000.00	# 4490-44900-37145-54803-19048
Expense	$ 1,600,000.00	# 4490-44100-37148-54803-34002
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	BRADBURN, TRACE	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List

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rrinderle@spokanecity.org	

City Clerk's No. OPR 2025-0005

CITY OF SPOKANE

CONTRACT RENEWAL
1 of 3

Title: BOILERMAKER SERVICES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE**, a Washington municipal corporation (the "City"), and **HELFRICH BROTHERS BOILER WORKS, INC.,** whose address is 39 Merrimack Street, Lawerence, Massachusetts 01843 (the "Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the Parties entered into a Contract, as defined below, wherein the Contractor agreed to perform **Boilermaker Services for Scheduled Outages, Super Heater Pendant Replacements and Emergency Services;** and

WHEREAS, the initial contract provided for three (3) additional one (1) year renewals, with this being the first of those renewals.

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

1. CONTRACT DOCUMENTS.
The original Contract, dated January 7, 2025, and including any previous amendments, addendums, extensions, or renewals thereto (the "Contract"), are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Renewal shall become effective on November 15, 2026, and shall run through November 14, 2027.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS** (**$2,500,000.00**), plus applicable sales tax, in accordance with Contractor's 2026-2027 Rates attached hereto as Exhibit B, 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.

HELFRICH BROTHERS BOILER WORKS, INC.	**CITY OF SPOKANE**
By_____ Signature Date	By_____ Signature Date
_____ Type or Print Name	_____ Type or Print Name
_____ Title	_____ Title

Attest:	Approved as to form:
_____ City Clerk	_____ Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certification Regarding Debarment
Exhibit B - Contractor's 2026-2027

26-242

Exhibit A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

    2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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

Exhibit B

OPR 2025-0005, Boilermaker Services for Scheduled Outages, Super Heater Pendant Replacements and Emergency Services

Description	1st Renewal 2-Year Base Period (11-15/2026 to 11/14/2027)								
	Helfrich Brother Boiler Works (HBBW)								
	FIRST BOILER - COLD IRON								
	Straight Tme Rate	Est Hours	Total Labor $	Overtime Rate	Est Hours	Total Labor $	Double Time	Est Hours	Total Labor $
Boilermaker	$108	334	$36,072.00	$157.00	83.5	$13,109.50	$194.00	83.5	$16,199.00
Boilermaker Apprentice	$108	66	$7,128.00	$157.00	16.5	$2,590.50	$194.00	16.5	$3,201.00
Supervisor	$127	40	$5,080.00	$174.00	10	$1,740.00	$212.00	10	$2,120.00
Other	$0	0	$0.00	$0.00	0	$0.00	$0.00		$0.00
Bill of Materials plus costs	$15,331.00								
Mob and Demob	$35,620.00								
PPE	$6,197								
Per Diem Total	$10,500								
Sales Tax (9.1%)	$13,309.99								
Total for First Boiler	**$168,197.86**								
	Second BOILER - COLD IRON								
	Straight Tme Rate	Est Hours	Total Labor $	Overtime Rate	Est Hours	Total Labor $	Double Time	Est Hours	Total Labor $
Boilermaker	$108	334	$36,072.00	$157.00	83.5	$13,109.50	$194.00	83.5	$16,199.00
Boilermaker Apprentice	$108	66	$7,128.00	$157.00	16.5	$2,590.50	$194.00	16.5	$3,201.00
Supervisor	$127	40	$5,080.00	$174.00	10	$1,740.00	$212.00	10	$2,120.00
Other	$0	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00

Bill of Materials plus costs	$15,331.00
Mob and Demob	$35,620.00
PPE	$6,197
Per Diem Total	$10,500
Sales Tax (9.1%)	$13,309.99
Total for Second Boiler	**$168,197.86**
Overall Extended Cold Iron	**$336,395.72**

	FIRST BOILER - NON COLD IRON			Overtime Rate	Est Hours	Total Labor $	Double Time	Est Hours	Total Labor $
	Straight Tme Rate	Est Hours	Total Labor $	Overtime Rate	Est Hours	Total Labor $	Double Time	Est Hours	Total Labor $
Boilermaker	$108	334	$36,072.00	$157.00	83.5	$13,109.50	$194.00	83.5	$16,199.00
Boilermaker Apprentice	$108	66	$7,128.00	$157.00	16.5	$2,590.50	$194.00	16.5	$3,201.00
Supervisor	$127	40	$5,080.00	$174.00	10	$1,740.00	$212.00	10	$2,120.00
Other	$0	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00

Bill of Materials plus costs	$15,331.00
Mob and Demob	$35,620.00
PPE	$6,197
Per Diem Total	$10,500
Sales Tax (9.1%)	$13,309.99
Total for First Boiler	**$168,197.86**

	SECOND BOILER - NON COLD IRON			Overtime Rate	Est Hours	Total Labor $	Double Time	Est Hours	Total Labor $
	Straight Tme Rate	Est Hours	Total Labor $	Overtime Rate	Est Hours	Total Labor $	Double Time	Est Hours	Total Labor $
Boilermaker	$108	334	$36,072.00	$157.00	83.5	$13,109.50	$194.00	83.5	$16,199.00
Boilermaker Apprentice	$108	66	$7,128.00	$157.00	16.5	$2,590.50	$194.00	16.5	$3,201.00
Supervisor	$127	40	$5,080.00	$174.00	10	$1,740.00	$212.00	10	$2,120.00
Other	$0	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00
Bill of Materials plus costs	$15,331.00								
Mob and Demob	$35,620.00								
PPE	6,196.87								
Per Diem Total	10,500.00								
Sales Tax (9.1%)	$13,309.99								
Total for Second Boiler	**$168,197.86**								
Overall Extended Cold Iron	**$336,395.72**								

	EMERGENCY SERVICES			Overtime Rate	Est Hours	Total Labor $	Double Time	Est Hours	Total Labor $
	Straight Tme Rate	Est Hours	Total Labor $	Overtime Rate	Est Hours	Total Labor $	Double Time	Est Hours	Total Labor $
Boilermaker	$108	16	$1,728.00	$157.00	4	$628.00	$194.00	4	$776.00
Boilermaker Apprentice	$0	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00
Supervisor	$0	1	$0.00	$187.00	0	$0.00	$0.00	0	$0.00
Emergency travel rate	$0	1	$0.00	$0.00	1	$0.00	$0.00	1	$0.00
Bill of Materials plus costs	$676.20								
Mob and Demob	$7,088.00								

Mob and Demob	$7,088.00
PPE	$676.20
Per Diem Total	$1,050.00
Sales Tax (9.1%)	$1,136.02
Total for emergency services	**$13,758.42**

	First Boiler Secondary SH changeout								
	Straight Tme Rate	Est Hours	Total Labor $	Overtime Rate	Est Hours	Total Labor $	Double Time	Est Hours	Total Labor $
Boilermaker	$108	974.9	$105,289.20	$157.00	258.6	$40,600.20	$194.00	246.7	$47,859.80
Boilermaker Apprentice	$108	179.1	$19,342.80	$157.00	47.4	$7,441.80	$194.00	45.3	$8,788.20
Supervisor	$127	40	$5,080.00	$174.00	10	$1,740.00	$212.00	10	$2,120.00
Other	$0	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00

Bill of Materials plus costs	$88,931.00
Mob and Demob	$72,009.80
PPE	17,796.87
Per Diem Total	27,300.00
Sales Tax (9.1%)	$39,986.97
Total for First Boiler	**$484,286.64**

	Second Boiler Secondary SH changeout Non-COLD IRON			Overtime Rate	Est Hours	Total Labor $	Double Time	Est Hours	Total Labor $
	Straight Tme Rate	Est Hours	Total Labor $	Overtime Rate	Est Hours	Total Labor $	Double Time	Est Hours	Total Labor $
Boilermaker	$108	974.9	$105,289.20	$157.00	258.6	$40,600.20	$194.00	246.7	$47,859.80
Boilermaker Apprentice	$108	179.1	$19,342.80	$157.00	47.4	$7,441.80	$194.00	45.3	$8,788.20

Supervisor	$127	40	$5,080.00	$174.00	10	$1,740.00	$212.00	10	$2,120.00
Other	$0	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00
Bill of Materials plus costs	$88,931.00								
Mob and Demob	$72,009.80								
PPE	17,796.87								
Per Diem Total	27,300.00								
Sales Tax (9.1%)	$39,986.97								
Total for Second Boiler	**$484,286.64**								
Overall Extended Cold Iron	**$968,573.28**								
	First Boiler Primary SH changeout Non-								
	Straight Tme Rate	Est Hours	Total Labor $	Overtime Rate	Est Hours	Total Labor $	Double Time	Est Hours	Total Labor $
Boilermaker	$108	974.8	$105,278.40	$157.00	258.6	$40,600.20	$194.00	246.7	$47,859.80
Boilermaker Apprentice	$108	179.1	$19,342.80	$157.00	47.4	$7,441.80	$194.00	45.3	$8,788.20
Supervisor	$127	40	$5,080.00	$174.00	10	$1,740.00	$212.00	10	$2,120.00
Other	$0	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00
Bill of Materials plus costs	$88,931.00								
Mob and Demob	$72,009.00								
PPE	17,796.87								
Per Diem Total	$27,300								
Sales Tax (9.1%)	$39,985.93								
Total for First Boiler	**$484,274.00**								

	Second Boiler Primary SH changeout Non-COLD IRON			Overtime Rate	Est Hours	Total Labor $	Double Time	Est Hours	Total Labor $
	Straight Tme Rate	Est Hours	Total Labor $	Overtime Rate	Est Hours	Total Labor $	Double Time	Est Hours	Total Labor $
Boilermaker	$108	974.9	$105,289.20	$157.00	258.6	$40,600.20	$194.00	246.7	$47,859.80
Boilermaker Apprentice	$108	179.1	$19,342.80	$157.00	47.4	$7,441.80	$194.00	45.3	$8,788.20
Supervisor	$127	40	$5,080.00	$174.00	10	$1,740.00	$212.00	10	$2,120.00
Other	$0	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00
Bill of Materials plus costs	$88,931.00								
Mob and Demob	$72,009.80								
PPE	17,796.87								
Per Diem Total	27,300.00								
Sales Tax (9.1%)	$38,187.59								
Total for Second Boiler	**$482,487.26**								
Overall Extended Cold Iron Pri SH	**$966,761.26**								
Combined spring outage costs	**$1,304,969.00**								
Combined fall outage costs	**$1,303,156.98**								
Total combined project price	**$2,621,884.40**								

Note: Outage combined cost will include the super heater change out portion of the work combined with a normal outage quote.

Note: Total combined project price is the sum of all normal outage scopes and superheater changeouts scopes with a one hour tally of labor time rates for emergency outages

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: HELFRICH BROS BOILER WORKS, INC.

Business name: HELFRICH BROS BOILER WORKS INC

Entity type: Profit Corporation

UBI #: 603-344-193

Business ID: 001

Location ID: 0001

Location: Active

Location address: 39 MERRIMACK ST
LAWRENCE MA 01843-1436

Mailing address: 39 MERRIMACK ST
LAWRENCE MA 01843-1436

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	Mar-31-2027	Dec-13-2013

Owners and officers on file with the Department of Revenue

Owners and officers	Title
HELFRICH JR, VINCENT	
HELFRICH, JOSEPH	

Registered Trade Names

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

The Business Lookup information is updated nightly. Search date and time: 9/2/2026 12:24:00 PM

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/01/2026

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

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

PRODUCER
Cleary Insurance Inc
226 Causeway Street
Boston MA 02114-2155

CONTACT NAME: Ruth Resca
PHONE (A/C, No, Ext): (617) 723-0700 **FAX (A/C, No):** (617) 723-7275
E-MAIL ADDRESS: rresca@clearyinsurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Admiral Insurance Company	24856
INSURER B :	Trumbull Insurance Company	27120
INSURER C :	Palomar Excess and Surplus Insurance Company	16754
INSURER D :	Berkley Insurance Company	32603
INSURER E :	Vantage Risk Specialty Insurance Company	16275
INSURER F :	Starr Indemnity & Liability Company	38318

INSURED
Helfrich Brothers Boiler Works, Inc.
39 Merrimack Street
Lawrence MA 01843

COVERAGES **CERTIFICATE NUMBER:** CL266169898 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

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] XCU Coverage is Included [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	CA-000042055-06	06/01/2026	06/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ]	Y	Y	08UENBS5YLT	06/01/2026	06/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	CEPXP-26-0000294-00	06/01/2026	06/01/2027	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	BIN172494057	06/01/2026	06/01/2027	[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
E	Excess Liability ($3M Excess $2M)			P03XC0000104680	06/01/2026	06/01/2027	Each Occurence Aggregate Continued in	$3,000,000 $3,000,000 Description section

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

EXCESS LIABILITY ($5M EXCESS $5m) - INSURER F: Starr Indemnity & Liability Company NAIC#38318 Pol No. 100586389261 06/01/2026-06/01/2027 $5,000,000 Ea Occurrence $5,000,000 Aggregate. Total Excess: $10,000,000 Ea Occurrence $10,000,000 Aggregate
CONTRACOTRS POLLUTION LIABILITY - INSURER G: Ironshore Specialty Insurance Company NAIC#25445 Pol No. ICELLUW00169128 06/01/2026-06/01/2027 $1,000,000 Ea Claim'$1,000,000 Aggregate
PROFESSIONAL LIABILITY - INSURER H: StarStone Specialty Insurance Company NAIC#44776 Pol No. CTR01130231P-01 06/01/2026-06/01/2027 $1,000,000 Ea Claim'$1,000,000 Aggregate

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
Ruth Resca

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AGENCY CUSTOMER ID: 00032416

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Cleary Insurance Inc	Helfrich Brothers Boiler Works, Inc.
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

PROFESSIONAL LIABILITY - INSURER H: StarStone Specialty Insurance Company NAIC#44776 Pol No. CTR01130231P-01 06/01/2026-06/01/2027
$1,000,000 Ea Claim'$1,000,000 Aggregate

City of Spokane is additional insured when required by written contract. Coverage is primary noncontributory when required by written contract. Waiver of subrogation applies when required by written contract. Policy forms CG2010 12/19, CG2037 12/19, CG2404 05/09, CIC957 10-06, AD 6893 01/17 and WC000313. Umbrella coverage is follow form over General Liability, Auto Liability and Employers Liability.

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Agenda Sheet for City Council:

Committee: PIES **Date:** 10/13/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/04/2026

Date Rec'd	10/7/2026
Clerk's File #	OPR 2026-0871
Cross Ref #	ORD C36945
Project #	

Submitting Dept	GRANTS MANAGEMENT	**Bid #**	
Contact Name/Phone	MIKE FORBES 509-435-7029	**Requisition #**	
Contact E-Mail	MFORBES@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	ACCEPTANCE OF WASHINGTON DEPARTMENT OF ECOLOGY SPILL		

Agenda Wording

Grant acceptance of $160,000 through the Washington Department of Ecology Spill Prevention, Preparedness, and Response Program

Summary (Background)

This grant request funds a comprehensive Hazardous Materials Response and Preparedness Initiative. It covers essential equipment, enhancing our response, personnel safety, and environmental protection during hazardous materials incidents. Funds used from the grant will support our regional partners with SFD Hazmat capabilities.

What impacts would the proposal have on historically excluded communities?

SFD's hazardous material response team will serve all communities in Spokane, including our historically excluded communities. We maintain a close relationship with our area neighbors so we can best serve all our constituents. Our investment will also help maintain healthier environments in Spokane. Many of our districts in Spokane are considered environmentally vulnerable, and investment in equipment and training will allow us to respond appropriately to these neighborhoods and limit exposure to hazardous materials.

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

Data will be collected in accordance with SFD requirements.

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

The department has a meticulously planned inspection schedule in place, overseen by our trained personnel. In case of any identified issues or maintenance requirements, our specialized maintenance department promptly restores the equipment to optimal working conditions. Spokane Fire personnel undergo comprehensive training to operate the equipment and conduct minor maintenance tasks adeptly. This knowledge equips them to detect and address potential concerns during routine inspections.

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 grant helps support the Spokane Fire Department's Hazardous Materials Response and Preparedness Initiative in a systematic and thorough approach.

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 160,000
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

The City of Spokane Fire Department will receive $160,000 funding for equipment ($100,000) and training support ($60,000).

Amount		Budget Account
Expense	$ 100,000	# 1440-93556-94220-56401-99999
Expense	$ 45,000	# 1440-93556-22200-51991-99999
Expense	$ 15,000	# 1440-93556-22200-52991-99999
Revenue	$ 160,000	# 1440-93556-99999-33431-99999
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	BROWN, SKYLER	**ACCOUNTING -**	BROWN, SKYLER
Division Director	STRATTON, JESSICA		
Accounting Manager	BROWN, SKYLER		
Legal	DUGGAN, ANDI		
For the Mayor	PICCOLO, MIKE		

Distribution List

sfdexecutivechiefs@spokanecity.org	mforbes@spokanecity.org
grants@spokanecity.org	

Agreement No. SPPREG-2527-Spokan-00110

SPILL PREVENTION, PREPAREDNESS, AND RESPONSE EQUIPMENT GRANT AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

SPOKANE CITY OF

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and Spokane city of, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Safeguarding Communities: A Hazmat Mitigation Grant
Total Cost:	$160,000.00
Total Eligible Cost:	$160,000.00
Ecology Share:	$160,000.00
Recipient Share:	$0.00
The Effective Date of this Agreement is:	07/01/2025
The Expiration Date of this Agreement is no later than:	06/30/2027
Project Type:	Equipment Cache Grant

Project Short Description:
Our grant request aims to fund a comprehensive Hazardous Materials Response and Preparedness Initiative. It covers essential equipment, enhancing our response, personnel safety, and environmental protection during hazardous materials incidents. Funds used from the grant will support our regional partners with SFD Hazmat capabilities.

Project Long Description:
The Spokane Fire Department's grant proposal centers on implementing a robust Hazardous Materials Response and Preparedness Initiative. This initiative is designed to bolster our capacity to effectively handle hazardous materials incidents and environmental protection for Spokane and the broader Pacific Northwest region we serve.

The key components of this initiative encompass the acquisition of critical resources and the provision of essential training. These include installing an Area Rae System, a cutting-edge technology that allows real-time monitoring of hazardous gases, enhancing our ability to respond to potential dangers swiftly.

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To further fortify our response capabilities, we aim to procure river booms designed for oil spill cleanup, providing a crucial safeguard for local water bodies and ecosystems. In addition, our project seeks to engage professional instructors who will impart advanced Hazmat safety training to our personnel, ensuring their readiness and competence in managing hazardous materials incidents.

We recognize the importance of keeping our equipment up to date. Thus, this grant will support replacing outdated Hazmat technology with state-of-the-art solutions, equipping our responders with the latest tools to mitigate risks effectively.

The initiative also addresses the need for protective measures by providing disposable fire blankets and decontamination supplies, mitigating environmental, personal, and community exposures during hazardous materials incidents. Catch basins for Hazmat cleanup are included to facilitate efficient and responsible containment and disposal of hazardous materials.

The Spokane Fire Department's commitment to safeguarding our community, environment, and the greater Pacific Northwest region is at the core of this proposal. By securing the necessary funding for these critical elements, we aim to bolster our response and preparedness, reducing the potential impacts of hazardous materials incidents and enhancing our personnel's and the environment's safety.

Overall Goal:
The overall goal of this project is to improve local, regional, and statewide oil spill and hazardous materials response capacity through the acquisition of equipment, resources, and training to support the Recipient’s emergency response role.

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RECIPIENT INFORMATION

Organization Name: Spokane city of

Federal Tax ID: 91-6001280
UEI Number: PDNCLY8MYJN3

Mailing Address: 808 W Spokane Falls Blvd
Spokane, WA 99201

Physical Address: 808 W Spokane Falls Blvd

Organization Email: mpapich@spokanecity.org
Organization Fax: (509) 343-5760

Contacts

Project Manager	Robert Mathews Capt 44 W Riverside Spokane, Washington 99201-3343 Email: rcmathews@spokanecity.org Phone: (509) 625-7000
Billing Contact	Kelly Haack Accounting Manager 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: kahaack@spokanecity.org Phone: (509) 625-6310
Authorized Signatory	Julie O'Berg Fire Chief 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: joberg@spokanefire.org Phone: (509) 625-6310

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ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Spills
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Spills
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Laura Hayes PO Box 47600 Olympia, Washington 98504-7600 Email: lhay461@ecy.wa.gov Phone: (425) 495-2632
Financial Manager	Richard Williams PO Box 47600 Olympia, Washington 98504-7600 Email: riwi461@ecy.wa.gov Phone: (564) 233-9566
Technical Advisor	David Byers PO Box 47600 Olympia, Washington 98504-7600 Email: dbye461@ecy.wa.gov Phone: (360) 790-6899

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SCOPE OF WORK

Task Number: 1 **Task Cost:** $0.00

Task Title: Project Administration

Task Description:
A. The RECIPIENT will administer the project. Responsibilities will include, but are not limited to: maintenance of project records, submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos), compliance with applicable procurement, contracting, and interlocal agreement requirements, application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project, and submittal of required performance items.

B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY, all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:
Properly managed project that meets agreement and Ecology administrative requirements.

Task Expected Outcome:
1. Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.

2. Properly maintained project documentation

Recipient Task Coordinator: Robert Mathews

Project Administration

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

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SCOPE OF WORK

Task Number: 2 **Task Cost:** $100,000.00

Task Title: New Response Equipment and Resources

Task Description:
A. The RECIPIENT will purchase only approved, eligible response equipment, tools, and supplies in accordance with ECOLOGY's requirement outlined in the Administrative Requirements for Recipients of Ecology Grants and Loans Managed In EAGL guidebook.

B. The RECIPIENT will purchase and take possession of approved, eligible oil spill and hazardous materials response and firefighting equipment, tools, and supplies that support the described project for oil spill and hazardous materials response and firefighting capacity building as described in the funding guidelines and that has been approved by ECOLOGY.

Task Goal Statement:
Build and support spill and hazardous materials response and firefighting capacity through the purchase of approved, eligible response equipment, tools, and supplies as described in the project.

Task Expected Outcome:
1. Timely and complete implementation of the task, including the purchase and acquisition of approved, eligible response equipment, tools, and supplies.
2. Properly store and maintain response equipment, tools, and supplies.

Recipient Task Coordinator: Robert Mathews

New Response Equipment and Resources

Deliverables

Number	Description	Due Date
2.1	Purchase and receive approved, eligible equipment. Schedule equipment inspection with Ecology.	

SCOPE OF WORK

Task Number: 3 **Task Cost:** $60,000.00

Task Title: Spill Response and Hazardous Materials Training

Task Description:
A. The RECIPIENT will complete approved, eligible training related to Oil Spill and Hazardous Materials Response and Firefighting capacity building to support the described project.
B. The RECIPIENT will maintain training and certifications in support of the safe and effective use and deployment of any equipment, tools, and resources necessary for the implementation of the described project.

Task Goal Statement:
Complete training for oil spill and hazardous materials incident and firefighting response to support response capacity building as described in the project.

Task Expected Outcome:
1. Timely and complete implementation of the task.
2. Improve local, regional, and statewide response capacity through maintaining appropriate training and certifications for oil spill and hazardous materials incident response.
3. Improve responder and public safety through training and certification in the use of requested equipment, tools, and supplies appropriate for the role or target role in an oil spill or hazardous materials incident.

Recipient Task Coordinator: Robert Mathews

Spill Response and Hazardous Materials Training

Deliverables

Number	Description	Due Date
3.1	1. Complete approved eligible training 2. Provide training documentation to Ecology, such as sign-in sheet and roster, trainer contracts/agreements, and copies of outreach materials.	06/30/2027

BUDGET

Funding Distribution EG270116

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Safeguarding Communities: A Hazmat Mitigation Gran
Funding Type: Grant
Funding Effective Date: 07/01/2025 Funding Expiration Date: 06/30/2027
Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund: FD
Type: State
Funding Source %: 100%
Description:

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

Safeguarding Communities: A Hazmat Mitigation Gran	**Task Total**
Project Administration	$ 0.00
New Response Equipment and Resources	$ 100,000.00
Spill Response and Hazardous Materials Training	$ 60,000.00
	Total: $ 160,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Safeguarding Communities: A Hazmat Mitigation Gran	0.00 %	$ 0.00	$ 160,000.00	$ 160,000.00
Total		**$ 0.00**	**$ 160,000.00**	**$ 160,000.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled “CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf> , section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) <https://sam.gov/SAM/> exclusion list.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS
For DEPARTMENT OF ECOLOGY GRANTS and LOANS
03/11/2026 Version

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." https://apps.ecology.wa.gov/publications/UIPages/SummaryPages/2601001.html
b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.
The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.
RECIPIENT shall:
a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
• Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
• For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section

106).
b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.
RECIPIENT shall:
• Keep the IDP at the project site.
• Make the IDP readily available to anyone working at the project site.
• Discuss the IDP with staff, volunteers, and contractors working at the project site.
• Implement the IDP when Cultural Resources or human remains are found at the project site.
c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
• Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT
No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION
RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION
a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/tech-support/statewide-vendor-payee-services/. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email SupplierRegistration@ofm.wa.gov.
h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion

thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:
a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.
ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.
If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.
RECIPIENT must have a standard procurement process or follow current state procurement procedures.
RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.
ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY’s sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:
a) RECIPIENT notifies the funding program of an appeal request.
b) Appeal request must be in writing and state the disputed issue(s).
c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.
e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.
The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.
Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:
• Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
• Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
• Submit the QAPP to ECOLOGY for review and approval before the start of the work.
b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.
c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards.
RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers,

or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.
Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:
a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:
a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.
Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.
Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.
RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or

construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT. RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY’s satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.
a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.
For more suggestions visit the Washington State Procurement Manual web page, Green Purchasing, https://des.wa.gov/purchase/washington-state-procurement-manual/green-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.
Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.
Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or

conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.
In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.
If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement
ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination
All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/13/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/04/2026

Date Rec'd	10/7/2026		
Clerk's File #	OPR 2026-0874		
Cross Ref #			
Project #			
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Bid #**	6615-26
Contact Name/Phone	REINER 509-625-7821	**Requisition #**	VALUE BLANKET
Contact E-Mail	RHERSHAW@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE BWILKERSON ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	CURB & VALVE BOXES – VALUE BLANKET		

Agenda Wording

Five (5) Year Value Blanket with Consolidated Supply (Spokane Valley, WA) for as-needed purchases of curb and valve boxes. Annual spend is estimated at $250,000.00 including tax.

Summary (Background)

Bid # 6615-26 was issued to 90 contacts via Procureware on 9/15/26 Four (4) bids were received by the closing deadline on 10/6/26 Award is recommended to Consolidated Supply (Spokane Valley, WA) as the low responsive, responsible bidder. Water & Hydroelectric Services requires these products for maintenance of existing and new installations to the City water service system. This Value Blanket will be valid for a five (5) year term with no options to renew.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 1,250,000.00
Current Year Cost	$ 250,000.00
Subsequent Year(s) Cost	$ 1,000,000.00

Narrative

All items are purchased on an as-needed basis, with no minimum obligation. This procurement saves taxpayer dollars by leveraging volume discounts.

Amount		Budget Account
Expense	$ 250,000.00 Annually	# 4100-42440-94340-56595-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

4100-42440-94340-56595-99999 INVENTORY PURCHASES FOR WATER

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	HOPKINS, LEON	**PURCHASING**	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List

Scott Milford scott.milford@consolidatedsupply.com	rhershaw@spokanecity.org
lhopkins@spokanecity.org	csasser@spokanecity.org
tlester@spokanecity.org	tprince@spokanecity.org
nrussell@spokanecity.org	rrpenaluna@spokanecity.org

Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	10-13-26
Submitting Department	Water & Hydroelectric Services
Contact Name	Reiner Hershaw
Contact Email & Phone	rhershaw@spokanecity.org 509-625-7821
Council Sponsor(s)	Klitzke, Wilkerson, Zappone
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	CURB & VALVE BOXES – VALUE BLANKET
Proposed Council Action	☐ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	**Summary (Background)** Bid # 6615-26 was issued to 90 contacts via Procureware on 9/15/26 Four (4) bids were received by the closing deadline on 10/6/26 Award is recommended to Consolidated Supply (Spokane Valley, WA) as the low responsive, responsible bidder. Water & Hydroelectric Services requires these products for maintenance of existing and new installations to the City water service system. This Value Blanket will be valid for a five (5) year term with no options to renew.

Fiscal Impact

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

Total Cost: $1,250,000.00

Current year cost: $250,000.00

Subsequent year(s) cost: $1,000,000.00

Narrative: All items are purchased on an as-needed basis, with no minimum obligation. This procurement saves taxpayer dollars by leveraging volume discounts.

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

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? 4100-42440-94340-56595-99999 INVENTORY PURCHASES FOR WATER

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

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

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

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

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

Council Subcommittee Review

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

Bid Response Summary

Bid Number ITB 6615-26
Bid Title Curb & Valve Boxes - Annual Value Blanket
Bid Base Currency USD
Due Date Tuesday, October 6, 2026 11:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company CONSOLIDATED SUPPLY
Submitted By SCOTT MILFORD - Tuesday, October 6, 2026 9:44:32 AM [(UTC-08:00) Pacific Time (US & Canada)]
SCOTT.MILFORD@CONSOLIDATEDSUPPLY.COM 509-891-9911
Comments

Question Responses

Group	Reference Number	Question	Response
Contact			
	1	Please indicate the appropriate point of contact (including phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	SCOTT MILFORD 509-891-9911 SCOTT.MILFORD@CONSOLIDATEDSUPPLY.COM
Council Approval			
	1	If award of this business will exceed $50,000.00, it will be subject to City Council approval.	Understood
	2	If this award will require Council review, approval is anticipated October 2026.	Understood
Value Blanket Terms			
	1	This product shall be awarded on a one (5) year value blanket order with no options to renew. The quantities provided represent an annual usage estimate and payment shall be made only for release orders placed, received, and accepted.	Understood and Agreed
	2	Product will be ordered off the value blanket on an as-needed basis with no guarantee of quantities.	Agreed
Product - Curb Boxes			
	1	Acceptable products for Curb Box Repair Lids - Inside, Sidewalk (City #B3310) are: Trumble T-373 ONLY.	Understood
	2	Acceptable products for Curb Box Repair Lids - Outside, Regular (City #B3311) are: Trumble T-374 ONLY.	Understood
	3	Curb Box Top Sections (City #B3313) must be screw type, provided with "WATER" lid installed.	Understood
	4	Acceptable manufacturers for Curb Box Top Sections (City #B3313) are: Olympic Foundry, Star, or Tyler Union ONLY.	Understood
	5	Curb Box Bottom Sections (City #NON-INV) must be screw type.	Understood
	6	Acceptable manufacturers for Curb Box Bottom Sections (City #NON-INV) are: Olympic Foundry, Star, or Tyler Union ONLY.	Understood

	7	Acceptable manufacturers for Curb Box Extensions (City #B3314-09, #B3315-16, #B3316-28) are: Olympic Foundry, Star, or Tyler Union ONLY.	Understood
	8	Curb Box Completes (City #B3319) must be 95E, extension range 41" - 64", delivered with "WATER" lid installed.	Understood
	9	Acceptable manufacturers for Curb Box Completes (City #B3319) are: Olympic Foundry, Star, or Tyler Union ONLY.	Understood
	10	Substitute product will not be evaluated for award on this project, but suppliers wishing to propose product for future orders may contact tlester@spokanecity.org.	Understood
Product - Valve Boxes			
	1	Valve Box Top Sections (City #B3322 (10"), B3323 (15")) must be delivered with "WATER" lid installed.	Understood
	2	Acceptable manufacturers for Valve Box Top Sections (City #B3322 (10"), B3323 (15")) are: Olympic Foundry 930 ONLY.	Understood
	3	Acceptable manufacturers for Valve Box Bottom Sections (City #B3327) are: Olympic Foundry 930 ONLY.	Understood
	4	Substitute product will not be evaluated for award on this project, but suppliers wishing to propose product for future orders may contact tlester@spokanecity.org.	Understood
	5	All valve box sections must have heavy-duty lids and risers and be compliant with all specifications detailed on 'Water Department Cast Iron Valve Box' included on the 'Documents' tab.	Understood
Product - Domestic			
	1	All requirements outlined in the 'Product' section above, particularly product drawing specifications, apply equally to domestic product unless otherwise specified.	Understood and Agreed
	2	Acceptable manufacturer requirements shall not apply to domestic product.	Understood
	3	Locate the Certification of Materials Origin (CMO) form on the 'Documents' tab and review. All domestic product must ship with a complete, signed CMO form verifying without exception that no products contain foreign-made materials. To verify familiarity with the form and acceptance of this requirement, upload a copy here with the name of your company in every modifiable field except the check boxes. Check the first box stating "The materials covered by this certification are American-Made with all manufacturing processing entirely within the United States of America." No signature is required.	CMO SPOKANE BID.PDF

	4	CMO forms must be provided for each release order of domestic product and may be sent by email or hardcopy with order packing lists. Shipments which arrive on the City's dock without a complete, signed CMO form may be refused for delivery acceptance at the supplier's expense. In the event of refusal, supplier remains fully liable to fulfill the order in accordance with the original terms and conditions.	Understood and Agreed
Delivery			
	1	All freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point.	Understood and Agreed
	2	All product shall be ordered/delivered FOB: Destination to 914 E. North Foothills Drive, Spokane, WA 99207.	Understood and Agreed
	3	Partial deliveries shall be accepted and any delivery delays must be communicated to the City employee who placed the order *before* the anticipated delivery date. Supplier is responsible for ensuring all deliveries meet promised timelines and for any resulting expenses, such as expedited freight costs.	Understood and Agreed
	4	Supplier specifies, if awarded, all product shall be delivered within the following number of business days ARO:	30
Payment Terms			
	1	Payment shall be made via direct deposit/ACH (except as provided by state law or if paid by credit card) according to net30 terms after receipt of goods ordered. A completed ACH application is required (if not already on file) before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediate make every effort to settle the disputed amount.	Understood and Agreed
Sales Tax			
	1	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent’s pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	Understood
Business Registration Requirement			

	1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. Vendors and Contractors wishing to do business with the City of Spokane must obtain a Washington State Business license with a City of Spokane Endorsement. Both the business license and Spokane endorsement can be obtained on Washington State Department of Revenue Website. If the Vendor believes it is exempt from obtaining a business license, visit Doing Business in Spokane - City of Spokane, Washington. Exemption form shall be submitted to Taxes & Licensing for review and approvals: <a> taxesandlicenses@spokanecity.org . If approved, the Vendor or Contractor must provide <a>purchasing@spokanecity.org approved copy.	Understood
	2	Supplier's Business Registration No.	409023243
Polychlorinated Biphenyls (PCBs)			
	1	In accordance with SMC 7.06.172(A), the respondent certifies that the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful respondent to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Understood and Agreed
	2	As far as you know, has this product type been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	No
	3	If so, were PCBs found at a measurable level?	
	4	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	No
	5	If so, note from whom the results can be obtained.	

	6	Do you have reason to believe the product contains measurable levels of PCBs?	No
	7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
Terms & Conditions			
	1	Submission of a response to this request constitutes acceptance of the Terms & Conditions so named in the 'Documents' tab.	Understood and Agreed

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Symbol	Title	Unit Price	Ext Base Price	Comment	Make/Model
Product - Curb Boxes											
	City #B3310	Repair Lid, Curb Box - Inside, Sidewalk	Base	Each	25.00	$	USD	$15.00	$375.00		TRUMBULL T-373
	City #B3311	Repair Lid, Curb Box - Outside, Regular	Base	Each	50.00	$	USD	$15.00	$750.00		TRUMBULL T-374
	City #B3313	Curb Box Top Section w/Lid	Base	Each	1.00	$	USD	$34.74	$34.74		OLYMPIC 95E TOP & LID
	City #Non-Inv	Curb Box Bottom Section 39"	Base	Each	20.00	$	USD	$41.40	$828.00		OLYMPIC 95E BOTTOM
	City #B3314-09	Curb Box Extension 9"	Base	Each	10.00	$	USD	$17.37	$173.70		OLYMPIC 95E 9" EXT
	City #B3315-16	Curb Box Extension 16"	Base	Each	10.00	$	USD	$25.77	$257.70		OLYMPIC 95E 16" EXT
	City #B3316-28	Curb Box Extension 28"	Base	Each	1.00	$	USD	$37.37	$37.37		OLYMPIC 95E 28" EXT
	City #B3319	Curb Box Complete, 95E	Base	Each	950.00	$	USD	$69.60	$66,120.00		OLYMPIC 95E
Product - Valve Boxes											
	City #B3322	Valve Box Top Section w/Lid, 930 10"	Base	Each	120.00	$	USD	$63.42	$7,610.40		OLYMPIC 10" TOP & LID
	City #B3323	Valve Box Top Section w/Lid, 930 15"	Base	Each	400.00	$	USD	$64.64	$25,856.00		OLYMPIC 15" TOP & LID
	City #B3327-36	Valve Box Bottom, 930 36"	Base	Each	180.00	$	USD	$63.25	$11,385.00		OLYMPIC 930 36" BOT

Product - Valve Boxes - Domestic											
	City #B3322-D	Valve Box Top Section w/Lid, 930 10" - Domestic	Base	Each	1.00	$	USD	$80.83	$80.83		TYLER 10" TOP & LID
	City #B3323-D	Valve Box Top Section w/Lid, 930 15" - Domestic	Base	Each	1.00	$	USD	$111.34	$111.34		TYLER 16" TOP & LID
	City #B3327-36-D	Valve Box Bottom, 930 36" - Domestic	Base	Each	1.00	$	USD	$107.22	$107.22		TYLER 36" BOT
Total Base Bid	$113,727.30										

Reference Number	Description	UOM	Quantity
			ARO
Product - Curb Boxes			
City #B3310	Repair Lid, Curb Box - Inside, Sidewalk	Each	25
City #B3311	Repair Lid, Curb Box - Outside, Regular	Each	50
City #B3313	Curb Box Top Section w/Lid	Each	1
City #Non-Inv	Curb Box Bottom Section 39"	Each	20
City #B3314-09	Curb Box Extension 9"	Each	10
City #B3315-16	Curb Box Extension 16"	Each	10
City #B3316-28	Curb Box Extension 28"	Each	1
City #B3319	Curb Box Complete, 95E	Each	950
			Subtotal Curb Boxes
Product - Valve Boxes			
City #B3322	Valve Box Top Section w/Lid, 930 10"	Each	120
City #B3323	Valve Box Top Section w/Lid, 930 15"	Each	400
City #B3327-36	Valve Box Bottom, 930 36"	Each	180
			Subtotal Valve Boxes
Product - Valve Boxes - Domestic			
City #B3322-D	Valve Box Top Section w/Lid, 930 10" - Domestic	Each	1
City #B3323-D	Valve Box Top Section w/Lid, 930 15" - Domestic	Each	1
City #B3327-36-D	Valve Box Bottom, 930 36" - Domestic	Each	1
			Subtotal Valve Boxes Domestic
Total Extended			

Valve Boxes - Annual Value Blanket

CONSOLIDATED SUPPLY	Core & Main	H D FOWLER CO
30	25	30
$375.00	$307.25	$497.25
$750.00	$996.50	$994.50
$34.74	$36.69	$31.58
$828.00	$777.80	$827.00
$173.70	$183.40	$174.90
$257.70	$280.60	$265.90
$37.37	$39.45	$37.30
$66,120.00	$65,303.00	$68,020.00
$68,576.51	$67,924.69	$70,848.43
$7,610.40	$8,811.60	$6,696.00
$25,856.00	$25,856.00	$25,720.00
$11,385.00	$11,502.00	$11,556.00
$44,851.40	$46,169.60	$43,972.00
$80.83	$87.12	$159.60
$111.34	$120.01	
$107.22	$115.56	$138.00
$299.39	$322.69	$297.60
$113,727.30	$114,416.98	$115,118.03

Ferguson Waterworks
15
$465.00
$930.00
$40.24
$894.00
$207.80
$317.90
$46.33
$79,325.00
$82,226.27
$8,768.40
$29,012.00
$13,230.00
$51,010.40
$0.00
$133,236.67

License Information:

New search Back to results

Entity name: HAJOCA CORPORATION

Business name: CONSOLIDATED SUPPLY

Entity type: Profit Corporation

UBI #: 600-504-974

Business ID: 001

Location ID: 0001

Location: Active

Location address:
3913 E FERRY AVE
SPOKANE WA 99202-4645

Mailing address:
2001 JOSHUA RD
LAFAYETTE HILL PA 19444-2431

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	T12026459BL			Active	Apr-30-2027	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
FANTHAM, RICK	
GUEYDAN, SUZANNE	
KLAU, RICHARD	
LOPOTEN, ERIC	
RUSKO, KATHLEEN	

Registered Trade Names

Registered trade names	Status	First issued

Registered trade names	Status	First issued
BASINS & SPOUTS	Active	Apr-29-2016
CONSOLIDATED SUPPLY	Active	Feb-15-2007
INLAND PIPE AND SUPPLY	Active	Dec-21-2020
INLAND SUPPLY	Active	Mar-12-2018
KEENAN SUPPLY	Active	Jan-20-1987

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 10/7/2026 11:24:02 AM

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Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/15/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/04/2026

Date Rec'd	10/7/2026
Clerk's File #	OPR 2026-0221
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HOUSING & HOMELESS SERVICES
Contact Name/Phone	PARADIS 6510
Contact E-Mail	PPOURZANJANI@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	SDIXIT ZZAPPONE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	AMENDMENT ADDING FUNDS TO OPR 2026-0221 TSA INCLEMENT WEATHER

Agenda Wording

An amendment to OPR 2026-0221 (The Salvation Army Inclement Weather 2026) to add an additional $30,000 in 1590 Heart Funds to support inclement weather bed operations through the end of the contract period ending 12/31/26.

Summary (Background)

The Salvation Army was approved as an inclement weather provider for calendar year 2026 (1/1/26-12/31/26) for a total of $250,000 via RES 2025-0110. So far in 2026, the City of Spokane has activated inclement weather beds for 105 days. The Salvation Army Inclement Weather project supports 25 beds for adults at The Way Out Center and has spent $152,750 of the $250,000 budget as of August 2026. With winter approaching, the HHS department is requesting an additional $30,000 in 1590 Heart Funds to ensure enough funding remains to cover inclement weather bed operations through the end of the contract period ending 12/31/26. The new total contract amount will be $280,000. The Inclement weather beds are activated in accordance with SMC 02.04.045, which dictates that inclement weather beds should be activated when the Wind Chill is predicted to be 32 degrees Fahrenheit or lower according to the National Weather Service or when the AQI reaches 201 or higher.

What impacts would the proposal have on historically excluded communities?

These funds will be used to support households experiencing homeless seeking safe, dry, warm shelter beds during inclement weather events in accordance with SMC 02.04.045.

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

All data will be entered into HMIS and reports will be given to Council and the community on program utilization. In addition to this, providers are required to update bed availability/inventory in ShelterMe Spokane on a daily basis for community members seeking shelter availability.

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

Subrecipients are required to log inclement weather bed utilization in HMIS which allows us to better understand the supply and demand relationship for shelter beds in our community during inclement weather events as well as how funds may be shifted to support more beds for specific sub populations.

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

These projects align with SMC 02.04.045 as well as the CoC's Five-Year Strategic Plan to End Homelessness.

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 30,000.00
Current Year Cost	$ 280,000.00
Subsequent Year(s) Cost	$

Narrative

The Salvation Army's current budget amount for inclement weather beds is $250,000. With this amendment adding an additional $30,000, the new total contract amount will be $280,000.

Amount		Budget Account
Expense	$ 30,000.00	# 1595-53126-51010-54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Taxes

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

1590 HEART Funds, $1 million has been allotted to HHS for inclement weather services for calendar year 2026. These are 1590 HEART Funds that support this project through 12/31/26.

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	ANDERSON, ARIELLE M.		
Division Director	KINDER, DAWN		
Accounting Manager	DUFFEY, ANDREW		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	chhsaccounting@spokanecity.org
chhscontracts@spokanecity.org	dnorman@spokanecity.org
ppourzanjani@spokanecity.org	

CITY CLERKS NUMBER OPR 2026-0221
AMENDMENT A

1. SUBRECIPIENT THE SALVATION ARMY 222 E INDIANA AVE SPOKANE, WA 99207			**2. SUBRECIPIENT DOING BUSINESS AS** N/A	
3. SUBRECIPIENT PROGRAM REPRESENTATIVE ANDREA REEDY 222 E INDIANA AVE SPOKANE, WA 99207 (509) 435-4988 ANDREA.REEDY@USW.SALVATIONARMY.ORG			**4. CITY PROGRAM REPRESENTATIVE** PARADIS POURZANJANI 808 W SPOKANE FALLS BLVD SPOKANE, WA 99202 (509) 625-6510 PPOURZANJANI@SPOKANECITY.ORG	
5. SUBRECIPIENT SIGNATORY COLONEL KELLY PONTSLER 111 QUEEN ANNE AV N, SUITE #300 SEATTLE, WA 98109 (206)217-1200 KELLY.PONTSLER@USW.SALVATIONARMY.ORG			**6. CITY SIGNATORY** ALEXANDER SCOTT 808 W SPOKANE FALLS BLVD SPOKANE, WA 99202 (509) 625-6774 ASCOTT@SPOKANECITY.ORG	
7. AGREEMENT AMOUNT $280,000.00 **8. AMENDMENT AMOUNT** N/A	**9. FUNDING SOURCE** ☐ FEDERAL ☐ STATE ☒ LOCAL/OTHER ☐ N/A		**10. START DATE** 01/01/26	**11. END DATE** 12/31/26
12. LOCAL AGENCY CITY OF SPOKANE			**13. LOCAL PROGRAM** HEART (1590) FUNDS	
14. LOCAL AWARD NUMBER N/A	**15. LOCAL FUNDS** $280,000.00		**16. LOCAL AWARD** N/A	**17. LOCAL AWARD DATE** 12/01/25
18. ALN # N/A	**19. RESEARCH & DEVELOPMENT?** ☐YES ☐NO ☒N/A		**20. INDIRECT COST RATE** N/A	
21. EIN # 94-1156347	**22. UEI #** LEADQQFNL8M8	**23. UBI #** 048-002-487	**24. FMS VENDOR #** 000768	**25. PROJECT ID #** NBLY: 44607
26. AGREEMENT PURPOSE ADDITIONAL 1590 FUNDS FOR SALVATION ARMY INCLEMENT WEATHER (2026) EMERGENCY SHELTER NIGHT BY NIGHT AGREEMENT				
The following other documents are incorporated by reference: • CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION				

CITY OF SPOKANE

AGREEMENT AMENDMENT A

Title: INCLEMENT WEATHER BEDS (THE WAY OUT CENTER)

THIS AGREEMENT AMENDMENT ("AMENDMENT") is between the **CITY OF SPOKANE** as ("CITY"), a Washington municipal corporation, and **THE SALVATION ARMY** whose address is 222 E INDIANA AVE, SPOKANE, WA 99207 as ("SUBRECIPIENT"). Individually hereafter referenced as a "PARTY", and together as the "PARTIES".

WHEREAS, the SUBRECIPIENT has identified a need for additional resources to sustain Inclement Weather Shelter operations through December 31, 2026, and the CITY therefore seeks to allocate additional HEART (1590) funds to the existing Inclement Weather agreement to ensure the continued delivery of services through the end of the AGREEMENT term; and

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

1. **AGREEMENT DOCUMENTS.**
   The original AGREEMENT, 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 AGREEMENT AMENDMENT shall become effective on January 1, 2026.

3. **AMENDMENT – SECTION 2.1. COMPENSATION & BUDGET**
   The total amount CITY shall pay SUBRECIPIENT is increased by **THIRTY THOUSAND AND NO/100 DOLLARS ($30,000.00)** which equates to a new total AGREEMENT amount not to exceed **TWO HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS ($280,000.00)** for everything furnished and done under the original AGREEMENT and this AMENDMENT. This is the maximum amount to be paid under this AMENDMENT and original AGREEMENT and shall not be exceeded without the prior written authorization of the CITY, memorialized with the same formality as the original AGREEMENT and this AMENDMENT document.

   The budget chart set forth below supersedes and replaces all prior budget charts and shall be the only controlling budget for all purposes moving forward.

BUDGET	
COST PER BED PER NIGHT	$75.00
TOTAL OPERATIONS	$280,000.00

DRAFT

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

SUBRECIPIENT

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 a part of this Agreement:

- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

DRAFT

ATTACHMENT A: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

   a. 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.
   b. 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.

THE SALVATION ARMY Name of Subrecipient / Contractor / Consultant (Type or Print)	HEART (1590) Program Title (Type or Print)
Name of Certifying Official (Type or Print) Title of Certifying Official (Type or Print)	Signature Date (Type or Print)

DRAFT

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/02/2026

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

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

PRODUCER Willis Towers Watson Insurance Services West, Inc. 4031 Aspen Grove Drive, 4th Floor, Suite 450 Franklin, TN 37067 USA	**CONTACT NAME:** WTW Certificate Center **PHONE (A/C, No, Ext):** 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378 **E-MAIL ADDRESS:** certificates@wtwco.com
INSURED The Salvation Army - Division 9 30840 Hawthorne Blvd., Bldg D Rancho Palos Verdes, CA 90275	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Greenwich Insurance Company — 22322 INSURER B : Lexington Insurance Company — 19437 INSURER C : Homeland Insurance Company of New York — 34452 INSURER D : XL Insurance America Inc — 24554 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W48919946 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

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] Self Insured Retention: [X] $1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			RGE300179803	10/01/2026	10/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ $ 2,000,000 $ 6,000,000 $ 6,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			RAD500021916	10/01/2026	10/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Healthcare Professional Liab.			6791603	12/01/2025	12/01/2026	Limit:	See Below

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

Division #09-105

Re: Salvation Army The Way Out Center

SEE ATTACHED

CERTIFICATE HOLDER

City of Spokane CHHS Dept.
808 W. Spokane Falls Blvd. #650
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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SR ID: 30764556 BATCH: 4632804

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Insurance Services West, Inc.		The Salvation Army - Division 9 30840 Hawthorne Blvd., Bldg D Rancho Palos Verdes, CA 90275
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Healthcare Professional Liability (Primary) - Claims Made
Carrier: Lexington In Co Policy No. 6791603
Term: 12/01/2025 to 12/01/2026
Aggregate Limit: $6,000,000
Each Medical Incident:- $1,000,000
Self-Insured Retention: $100,000 Each medical incident

Excess Healthcare Professional Liability - Claims Made
Carrier: Lexington Ins Co Policy No. 6798274
Term: 12/01/2025 to 12/01/2026
Aggregate Limit: $4,000,000
Each Medical Incident: $4,000,000
Policy Aggregate Limit: $4,000,000

Where required by written contract the City of Spokane is named as an Additional Insured as respects the operations of the Named Insured indicated herein.

INSURER AFFORDING COVERAGE: Homeland Insurance Company of New York NAIC#: 34452
POLICY NUMBER: 720004028-0000 EFF DATE: 06/30/2026 EXP DATE: 06/30/2027

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Cyber Liability	Each Claim/Policy Agg	$5,000,000
□□□□□□□□□□□□□□□□	Retention	$150,000

INSURER AFFORDING COVERAGE: XL Insurance America Inc NAIC#: 24554
POLICY NUMBER: US00064229LI26A EFF DATE: 10/01/2026 EXP DATE: 10/01/2027

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Umbrella Incl. - Abuse or Molestation	A/M Each Claim / Agg	$10,000,000
Retention-Abuse/Molestation	Per Claimant	$5,000,000
A/M Claims-Made and Reported		

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Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: THE SALVATION ARMY

Business name: SPOKANE WAY OUT CENTER

Entity type: Nonprofit Corporation

UBI #: 048-002-487

Business ID: 001

Location ID: 0062

Location: Active

Location address:
55 W MISSION AVE
SPOKANE WA 99201-2333

Mailing address:
55 W MISSION AVE
SPOKANE WA 99201-2333

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 Nonprofit Business				Active	Jul-31-2027	Feb-17-2023

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BETTS, JAMES	President
BETTS, SUE-ELLEN	Director
CHARLES, FOWLER	Director
FOWLER, SHARI	Director
HEATWOLE, MERLE	Chairman of the Board
HUGHES, TERRY	

Owners and officers	Title
PONTSLER, KELLY	
PONTSLER, KELLY	Treasurer
WILD, IVAN	Vice President

Page 1 of 3

Registered Trade Names

Filter

Registered trade names	Status	First issued
ANACORTES	Active	Feb-17-2023
CENTRALIA SHELTER	Active	Mar-04-2026
CHARIS PLACE	Active	Mar-01-2023
DC-WAREHOUSE	Active	Dec-14-2022
GRAY HARBOR -ABERDEEN	Active	Dec-22-2022
JEFFERSON DAY/NIGHT CENTER	Active	Aug-17-2026
KENT SERVICE	Active	Feb-23-2023

Registered trade names	Status	First issued
MOSES LAKE CORPS	Active	Mar-02-2023
NW DHQ	Active	Sep-18-2026
OLYMPIA EMERGENCY SHELTER	Active	Feb-21-2023
OLYMPIA SOCIAL SERVICES	Active	Feb-17-2023
PORT ANGELES SOCIAL SERVICE	Active	Feb-23-2023
REDMOND HEALTH T HOUSING	Active	Aug-30-2024
RENTON FOOD BANK	Active	Feb-21-2023
SALVATION ARMY CENTRALIA WAREHOUSE	Active	Mar-25-2026

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 9/28/2026 4:25:42 PM

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STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

September 28, 2026

WA UBI No.	048 002 487
L&I Account ID	163,769-09
Legal Business Name	SALVATION ARMY THE
Doing Business As	SALVATION ARMY THE-SPOKANE
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 2 of Year 2026 "51 to 75 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	No

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. **Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See RCW 51.12.050 and 51.16.190).

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/15/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/04/2026

Date Rec'd	10/7/2026		
Clerk's File #	OPR 2026-0155		
Cross Ref #			
Project #			
Submitting Dept	HOUSING & HOMELESS SERVICES	**Bid #**	
Contact Name/Phone	PARADIS 6510	**Requisition #**	29019
Contact E-Mail	PPOURZANJANI@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	SDIXIT ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	AMENDMENT ADDING FUNDS TO OPR 2026-0155 CCEW INCLEMENT		

Agenda Wording

An amendment to OPR 2026-0155 (Catholic Charities Inclement Weather 2026) to add an additional $40,000 in 1590 Heart Funds to support inclement weather bed operations through the end of the contract period ending 12/31/26.

Summary (Background)

Catholic Charities was approved as an inclement weather provider for calendar year 2026 (1/1/26-12/31/26) for a total of $400,000 via RES 2025-0110. So far in 2026, the City of Spokane has activated inclement weather beds for 105 days. Catholic Charities Inclement Weather project supports 35 beds for men at the House of Charity Shelter and 14 beds for families with children at St. Margaret's Shelter. As of August 2026, the project has spent $261,220 of the $400,000 budget. With winter approaching, the HHS department is requesting an additional $40,000 in 1590 Heart Funds to ensure enough funding remains to cover inclement weather bed operations through the end of the contract period ending 12/31/26. The new total contract amount will be $440,000. The Inclement weather beds are activated in accordance with SMC 02.04.045, which dictates that inclement weather beds should be activated when the Wind Chill is predicted to be 32 degrees Fahrenheit or lower according to the National Weather Service or when the AQI reaches 201 or higher.

What impacts would the proposal have on historically excluded communities?

These funds will be used to support households experiencing homeless seeking safe, dry, warm shelter beds during inclement weather events in accordance with SMC 02.04.045.

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

All data will be entered into HMIS and reports will be given to Council and the community on program utilization. In addition to this, providers are required to update bed availability/inventory in ShelterMe Spokane on a daily basis for community members seeking shelter availability.

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

Subrecipients are required to log inclement weather bed utilization in HMIS which allows us to better understand the supply and demand relationship for shelter beds in our community during inclement weather events as well as how funds may be shifted to support more beds for specific sub populations.

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

These projects align with SMC 02.04.045 as well as the CoC's Five-Year Strategic Plan to End Homelessness.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 40,000.00
Current Year Cost	$ 40,000.00
Subsequent Year(s) Cost	$

Narrative

Catholic Charities' current budget amount for inclement weather beds is $400,000. With this amendment adding an additional $40,000, the new total contract amount will be $440,000.

Amount		Budget Account
Expense	$ 40,000.00	# 1595-53126-51010-54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Taxes

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

$1 million has been allotted to HHS for inclement weather services for calendar year 2026. These are 1590 HEART Funds that support this project through 12/31/26. 1590 HEART Funds.

Expense Occurrence	One-Time

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

N/A. This is a reimbursement-based contract with no revenue-generating component and no match requirement.

Approvals		Additional Approvals	
Dept Head	ANDERSON, ARIELLE M.	PURCHASING	NECHANICKY, JASON
Division Director	KINDER, DAWN		
Accounting Manager	DUFFEY, ANDREW		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	chhsaccounting@spokanecity.org
chhscontracts@spokanecity.org	dnorman@spokanecity.org
ppourzanjani@spokanecity.org	kcederquist@spokanecity.org

CITY CLERKS NUMBER OPR 2026-0155
AMENDMENT B

1. SUBRECIPIENT CATHOLIC CHARITIES OF SPOKANE 12 E 5TH AVE SPOKANE, WA 99202		**2. SUBRECIPIENT DOING BUSINESS AS** CATHOLIC CHARITIES OF EASTERN WASHINGTON 12 E 5TH AVE SPOKANE, WA 99202	
3. SUBRECIPIENT PROGRAM REPRESENTATIVE OKSANA ZAKHARCHENKO 12 E 5TH AVE SPOKANE, WA 99202 (509)455-3031 OKSANA.ZAKHARCHENKO@CCEASTERNWA.ORG		**4. CITY PROGRAM REPRESENTATIVE** PARADIS POURZANJANI 808 W SPOKANE FALLS BLVD SPOKANE, WA 99202 (509) 625-6510 PPOURZANJANI@SPOKANECITY.ORG	
5. SUBRECIPIENT SIGNATORY SHARON STADELMAN 12 E 5TH AVE SPOKANE, WA 99202 (509) 358-4250 X4269 SHARON.STADELMAN@CCEASTERNWA.ORG		**6. CITY SIGNATORY** ALEXANDER SCOTT 808 W SPOKANE FALLS BLVD SPOKANE, WA 99202 (509) 625-6774 ASCOTT@SPOKANECITY.ORG	
7. AGREEMENT AMOUNT $440,000.00 **8. AMENDMENT AMOUNT** $40,000.00	**9. FUNDING SOURCE** ☐ FEDERAL ☐ STATE ☒ LOCAL/OTHER ☐ N/A	**10. START DATE** 01/01/26	**11. END DATE** 12/31/26
12a. LOCAL AGENCY CITY OF SPOKANE		**13a. LOCAL PROGRAM** HEART (1590) FUNDS	
14a. LOCAL AWARD NUMBER N/A	**15a. LOCAL FUNDS** $281,900.50	**16a. TOTAL LOCAL AWARD** N/A	**17a. LOCAL AWARD DATE** N/A
12b. STATE AGENCY WASHINGTON STATE DEPARTMENT OF COMMERCE		**13b. STATE PROGRAM** DOCUMENT RECORDING FEE FUNDS	
14b. STATE AWARD NUMBER 26-46108-30	**15b. STATE FUNDS** $158,099.50	**16b. TOTAL STATE AWARD** $4,652,981.00	**17b. STATE AWARD DATE** 07/01/25

18. ALN # N/A	**19. RESEARCH & DEVELOPMENT?** ☐YES ☐NO ☒N/A	**20. INDIRECT COST RATE** N/A

21. EIN #	**22. UEI #**	**23. UBI #**	**24. FMS VENDOR #**	**25. PROJECT ID #**
91-0569880	KLV5D7M8LF44	601-155-740	012876	NBLY: 44608

26. AGREEMENT PURPOSE

ADDITIONAL 1590 FUNDS FOR INCLEMENT WEATHER SHELTERS PROJECT

The following other documents are incorporated by reference:

- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

CITY OF SPOKANE

AGREEMENT AMENDMENT B

Title: INCLEMENT WEATHER BEDS (ST MARGARET'S SHELTER & HOUSE OF CHARITY)

THIS AGREEMENT AMENDMENT ("AMENDMENT") is between the **CITY OF SPOKANE** as ("CITY"), a Washington municipal corporation, and **CATHOLIC CHARITIES OF SPOKANE** whose address is 12 E 5TH AVE, SPOKANE, WA 99202 as ("SUBRECIPIENT"). Individually hereafter referenced as a "PARTY", and together as the "PARTIES".

WHEREAS, the SUBRECIPIENT has identified a need for additional resources to sustain Inclement Weather Shelter operations through December 31, 2026, and the CITY therefore seeks to allocate additional HEART (1590) funds to the existing Inclement Weather agreement to ensure the continued delivery of services through the end of the AGREEMENT term; and

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

1. **AGREEMENT DOCUMENTS.**
   The original AGREEMENT, 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 AGREEMENT AMENDMENT shall become effective on January 1, 2026.

3. **AMENDMENT – SECTION 2.1. COMPENSATION & BUDGET**
   The total amount CITY shall pay SUBRECIPIENT is increased by **FORTY THOUSAND AND NO/100 DOLLARS ($40,000.00)** which equates to a new total AGREEMENT amount not to exceed **FOUR HUNDRED FORTY THOUSAND AND NO/100 DOLLARS ($440,000.00)** for everything furnished and done under the original AGREEMENT and this AMENDMENT. This is the maximum amount to be paid under this AMENDMENT and original AGREEMENT and shall not be exceeded without the prior written authorization of the CITY, memorialized with the same formality as the original AGREEMENT and this AMENDMENT document.

   House of Charity - $69 per bed per night x 35 beds per night = $2,415.00 per night
   To be billed regardless of utilization

   St. Margaret's Shelter - $55 per bed night x 14 beds per night = $770 per night
   To be billed based on occupancy

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

SUBRECIPIENT

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 a part of this Agreement:

- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

ATTACHMENT A: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

   a. 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.
   b. 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.

CATHOLIC CHARITIES Name of Subrecipient / Contractor / Consultant (Type or Print)	HEART (1590) Program Title (Type or Print)
Name of Certifying Official (Type or Print) Title of Certifying Official (Type or Print)	Signature Date (Type or Print)

CATHCHA-02 DPIKE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/3/2026

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

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

PRODUCER Alliant Insurance Services, Inc. 818 W Riverside Ave Ste 800 Spokane, WA 99201	CONTACT NAME: PHONE (A/C, No, Ext): (509) 325-3024 FAX (A/C, No): (509) 325-1803 E-MAIL ADDRESS: deedee.pike@alliant.com
INSURED Catholic Charities of Spokane dba Catholic Charities Eastern Washington PO Box 2253 Spokane, WA 99210-2253	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Philadelphia Indemnity Insurance Company 18058 INSURER B : Tokio Marine Specialty Insurance Company 23850 INSURER C : Houston Casualty Company 42374 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 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER: Deductible $25,000	X		PHPK2721376-001	6/1/2026	6/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			PHPK2721376-001	6/1/2026	6/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PUB939185-001	6/1/2026	6/1/2027	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
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		PHPK2721376-001	6/1/2026	6/1/2027	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Cyber Liability			H25NGP230289-05	8/17/2025	8/17/2026	Aggregate Limit	2,000,000

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

RE: HHOS and other Homeless Services - inclement Weather Contract OPR 2026-0155)

Also included In Philadelphia coverages: EMPLOYEE DISHONESTY $1,000,000 Limit ($5,000 Deductible), PROFESSIONAL LIABILITY $1,000,000 per Claim/$3,000,000 Aggregate, ABUSIVE CONDUCT LIABILITY $1,000,000 per Claim/Aggregate. The Umbrella includes an additional $2,000,000/$2,000,000 for Abusive Conduct Liability.

If required by written contract, City of Spokane is an Additional Insured per General Liability form PI-GLD-HS (10/11) attached.

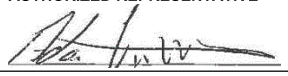
CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: CATHOLIC CHARITIES OF SPOKANE

Business name: CATHOLIC CHARITIES OF SPOKANE

Entity type: Nonprofit Corporation

UBI #: 601-155-740

Business ID: 001

Location ID: 0072

Location: Active

Location address:
12 E 5TH AVE
SPOKANE WA 99202-1309

Mailing address:
PO BOX 2253
SPOKANE WA 99210-2253

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
Minor Work Permit				Active	May-31-2027	Aug-22-2014
Spokane Nonprofit Business				Active	May-31-2027	May-12-2014

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ARGUINCHONA, KARLENE	Director
BLACK, MARY HELEN	Chairman of the Board
MCCANN, ROBERT	President
OSENGA, DAVID	CFO
PATTERSON, STEPHEN	Director

Registered Trade Names

Filter

Registered trade names	Status	First issued
CATALYST	Active	Apr-03-2023
CATHOLIC CHARITIES EASTERN WASHINGTON	Active	Dec-28-2017
CATHOLIC CHARITIES OF SPOKANE	Active	Dec-28-2017
CATHOLIC FAMILY SERVICES	Active	Dec-11-2008
COMMUNITY BEHAVIORAL HEALTH SERVICES	Active	Apr-12-2022
FOOD FOR ALL	Active	Jun-27-2018
GOSH - SUPPORTIVE HOUSING	Active	Apr-22-2026
HOUSE OF CHARITY	Active	Apr-05-2023
HOUSING SOCIAL SERVICES	Active	Dec-11-2008
LOFT YOUTH SHELTER	Active	May-12-2022
RISING STRONG	Active	Apr-13-2017

Registered trade names	Status	First issued
ST ANNE'S CHILDREN AND FAMILY CENTER	Active	Aug-04-2014
ST. MARGARET'S SHELTER	Active	Dec-11-2008
THE SPARK	Active	Oct-28-2024
WALLA WALLA REGIONAL OFFICE	Active	May-12-2022

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 9/28/2026 4:29:16 PM

Contact us

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Check if your browser is supported

STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

September 29, 2026

WA UBI No.	601 155 740
L&I Account ID	312,584-81
Legal Business Name	CATHOLIC CHARITIES OF SPOKANE
Doing Business As	CATHOLIC CHARITIES OF SPOKANE
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 2 of Year 2026 "Greater than 100 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	No

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. **Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See RCW 51.12.050 and 51.16.190).

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 10/15/2026 **Committee Agenda type:** Reports, Contracts & Claims		**Date Rec'd**	10/7/2026
		Clerk's File #	OPR 2026-0154
		Cross Ref #	
Council Meeting Date: 11/04/2026		**Project #**	
Submitting Dept	HOUSING & HOMELESS SERVICES	**Bid #**	
Contact Name/Phone	PARADIS 6510	**Requisition #**	
Contact E-Mail	PPOURZANJANI@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	SDIXIT ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	AMENDMENT ADDING FUNDS TO OPR 2026-0154 JHH INCLEMENT WEATHER		

Agenda Wording

An amendment to OPR 2026-0154 (Jewels Helping Hands Inclement Weather 2026) to add an additional $50,000 in 1590 Heart Funds to support inclement weather bed operations through the end of the contract period ending 12/31/26.

Summary (Background)

Jewels Helping Hands was approved as an inclement weather provider for calendar year 2026 (1/1/26-12/31/26) for a total of $150,000 via RES 2026-0001. So far in 2026, the City of Spokane has activated inclement weather beds for 105 days. Jewels Helping Hands Inclement Weather project supports 15 beds for women and has spent $118,125 of the $150,000 budget as of August 2026. With winter approaching, the HHS department is requesting an additional $50,000 in 1590 Heart Funds to ensure enough funding remains to cover inclement weather bed operations through the end of the contract period ending 12/31/26. The new total contract amount will be $200,000. The Inclement weather beds are activated in accordance with SMC 02.04.045, which dictates that inclement weather beds should be activated when the Wind Chill is predicted to be 32 degrees Fahrenheit or lower according to the National Weather Service or when the AQI reaches 201 or higher.

What impacts would the proposal have on historically excluded communities?

These funds will be used to support households experiencing homeless seeking safe, dry, warm shelter beds during inclement weather events in accordance with SMC 02.04.045.

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

All data will be entered into HMIS and reports will be given to Council and the community on program utilization. In addition to this, providers are required to update bed availability/inventory in ShelterMe Spokane on a daily basis for community members seeking shelter availability.

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

Subrecipients are required to log inclement weather bed utilization in HMIS which allows us to better understand the supply and demand relationship for shelter beds in our community during inclement weather events as well as how funds may be shifted to support more beds for specific sub populations.

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

These projects align with SMC 02.04.045 as well as the CoC's Five-Year Strategic Plan to End Homelessness.

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 50,000.00
Current Year Cost	$ 200,000.00
Subsequent Year(s) Cost	$

Narrative

Jewels Helping Hands' current budget amount for inclement weather beds is $150,000. With this amendment adding an additional $50,000, the new total contract amount will be $200,000.

Amount		Budget Account
Expense	$ 50,000.00	# 1595-53126-51010-54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Taxes

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

$1 million has been allotted to HHS for inclement weather services for calendar year 2026. These are 1590 HEART Funds that support this project through 12/31/26. 1590 HEART Funds.

Expense Occurrence	One-Time

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

N/A. This is a reimbursement-based contract with no revenue-generating component and no match requirement.

Approvals		Additional Approvals	
Dept Head	ANDERSON, ARIELLE M.		
Division Director	KINDER, DAWN		
Accounting Manager	DUFFEY, ANDREW		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	chhscontracts@spokanecity.org
chhsaccounting@spokanecity.org	ppourzanjani@spokanecity.org
kcederquist@spokanecity.org	dnorman@spokanecity.org

CITY CLERKS NUMBER OPR 2026-0154
AMENDMENT A

1. SUBRECIPIENT JEWELS HELPING HANDS 5128 N JEFFERSON ST SPOKANE, WA 99205		**2. SUBRECIPIENT DOING BUSINESS AS** N/A	
3. SUBRECIPIENT PROGRAM REPRESENTATIVE JULIE GARCIA 5128 N JEFFERSON ST SPOKANE, WA 99205 (509) 265-5502 JEWELSHELPINGHANDSSPOKANE@GMAIL.COM		**4. CITY PROGRAM REPRESENTATIVE** PARADIS POURZANJANI 808 W SPOKANE FALLS BLVD SPOKANE, WA 99202 (509) 625-6510 PPOURZANJANI@SPOKANECITY.ORG	
5. SUBRECIPIENT SIGNATORY JASON GREEN 5128 N JEFFERSON ST SPOKANE, WA 99205 (509) 701-8973 JASON.GREEN.WA@GMAIL.COM		**6. CITY SIGNATORY** ALEXANDER SCOTT 808 W SPOKANE FALLS BLVD SPOKANE, WA 99202 (509) 625-6774 ASCOTT@SPOKANECITY.ORG	
7. CONTRACT AMOUNT $200,000.00 **8. AMENDMENT AMOUNT** $50,000.00	**9. FUNDING SOURCE** ☐ FEDERAL ☐ STATE ☒ LOCAL/OTHER ☐ N/A	**10. START DATE** 01/01/26	**11. END DATE** 12/31/26
12. LOCAL AGENCY CITY OF SPOKANE		**13. LOCAL PROGRAM** 1590 FUNDS	
14. LOCAL AWARD NUMBER N/A	**15. LOCAL FUNDS** $200,000.00	**14. LOCAL AWARD NUMBER** N/A	**17. LOCAL AWARD DATE** 12/01/25

18. ALN # N/A	**19. RESEARCH & DEVELOPMENT?** ☐YES ☐NO ☒N/A	**20. INDIRECT COST RATE** N/A

21. EIN #	**22. UEI #**	**23. UBI #**	**24. FMS VENDOR #**	**25. PROJECT ID #**
84-2198820	T55UM126WD94	604-475-550	049096	NBLY: 44607

26. CONTRACT PURPOSE

ADDITIONAL 1590 FUNDS GOT JEWEL'S HELPING HANDS INCLEMENT WEATHER (2026) EMERGENCY SHELTER NIGHT BY NIGHT AGREEMENT

The following other documents are incorporated by reference:

- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

CITY OF SPOKANE

AGREEMENT AMENDMENT A

Title: INCLEMENT WEATHER BEDS (MORNING STAR)

THIS AGREEMENT AMENDMENT ("AMENDMENT") is between the **CITY OF SPOKANE** as ("CITY"), a Washington municipal corporation, and **JEWELS HELPING HANDS** whose address is 5128 N JEFFERSON ST, SPOKANE, WA 99205 as ("SUBRECIPIENT"). Individually hereafter referenced as a "PARTY", and together as the "PARTIES".

WHEREAS, the SUBRECIPIENT has identified a need for additional resources to sustain Inclement Weather Shelter operations through December 31, 2026, and the CITY therefore seeks to allocate additional HEART (1590) funds to the existing Inclement Weather agreement to ensure the continued delivery of services through the end of the AGREEMENT term; and

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

1. **AGREEMENT DOCUMENTS.**
   The original AGREEMENT, 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 AGREEMENT AMENDMENT shall become effective on January 1, 2026.

3. **AMENDMENT – SECTION 2.1. COMPENSATION & BUDGET**
   The total amount CITY shall pay SUBRECIPIENT is increased by **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00)** which equates to a new total AGREEMENT amount not to exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS ($200,000.00)** for everything furnished and done under the original AGREEMENT and this AMENDMENT. This is the maximum amount to be paid under this AMENDMENT and original AGREEMENT and shall not be exceeded without the prior written authorization of the CITY, memorialized with the same formality as the original AGREEMENT and this AMENDMENT document.

   The budget chart set forth below supersedes and replaces all prior budget charts and shall be the only controlling budget for all purposes moving forward.

BUDGET	
COST PER NIGHT	$1,125.00
TOTAL OPERATIONS	$200,000.00

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

SUBRECIPIENT

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 a part of this Agreement:

- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

ATTACHMENT A: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

   a. 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.
   b. 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.

JEWELS HELPING HANDS Name of Subrecipient / Contractor / Consultant (Type or Print)	HEART (1590) Program Title (Type or Print)
Name of Certifying Official (Type or Print) Title of Certifying Official (Type or Print)	Signature Date (Type or Print)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/10/2026

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

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

PRODUCER	CONTACT NAME: Church Mutual Insurance Company, S.I.	
Church Mutual Insurance Company, S.I. 3000 Schuster Lane P.O. Box 357 Merrill WI 54452	PHONE (A/C, No, Ext): 1-800-554-2642	FAX (A/C, No): 855-264-2329
	E-MAIL ADDRESS: customerservice@churchmutual.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED JEWELS HELPING HANDS 527 S Cannon St Spokane WA 99201-5616	INSURER A : Church Mutual Insurance Company, S.I.	18767
	INSURER B :	
	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 ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		0452568 25-998866	05/01/2026	05/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			0452568 85-000647	05/01/2026	05/01/2027	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Counseling Services NPHS Professional Liability			0452568 25-998866	05/01/2026	05/01/2027	Each Occurrence Aggregate	$1,000,000 $2,000,000

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

Abuse/Molestation: $1M/occurrence & $2M/aggregate
Cyber Liability and Data Breach Response Services: $1M/occurrence & $2M/aggregate
Property Damage Legal Liability for Assessed Building Value: $373,000
Business Income and Extra Expense to cover replacement of minimum one year of rent: $10,000
City of Spokane is included as Additional Insured, building owner with loss payable to City of Spokane
City of Spokane, its officers, employees, contractors, and agents are named as Additional Insured under CG 20 26 for General Liability

CERTIFICATE HOLDER

City of Spokane
Attn: City Administrator
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 Rushing

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/24/2026

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

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PRODUCER	CONTACT NAME: Church Mutual Insurance Company, S.I.	
Church Mutual Insurance Company, S.I. 3000 Schuster Lane P.O. Box 357 Merrill WI 54452	PHONE (A/C, No, Ext): 1-800-554-2642	FAX (A/C, No): 855-264-2329
	E-MAIL ADDRESS: customerservice@churchmutual.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Church Mutual Insurance Company, S.I.	18767
INSURED JEWELS HELPING HANDS 527 S CANNON ST SPOKANE WA 99201-5616	INSURER B :	
	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	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG OTHER:	$ $ $ $ $ $ $
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		0452568 09-985605	02/28/2026	02/28/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) OTHER:	$ 1,000,000 $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE OTHER:	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Additional Insured: City of Spokane

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 G Rushing

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STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

August 6, 2026

WA UBI No.	604 475 550
L&I Account ID	699,086-00
Legal Business Name	JEWELS HELPING HANDS
Doing Business As	JEWELS HELPING HANDS
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 2 of Year 2026 "21 to 30 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	No

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. **Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See RCW 51.12.050 and 51.16.190).

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: JEWELS HELPING HANDS

Business name: JEWELS HELPING HANDS

Entity type: Nonprofit Corporation

UBI #: 604-475-550

Business ID: 001

Location ID: 0001

Location: Active

Location address: 5128 N JEFFERSON ST
SPOKANE WA 99205-5312

Mailing address: 5128 N JEFFERSON ST
SPOKANE WA 99205-5312

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 Nonprofit Business				Active	Jun-30-2027	Jul-29-2019

Owners and officers on file with the Department of Revenue

Owners and officers	Title
GARCIA, JULIE	President
GREEN, JASON	Treasurer

Registered Trade Names

Registered trade names	Status	First issued
JEWELS HELPING HANDS	Active	Jul-29-2019

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 9/28/2026 4:21:26 PM

Contact us

How are we doing?
Take our survey!

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

STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

August 6, 2026

WA UBI No.	604 475 550
L&I Account ID	699,086-00
Legal Business Name	JEWELS HELPING HANDS
Doing Business As	JEWELS HELPING HANDS
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 2 of Year 2026 "21 to 30 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
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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: Urban Experience **Date:** 10/15/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/04/2026

Date Rec'd	10/7/2026
Clerk's File #	OPR 2026-0872
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HOUSING & HOMELESS SERVICES
Contact Name/Phone	KERI 6577
Contact E-Mail	KCEDERQUIST@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	SDIXIT ZZAPPONE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** NO
Agenda Item Name	AUTHORIZATION OF EMERGENCY CONTRACT W/ JEWELS HELPING HANDS

Agenda Wording

Authorization of emergency contract with Jewels Helping Hands, the current Housing Navigation Center operator, to be reimbursed for $52,392.73 in costs associated with the additional operating hours at the Housing Navigation Center to assist individuals affected by the Spokane Complex Fires.

Summary (Background)

Jewels Helping Hands serves as the current operator of the Housing Navigation Center under OPR 2025-0785. At the direction of the City, Jewels Helping Hands was asked to extend the Housing Navigation Center operating hours to 24 hours/7 days a week for the month of August 2026 to assist individuals affected by the Spokane Complex Fires. This contract is to authorize Jewels Helping Hands to be reimbursed a total of $52,392.73 in additional operating costs related to the Spokane Complex Fires. These costs include providing meals to clients of the Navigation Center, purchasing shelter bedding and supplies, clothing, toiletries, payroll costs for additional staff time, additional utility costs as a result of keeping the Navigation Center open 24 hours, and transportation costs. This contract is exempt from competitive solicitation via EO 2026-0004 and EO 2026-0005 and an emergency non-competitive procurement justification form was completed and approved by leadership and the purchasing department. This expense will be funded using miscellaneous grant funds, which may be made up of a combination of state, local, and federal dollars.

What impacts would the proposal have on historically excluded communities?

This contract supports individuals displaced by the Spokane Complex Fires accessing resources at the Housing Navigation Center. The Housing Navigation Center reduces housing and service disparities for people disproportionately impacted by homelessness – particularly BIPOC, disabled, and other historically excluded residents – by directly connecting individuals to emergency housing, Coordinated Entry access, documentation gathering, and connection to basic health care, food and income benefits, employment opportunities, transportation, and providers that deliver culturally responsive, trauma-informed care.?

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

All data for clients accessing resources at the Housing Navigation Center is entered into HMIS and quarterly reports will be given by HMIS to Council on program outcomes.

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

While this contract is for one-time costs in response to the Spokane Complex Fires, the Housing Navigation Center project follows the Spokane Regional Five-Year Plan to Prevent and End Homelessness, including performance measures as defined in the Five-Year Performance Management Plan.?

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

This proposal is an emergency procurement authorized under the fire-related emergency declaration to meet an immediate, time-limited need. It aligns with the City's emergency declaration authority and general obligation to protect the health and safety of affected residents.

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 52,392.73
Current Year Cost	$ 52,392.73
Subsequent Year(s) Cost	$

Narrative

$52,392.73 is the total amount of actual costs incurred by Jewels Helping Hands to operate the Housing Navigation Center with extended hours for the month of August in response to the Spokane Complex Fires. This expense may be funded with a combination of

Amount		Budget Account
Expense	$ 52,392.73	# 1330-94005-65410-54201-54923
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

Miscellaneous Grant Funds (Comb of State, Local, &/or Federal Funds). This is a one-time expense for costs related to the Spokane Complex Fires. This contract will be funded using the City's Miscellaneous Grants, which may be a combination of state, local, and federal funds.

Expense Occurrence	One-Time

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

N/A. This is a reimbursement-based contract with no revenue-generating component and no match requirement.

Approvals		Additional Approvals	
Dept Head	ANDERSON, ARIELLE M.	ACCOUNTING -	BROWN, SKYLER
Division Director	KINDER, DAWN		
Accounting Manager	BROWN, SKYLER		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	chhscontracts@spokanecity.org
chhsaccounting@spokanecity.org	ppourzanjani@spokanecity.org
kcederquist@spokanecity.org	dnorman@spokanecity.org

CITY CLERKS NUMBER _____

1. GRANTEE JEWELS HELPING HANDS 5128 N JEFFERSON ST SPOKANE, WA 99205		**2. GRANTEE DOING BUSINESS AS** N/A	
3. GRANTEE PROGRAM REPRESENTATIVE JULIE GARCIA 5128 N JEFFERSON ST SPOKANE, WA 99205 (509)263-5502 JEWELSHELPINGHANDSSPOKANE@GMAIL.COM		**4. CITY PROGRAM REPRESENTATIVE** KERI CEDERQUIST, PROGRAM MANAGER 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6577 KCEDERQUIST@SPOKANECITY.ORG	
5. GRANTEE SIGNATORY JASON GREEN 5128 N JEFFERSON ST SPOKANE, WA 99205 (509)701-8973 JASON.GREEN.WA@GMAIL.COM		**6. CITY SIGNATORY** LISA BROWN, MAYOR 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6250 MAYOR@SPOKANECITY.ORG	
7. AGREEMENT AMOUNT $52,392.73 **8. AMENDMENT AMOUNT** N/A	**9. FUNDING SOURCE** ☐ FEDERAL ☐ STATE ☒ LOCAL/OTHER ☐ N/A	**10. START DATE** 08/01/26	**11. END DATE** 08/31/26
12. LOCAL AGENCY CITY OF SPOKANE		**13. LOCAL PROGRAM** MISCELLANEOUS GRANT FUND	
14. LOCAL AWARD NUMBER N/A	**15. LOCAL FUNDS** $52,392.73	**16. TOTAL LOCAL AWARD** N/A	**17. LOCAL AWARD DATE** N/A
18. ALN # N/A	**19. RESEARCH & DEVELOPMENT?** ☐YES ☐NO ☒N/A	**20. INDIRECT COST RATE** DE MINIMIS – 15%	
21. EIN # 84-2198820	**22. UEI #** T55UM126WD94	**23. UBI #** 604-475-550	**24. FMS VENDOR #** 049096	**25. PROJECT ID #** N/A
26. AGREEMENT PURPOSE FUNDING FOR 24-HOUR OPERATION OF THE HOUSING NAVIGATION CETNER			

City Clerk's No. _____

CITY OF SPOKANE

AGREEMENT

Title: Housing Navigation Center Extended Operating Hours for August 2026 in Response to Spokane Complex Fires

THIS AGREEMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("CITY"), and **JEWELS HELPING HANDS** whose address is 5128 N JEFFERSON ST, SPOKANE, WA 99205 as ("GRANTEE"), individually hereafter referenced as a "PARTY", and together as the "PARTIES".

WHEREAS, under RCW 38.52.070(2), the Washington Emergency Management Act, as well as Chapter 02.04 SMC and SMC Sec. 07.06.180, the Mayor has the power to enter into emergency procurement contracts and incur obligations necessary to protect the health and safety of persons and property, and to provide emergency assistance to the victims of such disaster, and may do so expeditiously without regard to budget law limitations requiring prior Council approval; and

WHEREAS, in response to the emergency conditions created by the Old Trails Fire and the need to facilitate the timely delivery of emergency response, recovery, and community assistance services, the Mayor issued Executive Order No. 2026-0004, effective August 1, 2026, authorizing the CITY to enter into contracts necessary to support emergency response and recovery efforts without prior approval of the Spokane City Council; and

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

1. GENERAL TERMS.

1.1. PURPOSE/PERFORMANCE.

1.1.1. PERFORMANCE.

This AGREEMENT, authorized under the fire-related emergency declaration, engages Jewels Helping Hands, operator of the Housing Navigation Center, to be reimbursed for $52,392.73 in costs associated with the additional operating hours at the Housing Navigation Center to assist individuals affected by the Spokane Complex Fires.

At the direction of the City, Jewels Helping Hands expanded the Navigation Center's normal operating hours to 24 hours/7 days per week for the month of August 2026 to assist individuals affected by the Spokane Complex Fires. Expenses related to this include providing meals to clients of the Navigation

Center, purchasing shelter bedding and supplies, clothing, toiletries, payroll costs for the additional staff time, the additional utility costs as a result of keeping the Navigation Center open 24 hours, and transportation costs.

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

1.2. TERM.
The term of this AGREEMENT begins on August 1, 2026, and shall run through August 31, 2026, unless amended by written agreement or terminated earlier under the provisions.

2. FINANCIAL TERMS.

2.1. COMPENSATION & BUDGET.
Total compensation for GRANTEE's services under this AGREEMENT shall be a maximum amount not to exceed **FIFTY-TWO THOUSAND THREE HUNDRED NINETY-TWO AND 73/100 DOLLARS** (**$52,392.73**), and applicable taxes, unless modified by a written amendment to this AGREEMENT. This is the maximum amount to be paid under this AGREEMENT for the work described in SECTION 1.1.1.,and shall not be exceeded without the prior written authorization of the CITY in the form of an executed amendment to this AGREEMENT. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate to account for any future fiscal limitations affecting the CITY.

Category	Amount
Facility Support	$8,481.21
Operations	$37,502.56
Administration	$6,408.96
Total 8/1/2026 - 8/31/2026	**$52,392.73**

2.2. REQUESTS FOR REIMBURSEMENT.
The GRANTEE shall submit complete and accurate requests for reimbursement, together with all required supporting documentation, to:

Keri Cederquist, Program Manager
kcederquist@spokanecity.org

The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete draw requests that are submitted in accordance with the requirements of this AGREEMENT and any applicable CITY reimbursement procedures.

Only allowable costs that are directly related to the performance of this AGREEMENT and incurred during the approved period of performance shall be eligible for reimbursement. The CITY reserves the right to deny reimbursement for any costs that are unallowable, inadequately documented, outside the scope of this AGREEMENT, or otherwise not in compliance with the terms and conditions of this AGREEMENT.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 10th of each month for the previous month's expenditures as directed below, using the Draw Request function in the GRANTEE's Neighborly participant portal. In certain circumstances due to funder deadlines this may be adjusted and your CITY Project Representative will notify you with 30 days advance notice of this reduced timeline. In conjunction with each draw request, GRANTEE shall certify that services to be performed under this AGREEMENT do not duplicate any services to be charged against any other grant, subgrant or other founding source.

2.3. PAYMENT.

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of a complete and accurate reimbursement request submitted by the GRANTEE except as provided by state law.

2.3.1. DISALLOWED COSTS.

If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE 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. Inaccurate or returned reimbursement requests can delay payment and restart the thirty (30) day period.

2.3.2. REPAYMENT.

In the event that the CITY or Funding Agency determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or Funding Agency may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the AGREEMENT will be subject to cancellation by the CITY.

2.3.3. FUNDING AVAILABILITY.

The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.

2.3.4. WITHHOLDING PAYMENTS.

The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this AGREEMENT.

2.4. PROGRAM INCOME.

If program income is generated by activities carried out with program funds made available under this AGREEMENT, the GRANTEE shall report program income monthly on invoices submitted to CITY. By way of further limitations, the GRANTEE may use such income during the AGREEMENT period for activities permitted under this AGREEMENT and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the AGREEMENT period.

2.5. INDIRECT COSTS.

If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 15% of Modified Total Direct Costs (MTDC), the GRANTEE shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Project Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 570.206

3. PROGRAM & CLIENT REQUIREMENTS.

3.1. COMPLIANCE WITH LAWS & PROGRAM REQUIREMENTS.

Each PARTY shall comply with all applicable Federal, state, and local laws and regulations.

3.2. CLIENT DATA & ELIGIBILITY.

The GRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, at minimum, the client name, address, income level or other basis of determining eligibility, and description of service(s) provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

3.3. CONFIDENTIALITY & DISCLOSURE.

3.3.1. DEFINITIONS.

Confidential Information: All material produced by the GRANTEE that is designated as "confidential" by CITY as well as all personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law.

Personal Information: Includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

3.3.1.1. DISCLOSURE OF CONFIDENTIAL INFORMATION.

The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this AGREEMENT and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The GRANTEE 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 GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this AGREEMENT whenever CITY reasonably determines that changes are necessary to prevent

unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

3.3.1.2. FAMILY VIOLENCE CONFIDENTIALITY PROVISIONS.
The GRANTEE shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.

The GRANTEE certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

3.3.1.3. UNAUTHORIZED USE OR DISCLOSURE.
The GRANTEE shall notify CITY 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.

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

4. ADMINISTRATIVE & OPERATIONAL REQUIREMENTS.

4.1. RECORDS AND RETENTION.

4.1.1. RECORDS TO BE MAINTAINED.
The GRANTEE shall maintain all records pertinent to the PROGRAM and activities to be funded under this AGREEMENT to properly and thoroughly document PROGRAM compliance.

4.1.2. RECORD RETENTION.
The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this AGREEMENT for a period of at least six (6) years or as determined by ATTACHMENT - SCOPE OF WORK. The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of

the above referenced period, then such records must be retained until completion of the actions and resolution of all issues.

4.2. AUDITS & INSPECTIONS.
The GRANTEE shall maintain accurate records to account for its expenditures and performance. The CITY has the right to monitor and audit the finances of the GRANTEE to ensure actual expenditures remain consistent with the spirit and intent of this AGREEMENT.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All GRANTEE records with respect to any matters covered by this AGREEMENT shall be made available to the CITY, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

4.2.1. FEDERAL AUDIT THRESHOLDS.
If this AGREEMENT is funded by Federal sources as identified on the FACE SHEET, the GRANTEE shall comply with Federal audit requirements who expend in excess of $1,000,000 of Federal funds. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than $1,000,000 in Federal funds.

4.2.2. SUBMISSION TIMELINES.
The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Project Representative (designated on the FACE SHEET of this AGREEMENT), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The GRANTEE that expends less than $1,000,000 in a fiscal year in Federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Project Representative (designated on the FACE SHEET of this AGREEMENT), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Project Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

4.2.3. DISALLOWED COSTS RECOVERY.
The GRANTEE is responsible for any audit exceptions or expenses incurred by its own organization or that of its subcontractors and the CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this AGREEMENT and may result in the withholding of future payments.

4.3. MONITORING & ACCESS.

The CITY will monitor the performance of the GRANTEE using a risk-based approach against program goals and performance measures as stated above.

Additionally, the CITY will monitor spend down of grant funds, and all other terms and conditions of this AGREEMENT in accordance with the Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients.

Substandard performance as determined by the CITY will constitute noncompliance with this AGREEMENT and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard performance is not taken by the GRANTEE within a reasonable period of time after being notified by the CITY, AGREEMENT suspension or termination procedures will be initiated.

5. CITY OF SPOKANE STANDARD PROVISIONS.

5.1. ASSIGNMENT & SUBCONTRACTING.

5.1.1. ASSIGNMENTS

This AGREEMENT is binding on the PARTIES and their heirs, successors, and assigns. Neither PARTY may assign, transfer or subcontract its interest, in whole or in part, without the other PARTY's prior written consent.

5.1.2. SUBCONTRACTING.

The GRANTEE shall not subaward any funds included in this AGREEMENT without prior approval from the CITY.

5.2. AMENDMENTS.

5.2.1. BUDGET AMENDMENT RULES.

The CITY and GRANTEE may amend this AGREEMENT at any time provided that such amendments make specific reference to this AGREEMENT and are executed in writing and signed by a duly authorized representative. Such amendments shall not invalidate this AGREEMENT, nor relieve or release the CITY or GRANTEE from its obligations under this AGREEMENT. All amendments to this AGREEMENT must be requested in writing by the GRANTEE using AMENDMENT REQUEST FORM and shall be submitted to the CITY's Project Representative at least ninety (90) days prior to the end date of this AGREEMENT as listed on the FACE SHEET.

Requests submitted within the final ninety days of the period of performance of this AGREEMENT shall be denied unless an extenuating circumstance exists which will be reviewed on a case-by-case basis.

During an AMENDMENT, ALL pending invoice reimbursements will be paused.

The CITY may, in its discretion, amend this AGREEMENT to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of this AGREEMENT, such modifications will be incorporated only by written amendment signed by both PARTIES.

5.2.2. RISK LEVEL.

No more than two budget amendments will be allowed during a fiscal year except due to extenuating circumstances. The GRANTEE must outline, in writing, the reasoning for needing an additional budget shift beyond the two allowed. The CITY may, at its discretion, deny the request due to administrative burden. Additionally, GRANTEE understands that requesting more than two budget amendments may lead to an increased Risk Level.

6. NOTICES.

Notices required by this AGREEMENT shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this AGREEMENT shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.

Communication and details concerning this AGREEMENT shall be directed to the Project Representative as identified on the FACE SHEET.

6.1. 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 GRANTEE 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 GRANTEE does not believe it is required to obtain a business registration, it may contact the CITY's Taxes and Licenses Division at (509)625-6070 to request an exemption status determination.

6.2. SPECIAL CONDITIONS.

6.2.1. MEETING INFORMATION.

The GRANTEE shall send essential staff to all mandatory CITY, and/or funding agency training and information meetings.

6.2.2. KEY PERSONNEL CHANGE.

The GRANTEE shall notify the CITY in writing of any changes in the Key Personnel assigned within thirty (30) days.

6.2.3. COMMUNICATIONS.

The PARTIES shall provide to each other all public information communications that are publicly disseminated area-wide for the purpose of informing the public, including press and public information releases, in order to coordinate the respective communication efforts and to share consistent information with each

other and the public. The PARTIES shall strive to provide each other with the drafts of all public information communications at least forty-eight (48) hours prior to public release of the communication so that each agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this AGREEMENT. The GRANTEE Further agrees to utilize funds available under this AGREEMENT to supplement rather than supplant funds otherwise available.

7. ETHICS, LEGAL, & RISK.

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

7.2. DEBARMENT & SUSPENSION.

The GRANTEE has provided its certification that it is in compliance with and shall not AGREEMENT 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.

7.3. NONDISCRIMATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this AGREEMENT because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The GRANTEE 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 GRANTEE.

7.4. INSURANCE.

During the term of the AGREEMENT, the GRANTEE shall maintain in force at its own expense, the insurance coverages listed below. 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 GRANTEE or its insurer(s) to the CITY.

As evidence of the insurance coverage(s) required by this AGREEMENT, the GRANTEE shall furnish acceptable Certificates of Insurance (COI) to the CITY at the time it returns this signed AGREEMENT. The certificate shall specify the City of Spokane as "Additional Insured" specifically for GRANTEE'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 GRANTEE shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

GRANTEE shall comply with the bonding and insurance requirements of 2 CFR 200.304, Bonds, and 2 CFR 200.310, Insurance coverage.

7.4.1. WORKER'S COMPENSATION INSURANCE.
Must be in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and

7.4.2. 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 GRANTEE's services to be provided under this AGREEMENT;

7.4.2.1. SUPPLEMENTARY UMBRELLA INSURANCE.
Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of $2,000,000 in order to meet the minimum insurance coverages required under this AGREEMENT.

7.4.3. 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.

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

8. TERMINATION & DISPUTES.

8.1. TERMINATION.
Either party may terminate this AGREEMENT by thirty (30) days written notice to the other party. In the event of such termination, the CITY shall pay the GRANTEE for all

work previously authorized and performed prior to the termination date. The CITY may suspend or terminate this AGREEMENT if the GRANTEE materially fails to comply with any terms of this AGREEMENT

8.1.1. FOR CAUSE.

Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time; or

Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this AGREEMENT; or

Ineffective or improper use of funds provided under this AGREEMENT; or

Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.

8.1.2. FOR CONVENIENCE.

This AGREEMENT may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

8.2. DISPUTES & GOVERNING LAW.

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

9. MISCELLANEOUS.

9.1. SEVERABILITY.

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

9.2. WAIVER.

The CITY's failure to act with respect to a breach by the GRANTEE does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

9.3. SECTION HEADINGS.

The section headings and subheadings contained in this AGREEMENT are included for convenience only and shall not limit or otherwise affect the terms of this AGREEMENT.

9.4. ENTIRE AGREEMENT.

This AGREEMENT constitutes the entire AGREEMENT between the CITY and the GRANTEE for the use of funds received under this AGREEMENT, and it supersedes all

prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the GRANTEE with respect to this AGREEMENT.

10. CLOSEOUT.

The GRANTEE's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this AGREEMENT shall remain in effect during any period that the GRANTEE has control over program funds, including program income.

11. COUNCIL RATIFICATION REQUIRED.

Pursuant to SMC 7.60.180, this AREEMENT shall be presented to the City Council for ratification through a resolution. If the Council votes against ratification of this AGREEMENT, it shall become void and GRANTEE shall be paid for actual costs incurred for performance of the contract through the date of the Council's vote.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained, or attached and incorporated and made a part, the parties have executed this AGREEMENT by having legally-binding representatives affix their signature below. The undersigned certifies compliance with all AGREEMENT provisions as listed above.

GRANTEE	**CITY OF SPOKANE**
_____	_____
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:

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

ATTACHMENT: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Recipient / 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 Agreement 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 Agreement 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 Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this Agreement 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 Agreement 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 Agreement 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 Agreement, such Contractor shall attach an explanation to this Agreement.

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

JEWELS HELPING HANDS	MISCELLANEOUS GRANT FUNDS
Name of Recipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print)	Signature
Title of Certifying Official (Type or Print)	Date (Type or Print)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/10/2026

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

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

PRODUCER	CONTACT NAME: Church Mutual Insurance Company, S.I.	
Church Mutual Insurance Company, S.I. 3000 Schuster Lane P.O. Box 357 Merrill WI 54452	PHONE (A/C, No, Ext): 1-800-554-2642	FAX (A/C, No): 855-264-2329
	E-MAIL ADDRESS: customerservice@churchmutual.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED JEWELS HELPING HANDS 527 S Cannon St Spokane WA 99201-5616	INSURER A : Church Mutual Insurance Company, S.I.	18767
	INSURER B :	
	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 ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		0452568 25-998866	05/01/2026	05/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			0452568 85-000647	05/01/2026	05/01/2027	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Counseling Services NPHS Professional Liability			0452568 25-998866	05/01/2026	05/01/2027	Each Occurrence Aggregate	$1,000,000 $2,000,000

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

Abuse/Molestation: $1M/occurrence & $2M/aggregate
Cyber Liability and Data Breach Response Services: $1M/occurrence & $2M/aggregate
Property Damage Legal Liability for Assessed Building Value: $373,000
Business Income and Extra Expense to cover replacement of minimum one year of rent: $10,000
City of Spokane is included as Additional Insured, building owner with loss payable to City of Spokane
City of Spokane, its officers, employees, contractors, and agents are named as Additional Insured under CG 20 26 for General Liability

CERTIFICATE HOLDER

City of Spokane
Attn: City Administrator
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 Rushing

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/24/2026

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

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

PRODUCER	CONTACT NAME: Church Mutual Insurance Company, S.I.	
Church Mutual Insurance Company, S.I. 3000 Schuster Lane P.O. Box 357 Merrill WI 54452	PHONE (A/C, No, Ext): 1-800-554-2642	FAX (A/C, No): 855-264-2329
	E-MAIL ADDRESS: customerservice@churchmutual.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Church Mutual Insurance Company, S.I.	18767
INSURED JEWELS HELPING HANDS 527 S CANNON ST SPOKANE WA 99201-5616	INSURER B :	
	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	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG OTHER:	$ $ $ $ $ $ $
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		0452568 09-985605	02/28/2026	02/28/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) OTHER:	$ 1,000,000 $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE OTHER:	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Additional Insured: City of Spokane

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 G Rushing

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STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

August 6, 2026

WA UBI No.	604 475 550
L&I Account ID	699,086-00
Legal Business Name	JEWELS HELPING HANDS
Doing Business As	JEWELS HELPING HANDS
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 2 of Year 2026 "21 to 30 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	No

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. **Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See RCW 51.12.050 and 51.16.190).

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: JEWELS HELPING HANDS

Business name: JEWELS HELPING HANDS

Entity type: Nonprofit Corporation

UBI #: 604-475-550

Business ID: 001

Location ID: 0001

Location: Active

Location address: 5128 N JEFFERSON ST
SPOKANE WA 99205-5312

Mailing address: 5128 N JEFFERSON ST
SPOKANE WA 99205-5312

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 Nonprofit Business				Active	Jun-30-2027	Jul-29-2019

Owners and officers on file with the Department of Revenue

Owners and officers	Title
GARCIA, JULIE	President
GREEN, JASON	Treasurer

Registered Trade Names

Registered trade names	Status	First issued
JEWELS HELPING HANDS	Active	Jul-29-2019

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 9/28/2026 4:21:26 PM

Contact us

How are we doing?
Take our survey!

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

STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

August 6, 2026

WA UBI No.	604 475 550
L&I Account ID	699,086-00
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Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 10/15/2026 **Committee Agenda type:** Reports, Contracts & Claims		**Date Rec'd**	9/29/2026
		Clerk's File #	OPR 2026-0873
		Cross Ref #	
Council Meeting Date: 11/04/2026		**Project #**	
Submitting Dept	PLANNING SERVICES	**Bid #**	
Contact Name/Phone	HOLLIS STAAL X6854	**Requisition #**	
Contact E-Mail	HSTAAL@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	MFTE CONDITIONAL AGREEMENT FOR 4111 E LONGFELLOW AVE		

Agenda Wording

Conditional Multifamily Tax Exemption contract with Rad Space, LLC, for the property located at 4111 E Longfellow Ave, to create 4 dwelling units. Following construction the project intends to finalize under the 12yr exemption.

Summary (Background)

RCW 84.14 authorizes the New and Rehabilitated Multiple-Unit Dwellings in Urban Centers incentive, known as Multi-Family Tax Exemption (MFTE) Program, to certify qualified properties for this residential property tax exemption. The City adopted this incentive in 2007 and SMC 08.15 outlines Spokane's MFTE Program and project eligibility requirements. Staff have determined that the Longfellow Single Families application meets the project eligibility requirements outlined in SMC 08.15.040, and is located in an adopted Residential Target Area identified in SMC 08.15.030. The application proposes to create 4 structures with 1 residential unit per structure on the property at 4111 E Longfellow Ave, within the Hillyard Neighborhood (District 1). The property is zoned R1 and the proposed use is allowed. Once the project is constructed, the applicant intends to finalize as a 12-year Multifamily Tax Exemption. This Conditional Agreement authorizes the City to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreements, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

What impacts would the proposal have on historically excluded communities?

The goal of the MFTE Program is to stimulate the construction of new multifamily housing and the rehabilitation of existing vacant or underutilized buildings, as well as increase the supply of mixed-income housing opportunities. Data on demographic metrics such as race, ethnicity, gender orientation, age, or religious affiliation are not tracked by this program, but the program specifically supports housing creation for residents whose income is between 80-115% Area Median Income.

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

Department of Commerce conducts annual audits of all jurisdictions with MFTE programs. The City collects annual reports for each property. Projects that finalized under the 12-year exemption require income and rent restriction, which are reviewed for compliance by staff with the mandatory annual reports on the continued residential use of the project. Annual reporting ensures projects maintain permanent residential units, as directly contrasted with short-term rentals that are for 30 days or less, through the length of the exemption to meet the public benefit of creating more permanent residential housing units.

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

Excluding external factors such as raw land costs and current financing rates, staff monitor program efficiency through annual reporting compliance, the number of conditional and then finaled projects, and the need detailed by developers for such an incentive to make workforce housing projects financially feasible. Some of these metrics include the number of projects granted a final certificate, the total number of units created and the percentage of affordable units, as well as the type and size of units being constructed

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

Comprehensive Plan Policies: LU 1.4 Higher Density Residential Uses LU 3.5 Mix of Uses in Centers LU 4.2 Land Uses That Support Travel Options and Active Transportation LU 4.6 Transit-Supported Development H 1.9 Mixed-Income Housing H 1.4 Use of Existing Infrastructure H 1.10 Lower-Income Housing Development Incentives H 1.11 Access to Transportation H 1.18 Distribution of Housing Options ED 2.4 Mixed-Use ED 7.4 Tax Incentives for Land Improvement

Council Subcommittee Review

Fiscal Impact

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

Narrative

Once finalized, the Spokane County Assessor will defer collection of the residential property tax portion for the duration of the exemption, after which the new residential construction value will be added to the tax rolls.

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		Additional Approvals	
Dept Head	GARDNER, SPENCER		
Division Director	GARDNER, SPENCER		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

paulw@radspace.net	abeck@spokanecity.org
hstaal@spokanecity.org	smacdonald@spokanecity.org
sgardner@spokanecity.org	eking@spokanecity.org

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION CONDITIONAL AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Rad Space, LLC, as "Owner/Taxpayer" whose business address is 5830 E 2nd St, Unit 92972 Casper, WA 82609.

W I T N E S S E T H:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete conditional application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

HILLYARD ORCH HTS L15-16 B3

Assessor's Parcel Number(s) 35031.0310, commonly known as 4111 E Longfellow Ave.

WHEREAS, this property is located in the Spokane Targeted Investment Area and is eligible to seek a Final Certificate of Tax Exemption post construction under the Twelve year Affordable Housing - with income and rent restrictions as defined in SMC 08.15.090.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately 4 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

(a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;

(b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;

(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and

moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least twenty-five percent of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

18 This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 20YY

CITY OF SPOKANE

By: _____

City Administrator, Alex Scott

Rad Space, LLC

_____

_____

Owner/Taxpayer

Attest:

_____

City Clerk

Approved as to form:

_____

City Attorney

CITY OF SPOKANE

By:_____
Mayor, Lisa Brown

By_____
Its:_____

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 11/04/2026

Date Rec'd	8/10/2026
Clerk's File #	CPR 2026-0002
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ACCOUNTING
Contact Name/Phone	REBECCA 625-6093
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-2026

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 10/16/2026. Total $9,778,428.37 with Parks & Library Claims being approved by their respective boards. Claims excluding Parks & Library Total $9,468,490.39.

Summary (Background)

Pages 1-32 Check numbers: 622875-623041 Credit Card numbers: 003674-003706 ACH payment numbers: 157644-157872 On file for review in City Clerks Office: 32 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	**$** 9,468,490.39	**#** Various
Select	**$**	**#**
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	LIPPS, JOSH		
Division Director	STRATTON, JESSICA		
Accounting Manager			
Legal			
For the Mayor			

Distribution List

ACCOUNTSPAYABLE@SPOKANECITY.ORG	

REPORT: PG3620 DATE: 10/19/26
SYSTEM: FMSAP APPROVAL FUND SUMMARY TIME: 06:44
USER: MANAGER PAGE: 1
RUN NO: 46

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	737,317.29
1100	STREET FUND	210,168.69
1200	CODE ENFORCEMENT FUND	20,288.63
1300	LIBRARY FUND	54,205.04
1330	MISCELLANEOUS GRANTS	1,909.25
1360	GENERAL FUND GRANTS	0.00
1380	SPOKANE SAFE STREETS FOR ALL	145.00
1390	URBAN FORESTRY FUND	666.49
1400	PARKS AND RECREATION FUND	78,978.22
1430	GRANTS OPERATIONS	6,540.51
1460	PARKING METER REVENUE FUND	8,695.37
1510	SPOKANE UNITED 911 NETWORK	33,695.51
1620	PUBLIC SAFETY & JUDICIAL GRANT	1,262.35
1680	HOUSING AND HOMELESS SERVICES	10,863.32
1775	LEGAL SVCS AND RELOCATION FUND	4,000.00
1970	SPOKANE FIRE DEPARTMENT	187,478.56
1990	TRANSPORTATION BENEFIT FUND	738,695.79
3200	ARTERIAL STREET FUND	571,145.78
4100	WATER & HYDROELECTRIC SERVICES	193,481.16
4250	INTEGRATED CAPITAL MANAGEMENT	24,845.40
4300	WASTEWATER MANAGEMENT FUND	605,811.71
4480	SOLID WASTE FUND	436,165.75
4600	GOLF FUND	12,034.94
4700	DEVELOPMENT SERVICES	48,901.29
5100	FLEET SERVICES FUND	231,173.67
5200	PUBLIC WORKS AND UTILITIES	13,489.58
5300	IT FUND	472,091.99
5500	PURCHASING AND CONTRACTS	6,856.15
5600	ACCOUNTING SERVICES	25,842.02
5700	SPOKANE 311	8,549.43
5750	OFFICE OF PERFORMANCE MGMT	4,562.28
5800	RISK MANAGEMENT FUND	696.91
5810	WORKERS' COMPENSATION FUND	2,280.20
5820	UNEMPLOYMENT COMPENSATION FUND	84.49
5830	EMPLOYEES BENEFITS FUND	573,761.47
5900	FACILITIES MANAGEMENT FUND OPS	63,573.79
5901	ASSET MANAGEMENT FUND CAPITAL	81,408.61
5902	PROPERTY ACQUISITION POLICE	28,058.10
5903	PROPERTY ACQUISITION FIRE	36,963.70
6060	EMPLOYEES' RETIREMENT FUND	3,069.16
6070	FIREFIGHTERS' PENSION FUND	42,940.94
6080	POLICE PENSION FUND	29,113.25
6730	PARKING & BUSINESS IMPROV DIST	169,880.97
6960	SALARY CLEARING FUND NEW	2,933,960.17
	TOTAL:	8,715,652.93

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

BRIDGE HOUSE ADVISORS CORP	SURVEYS/STUDIES ACH PMT NO. - 80157691	3,483.28
BRYAN CAVE LEIGHTON PAISNER LLP	LEGAL SERVICES ACH PMT NO. - 80157761	28,169.00
DOWNTOWN SPOKANE PARTNERSHIP	PROFESSIONAL SERVICES ACH PMT NO. - 80157762	25,000.00
SEBRIS BUSTO JAMES	LEGAL SERVICES ACH PMT NO. - 80157796	13,400.00
SPOKANE TRANSIT AUTHORITY	CONTRACTUAL SERVICES CREDIT CARD PMT NO. - 70003703	4,908.00
SPOKANE TREATMENT AND RECOVERY SERVICES	CONTRACTUAL SERVICES ACH PMT NO. - 80157802	10,344.92
TOTAL FOR 0020 - NONDEPARTMENTAL		85,305.20

0030 - OFFICE OF POLICE OMBUDS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00623022	275.00
STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80157740	62.69
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00623031	1,093.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80157868	1,562.00
TOTAL FOR 0030 - OFFICE OF POLICE OMBUDS		2,992.69

0100 - GENERAL FUND

CONSERVICE LLC ATTN: MOLLIE GOMEZ	DEPOSIT-TAXES & LICENSES CHECK NO. - 00622998	118.14
INTEGRIS CONTRACTING INC 5231 W NAVAHO AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00622997	356.94

PIONEER HUMAN SERVICES	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80157852	1,666.67
SPOKANE TRANSIT AUTHORITY	GRANT CASH PASS THRU ACCOUNT CREDIT CARD PMT NO. - 70003703	5,250.00
TRINITY TRANSITIONAL HOUSING	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00622888	1,000.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	PCARD ADVANCE PYMT REC ACH PMT NO. - 80157659	67,831.24
US BANK P CARD PAYMENTS	TRAVEL CARD ADVANCE PYMT ACH PMT NO. - 80157659	5,480.05
WA STATE DEPT OF REVENUE MISCELLANEOUS TAX DIVISION	DEPOSIT-LEASE EXCISE TAX CHECK NO. - 00622890	39,413.58
TOTAL FOR 0100 - GENERAL FUND		121,116.62

0230 - CIVIL SERVICE

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80157768	226.94
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00623022	870.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00623031	3,783.51
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80157868	5,572.09
TOTAL FOR 0230 - CIVIL SERVICE		10,452.54

0260 - OFFICE OF THE CITY CLERK

ACCESS INFORMATION HOLDINGS	CONTRACTUAL SERVICES CHECK NO. - 00622993	3,934.37
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00623022	345.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00623031	1,934.17
US BANK TRUST NA	RETIREMENT	

OR CITY OF SPOKANE	ACH PMT NO. - 80157868	2,811.51
	TOTAL FOR 0260 - OFFICE OF THE CITY CLERK	9,025.05

0320 - COUNCIL

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00623022	1,085.00
STARPLEX CORP	ALARM/SECURITY SERVICES	
	ACH PMT NO. - 80157740	579.88
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00623031	3,930.43

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80157868	5,432.54
	TOTAL FOR 0320 - COUNCIL	11,027.85

0330 - COMMUNICATIONS & MARKETING

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00623022	530.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00623031	3,005.28
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80157868	4,294.49
	TOTAL FOR 0330 - COMMUNICATIONS & MARKETING	7,829.77

0370 - ENGINEERING SERVICES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00623022	3,003.94
SHI CORP	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80157731	136.29
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00623031	15,833.63
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80157868	23,254.41
US DOSIMETRY TECHNOLOGY INC	EQUIPMENT REPAIRS/MAINTENANCE	

	ACH PMT NO. - 80157660	1,071.96
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80157661	233.01
VERIZON WIRELESS	IT/DATA SERVICES	
	ACH PMT NO. - 80157661	475.12
VESTIS GROUP INC	LAUNDRY/JANITORIAL SERVICES	
DBA VESTIS SERVICES INC	ACH PMT NO. - 80157746	19.50
TOTAL FOR 0370 - ENGINEERING SERVICES		44,027.86

0380 - TRANSPORTATION & SUSTAINABILIT

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00623022	100.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00623031	488.77

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80157868	729.43
TOTAL FOR 0380 - TRANSPORTATION & SUSTAINABILIT		1,318.20

0410 - FINANCE AND ADMINISTRATION

BLX GROUP LLC	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80157760	2,500.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00623022	850.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00623031	4,121.42
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80157868	5,807.53
TOTAL FOR 0410 - FINANCE AND ADMINISTRATION		13,278.95

0450 - HOUSING AND HUMAN SERVICES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00623022	175.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS (CITY)	CHECK NO. - 00623031	788.80
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80157868	1,144.00
	TOTAL FOR 0450 - HOUSING AND HUMAN SERVICES	2,107.80

0470 - ARTS, CULTURE, & HISTORIC PRES

COWLES PUBLISHING COMPANY	ADVERTISING	
DBA THE SPOKESMAN-REVIEW	ACH PMT NO. - 80157738	109.55
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00623022	160.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00623031	916.64
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80157868	1,350.54
	TOTAL FOR 0470 - ARTS, CULTURE, & HISTORIC PRES	2,536.73

0480 - OFFICE OF CIVIL RIGHTS

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00623031	1,054.79
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80157868	653.49
	TOTAL FOR 0480 - OFFICE OF CIVIL RIGHTS	1,708.28

0500 - OFFICE OF THE CITY ATTORNEY

AT&T MOBILITY	CELL PHONE	
	CHECK NO. - 00622994	76.84
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80157768	306.73
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00623022	1,955.00
ROBIN R DEAN	LEGAL SERVICES	
	CHECK NO. - 00622905	265.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS (CITY)	CHECK NO. - 00623031	10,984.47
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80157868	15,602.50
	TOTAL FOR 0500 - OFFICE OF THE CITY ATTORNEY	29,190.54

0520 - OFFICE OF THE MAYOR

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80157695	140.94
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00623022	550.00
STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80157740	31.34
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00623031	3,286.23
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80157868	3,512.96
	TOTAL FOR 0520 - OFFICE OF THE MAYOR	7,521.47

0550 - NEIGHBORHOOD SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00623022	250.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00623031	1,254.01
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80157868	1,825.38
	TOTAL FOR 0550 - NEIGHBORHOOD SERVICES	3,329.39

0560 - MUNICIPAL COURT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00623022	2,055.00
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80157786	944.81
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS (CITY)	CHECK NO. - 00623031	10,891.76
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80157868	16,236.68
TOTAL FOR 0560 - MUNICIPAL COURT		30,128.25

0570 - OFFICE OF HEARING EXAMINER

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00623022	100.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00623031	518.17
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80157868	760.85
TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER		1,379.02

0580 - FAMILY AND YOUTH SERVICES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00623022	100.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00623031	284.30
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80157868	448.98
TOTAL FOR 0580 - FAMILY AND YOUTH SERVICES		833.28

0620 - HUMAN RESOURCES

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ARCHBRIGHT INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80157781	5,060.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00623022	742.51
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00623031	3,714.38
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80157868	4,896.32

TOTAL FOR 0620 - HUMAN RESOURCES		14,413.21

0650 - PLANNING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00623022	910.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00623031	3,932.14
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80157868	5,750.71
TOTAL FOR 0650 - PLANNING SERVICES		10,592.85

0680 - POLICE

ALL SERVICE WEST TOWING	TOWING EXPENSE ACH PMT NO. - 80157685	162.56
APPLIED CONCEPTS INC	IF CAPITAL COMMISSIONING ACH PMT NO. - 80157687	12,729.48
APPLIED CONCEPTS INC	MINOR EQUIPMENT ACH PMT NO. - 80157687	92.11
AXON ENTERPRISE INC	POWER TOOLS/EQUIPMENT ACH PMT NO. - 80157759	4,189.44
A-PRO AUTO BODY AND TOWING	TOWING EXPENSE ACH PMT NO. - 80157689	203.20
CENTURYLINK	ALARM/SECURITY SERVICES CHECK NO. - 00623017	165.74
CENTURYLINK	TELEPHONE CHECK NO. - 00623017	248.61
COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80157830	80.98
DIVINES TOWING/DIV OF DIVINE CORP	TOWING EXPENSE ACH PMT NO. - 80157696	325.12

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

EDWARDS, TIMOTHY CITY EMPLOYEE # 24337	TUITION REIMBURSEMENT CHECK NO. - 00622877	7,780.00
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80157699	46,908.05
GALLS LLC	CLOTHING	

	CREDIT CARD PMT NO. - 70003706	4,355.44
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80157840	35.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00623022	108,166.89
MOTOROLA SOLUTIONS INC	OPERATING SUPPLIES ACH PMT NO. - 80157674	134.11
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CREDIT CARD PMT NO. - 70003704	110.00
PROVIDENCE OCCUPATIONAL MEDICINE SPOKANE DOWNTOWN	MEDICAL SERVICES CHECK NO. - 00622886	1,950.00
SIRCHIE ACQUISITION COMPANY LLC	OPERATING SUPPLIES ACH PMT NO. - 80157733	3,485.83
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00623031	52,440.10
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80157868	24,602.73
WILLIAMS TOWING & RECOVERY LLC	TOWING EXPENSE ACH PMT NO. - 80157750	243.84
TOTAL FOR 0680 - POLICE		268,409.23

0690 - COMMUNITY JUSTICE SERVICES

BI INC	PROFESSIONAL SERVICES CREDIT CARD PMT NO. - 70003695	10,337.86
BLUE TRITON BRANDS INC DBA PRIMO BRANDS	OFFICE SUPPLIES CHECK NO. - 00622885	90.49
COMCAST	IT/DATA SERVICES CHECK NO. - 00622903	300.00
COMCAST	TELEPHONE CHECK NO. - 00622903	89.90
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00623022	1,320.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00623031	6,877.16

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA	RETIREMENT	

OR CITY OF SPOKANE	ACH PMT NO. - 80157868	10,203.37
	TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES	29,218.78

0700 - PUBLIC DEFENDER

GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80157840	8.75
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00623022	1,200.00
PROVOST PROFESSIONAL INVESTIGATIONS	LEGAL SERVICES ACH PMT NO. - 80157793	617.01
THE LAW OFFICE OF KIEL A FREY	LEGAL SERVICES ACH PMT NO. - 80157785	495.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00623031	13,404.93
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80157868	10,257.68
WA STATE BAR ASSOCIATION	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00623035	274.00
	TOTAL FOR 0700 - PUBLIC DEFENDER	26,257.37

0750 - COMMUNITY/ECONOMIC DEV SVC

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00623022	250.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00623031	1,251.89
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80157868	1,814.47
	TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV SVC	3,316.36

1100 - STREET FUND

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80157662	47.47
AT&T MOBILITY	CELL PHONE CHECK NO. - 00622893	508.56
AT&T MOBILITY	IT/DATA SERVICES CHECK NO. - 00622893	257.40

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80157667	676.35
FIREPOWER INC	ALARM/SECURITY SERVICES	
	ACH PMT NO. - 80157841	360.04
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00623022	4,655.00
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80157783	216.58
SHAMROCK MANUFACTURING INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80157729	84,616.80
SINSEL, MATHEW	PERMITS/OTHER FEES	
CITY EMPLOYEE # 23591	ACH PMT NO. - 80157754	102.00
SPECIALTY MOBILE MIX INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80157735	752.79
TRANSMAP CORPORATION	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80157744	62,781.56
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00623031	22,372.68
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80157868	32,503.99
VESTIS GROUP INC	LAUNDRY/JANITORIAL SERVICES	
DBA VESTIS SERVICES INC	ACH PMT NO. - 80157746	70.19
WALTER E NELSON CO	OPERATING SUPPLIES	
	CHECK NO. - 00622926	247.28
TOTAL FOR 1100 - STREET FUND		210,168.69

1200 - CODE ENFORCEMENT FUND

ENTERPRISE FM TRUST	OPERATING RENTALS/LEASES	
ATTN: CUSTOMER BILLING	ACH PMT NO. - 80157698	1,141.20
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00623022	1,625.00
NORTHWEST INDUSTRIAL SERVICES	OPERATING RENTALS/LEASES	
DBA AMERICAN ON SITE SERVICES	CREDIT CARD PMT NO. - 70003682	495.36
SPOKANE COUNTY TITLE CO	LEGAL SERVICES	
	ACH PMT NO. - 80157804	574.96
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS (CITY)	CHECK NO. - 00623031	6,601.49
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80157868	9,798.70

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WATERCO OF THE PACIFIC NORTH WEST, INC	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00622894	51.92
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		20,288.63

1300 - LIBRARY FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00623022	3,510.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00623031	21,263.16
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80157868	29,431.88
TOTAL FOR 1300 - LIBRARY FUND		54,205.04

1330 - MISCELLANEOUS GRANTS

LEGEND INVESTMENTS CORP DBA NATIONAL BARRICADE CO OF	OPERATING SUPPLIES ACH PMT NO. - 80157788	1,909.25
TOTAL FOR 1330 - MISCELLANEOUS GRANTS		1,909.25

1360 - GENERAL FUND GRANTS

PIONEER HUMAN SERVICES	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80157852	1,666.67-
PIONEER HUMAN SERVICES	PROFESSIONAL SERVICES ACH PMT NO. - 80157852	1,666.67
SPOKANE TRANSIT AUTHORITY	GRANT CASH PASS THRU ACCOUNT CREDIT CARD PMT NO. - 70003703	5,250.00-
SPOKANE TRANSIT AUTHORITY	PROFESSIONAL SERVICES CREDIT CARD PMT NO. - 70003703	5,250.00
TRINITY TRANSITIONAL HOUSING	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00622888	1,000.00-
TRINITY TRANSITIONAL HOUSING	PROFESSIONAL SERVICES	

	CHECK NO. - 00622888	1,000.00
TOTAL FOR 1360 - GENERAL FUND GRANTS		0.00

1380 - SPOKANE SAFE STREETS FOR ALL

ERICK C FAHSHOLTZ	PHOTO RED FINES	
2430 S HELENA CT	CHECK NO. - 00623025	145.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1380 - SPOKANE SAFE STREETS FOR ALL		145.00

1390 - URBAN FORESTRY FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00623022	50.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00623031	247.59
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80157868	368.90
TOTAL FOR 1390 - URBAN FORESTRY FUND		666.49

1400 - PARKS AND RECREATION FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00623022	5,575.00
PROVIDENCE OCCUPATIONAL	BACKGROUND CHECKS	
MEDICINE SPOKANE DOWNTOWN	CHECK NO. - 00622886	190.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00623031	35,400.60
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80157868	37,812.62
TOTAL FOR 1400 - PARKS AND RECREATION FUND		78,978.22

1430 - GRANTS OPERATIONS

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00623022	475.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS (CITY)	CHECK NO. - 00623031	2,455.26
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80157868	3,610.25
TOTAL FOR 1430 - GRANTS OPERATIONS		6,540.51

1460 - PARKING METER REVENUE FUND

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80157768	118.04
GALLS LLC	CLOTHING CREDIT CARD PMT NO. - 70003679	305.24

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00623022	760.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00623031	3,043.06
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80157868	4,469.03
TOTAL FOR 1460 - PARKING METER REVENUE FUND		8,695.37

1510 - SPOKANE UNITED 911 NETWORK

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00623022	1,623.95
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80157798	160.57
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00623031	12,913.56
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80157868	18,997.43
TOTAL FOR 1510 - SPOKANE UNITED 911 NETWORK		33,695.51

1620 - PUBLIC SAFETY & JUDICIAL GRANT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00623022	925.06
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS (CITY)	CHECK NO. - 00623031	337.29
	TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT	1,262.35

1680 - HOUSING AND HOMELESS SERVICES

DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80157833	337.94
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00623022	851.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00623031	4,093.79
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80157868	5,580.59
	TOTAL FOR 1680 - HOUSING AND HOMELESS SERVICES	10,863.32

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1775 - LEGAL SVCS AND RELOCATION FUND

DANIELLE WILSON	LEGAL SERVICES	
2721 N CRESTLINE	CHECK NO. - 00622899	2,000.00
JOANNE TABOR	LEGAL SERVICES	
2721 N CRESTLINE	CHECK NO. - 00622898	2,000.00
	TOTAL FOR 1775 - LEGAL SVCS AND RELOCATION FUND	4,000.00

1970 - SPOKANE FIRE DEPARTMENT

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80157821	223.87
AMERICAN PRIDE HOTEL, LLC	PERMIT REFUNDS PAYABLE	
PO BOX 1226	CHECK NO. - 00622881	38.00
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80157765	11,750.22
EVERGREEN STATE TOWING LLC	TOWING EXPENSE	
DBA SPOKANE VALLEY TOWING	ACH PMT NO. - 80157699	1,278.65
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80157838	1,087.63
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80157838	267.22

GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80157779	3,693.23
HEALTHCALL LLC ATTN: ACCOUNTING	CONTRACTUAL SERVICES ACH PMT NO. - 80157651	1,309.20
HONEYWELL ANALYTICS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80157708	6,395.00
HUGHES FIRE EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY CREDIT CARD PMT NO. - 70003687	10,723.48
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00623022	9,145.19
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00623024	63,422.95
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80157784	183.73
LUSDEN SPECIALTIES DBA LANDLOCKED DIVERS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80157652	5,439.73
NAPA AUTO PARTS GENUINE PARTS CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80157654	1,263.54

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80157654	1,390.81
NORCO INC	SAFETY SUPPLIES CREDIT CARD PMT NO. - 70003689	126.97
POMP'S TIRE SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80157792	288.02
POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80157792	4,780.91
POMP'S TIRE SERVICE INC	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80157724	3,378.08
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00622925	539.65
SPOKANE EMERGENCY PHYSICIANS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80157806	16,862.60
STERICYCLE INC DBA SHRED-IT	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80157808	1,346.55
TRACE ANALYTICS LLC	EQUIPMENT REPAIRS/MAINTENANCE	

	ACH PMT NO. - 80157658	200.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00623031	33,028.51
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80157868	8,605.85
W W GRAINGER INC	MINOR EQUIPMENT	
DBA GRAINGER	ACH PMT NO. - 80157649	108.82
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE	
	-	18.20
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES	
	-	581.95
	TOTAL FOR 1970 - SPOKANE FIRE DEPARTMENT	187,478.56

1990 - TRANSPORTATION BENEFIT FUND

SHAMROCK PAVING CO/DIV OF	CONTRACTUAL SERVICES	
MURPHY BROS INC	ACH PMT NO. - 80157856	738,695.79
	TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND	738,695.79

3200 - ARTERIAL STREET FUND

N A DEGERSTROM INC	CONSTRUCTION OF FIXED ASSETS	
	CHECK NO. - 00622895	541,848.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

THOMAS DEAN & HOSKINS INC	CONSTRUCTION OF FIXED ASSETS	
	CREDIT CARD PMT NO. - 70003680	29,297.78
	TOTAL FOR 3200 - ARTERIAL STREET FUND	571,145.78

4100 - WATER & HYDROELECTRIC SERVICES

ENTERPRISE FM TRUST	OPERATING RENTALS/LEASES	
ATTN: CUSTOMER BILLING	ACH PMT NO. - 80157698	1,033.75
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	ACH PMT NO. - 80157839	6.68
GEE AUTOMOTIVE LIBERTY LAKE	VEHICLES	
LLC DBA MERCEDES-BENZ OF	ACH PMT NO. - 80157648	73,161.45
GOLDEN EMPIRE REALTY	REFUNDS	

2910 E FRANCIS AVE	CHECK NO. - 00622906	592.95
H D FOWLER COMPANY	INVENTORY PURCHASES FOR WATER	
	ACH PMT NO. - 80157707	1,329.36
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00623022	8,655.00
JAMES AND BARBARA GROVES	REFUNDS	
2005 W COURTLAND AVE	CHECK NO. - 00622878	154.97
JEANETTE BOND	REFUNDS	
1218 E 30TH AVE UNIT 7	CHECK NO. - 00622915	130.05
KODIAK GENERAL CONTRACTING	REFUNDS	
PO BOX 11742	CHECK NO. - 00622909	220.43
LAKESHORE CORPORATION	REFUNDS	
218 MAIN ST PMB 169	CHECK NO. - 00622910	376.40
MATTHEW AND ANGELICA CANNON	REFUNDS	
17821 N COLFAX ST	CHECK NO. - 00622879	178.67
NATIONAL COLOR GRAPHICS INC	PRINTING/BINDING/REPRO	
	CREDIT CARD PMT NO. - 70003688	4,107.62
ROY AND JENNIFER LAMB	REFUNDS	
11307 E COYOTE ROCK LN	CHECK NO. - 00622880	96.42
SIGNS FOR SUCCESS INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80157732	1,751.41
STEVEN TURNER	REFUNDS	
1449 N LAPEARL RD	CHECK NO. - 00622882	131.08
TIMOTHY MOREAU	PERMITS/OTHER FEES	
	ACH PMT NO. - 80157871	215.00
TITAN TRUCK EQUIPMENT	REPAIR & MAINTENANCE SUPPLIES	
	CREDIT CARD PMT NO. - 70003694	263.84

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00623031	40,811.45
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80157868	59,987.92
WINDERMERE LEASE SOURCE	REFUNDS	
102 E BALDWIN AVE	CHECK NO. - 00622911	276.71
	TOTAL FOR 4100 - WATER & HYDROELECTRIC SERVICES	193,481.16

4250 - INTEGRATED CAPITAL MANAGEMENT

CARAHSOFT TECHNOLOGY CORP	MINOR EQUIPMENT ACH PMT NO. - 80157825	336.57
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00623022	1,130.00
LSB CONSULTING ENGINEERS PLLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80157653	1,890.00
PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80157656	6,206.25
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00623031	6,178.05
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80157868	9,104.53
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		24,845.40

4310 - SEWER MAINTENANCE DIVISION

AT&T MOBILITY	CELL PHONE CHECK NO. - 00623016	822.34
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80157758	163.92
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80157758	22.34
DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80157833	957.32
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00623022	2,785.00
PRORATE AND FUEL TAX DEPT OF LICENSING	WA DEPT OF REVENUE CHECK NO. - 00623000	2,640.46
PROVIDENCE OCCUPATIONAL MEDICINE SPOKANE DOWNTOWN	MEDICAL SERVICES CHECK NO. - 00622886	700.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE COUNTY TITLE CO	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80157737	109.10
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00623031	12,293.11
US BANK TRUST NA	RETIREMENT	

OR CITY OF SPOKANE	ACH PMT NO. - 80157868	18,130.53
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80157816	1,513.50
TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		40,137.62

4320 - RIVERSIDE PARK RECLAMATION FAC

CB PACIFIC INC	MINOR EQUIPMENT	
	ACH PMT NO. - 80157645	3,713.76
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00622876	2,219.86
COLUMBIA RIVER CARBONATES	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80157827	17,617.31
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80157695	817.79
ELJAY OIL CO INC	LUBRICANTS	
	CREDIT CARD PMT NO. - 70003705	4,575.33
ENTERPRISE FM TRUST	OPERATING RENTALS/LEASES	
ATTN: CUSTOMER BILLING	ACH PMT NO. - 80157698	497.27
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	ACH PMT NO. - 80157647	46.33
FISHER SCIENTIFIC	OPERATING SUPPLIES	
	ACH PMT NO. - 80157774	3,301.85
HARRINGTON INDUSTRIAL PLASTICS	OPERATING SUPPLIES	
LLC	CREDIT CARD PMT NO. - 70003674	18.97
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00623022	6,649.15
JWC ENVIRONMENTAL INC	REPAIR & MAINTENANCE SUPPLIES	
	CREDIT CARD PMT NO. - 70003676	54,671.29
NATIONAL ASSOCIATION OF CLEAN	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
WATER AGENCIES	ACH PMT NO. - 80157655	21,660.00
PARAMETER LLC	OPERATING SUPPLIES	
	ACH PMT NO. - 80157790	1,534.32
PHENOVA INC	OPERATING SUPPLIES	
	ACH PMT NO. - 80157657	193.49

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

POLYDYNE INC	CHEMICAL/LAB SUPPLIES	

	CREDIT CARD PMT NO. - 70003700	40,863.41
PROVIDENCE OCCUPATIONAL MEDICINE SPOKANE DOWNTOWN	MEDICAL SERVICES CHECK NO. - 00622886	670.00
SPOKANE COUNTY TREASURER	PRIOR PERIOD ADJUSTMENT ACH PMT NO. - 80157805	238,008.04
T-MOBILE	CELL PHONE CHECK NO. - 00622889	985.66
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00623031	34,887.67
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80157868	51,883.98
W W GRAINGER INC DBA GRAINGER	OPERATING SUPPLIES ACH PMT NO. - 80157780	1,091.45
TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC		485,906.93

4330 - STORMWATER

AARDVARK BARK BLOWING & LANDSCAPE SERVICES LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80157644	49,913.28
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80157823	505.61
CENTURYLINK	TELEPHONE CHECK NO. - 00622876	590.09
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00623022	1,425.00
NORTH SPOKANE IRRIGATION DIST #8	PUBLIC UTILITY SERVICE CHECK NO. - 00622883	103.45
STARPLEX CORP	CONTRACTUAL SERVICES ACH PMT NO. - 80157807	11,403.74
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00623031	6,414.18
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80157868	9,334.33
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80157816	77.48
TOTAL FOR 4330 - STORMWATER		79,767.16

4480 - SOLID WASTE FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CONTAINER MANAGEMENT 9811 S IH 35 BLDG 5 STE 110	REFUNDS CHECK NO. - 00622913	1,000.00
TOTAL FOR 4480 - SOLID WASTE FUND		1,000.00

4490 - SOLID WASTE DISPOSAL

AMERICAN ALLOY LLC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00622902	5,283.16
ELJAY OIL CO INC	LUBRICANTS CREDIT CARD PMT NO. - 70003684	1,182.70
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR CREDIT CARD PMT NO. - 70003684	2,723.80
GENERAL KINEMATICS CORPORATION	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70003685	39,448.70
GRAYMAR ENVIRONMENTAL SERVICES INC	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80157650	2,821.98
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00623022	3,870.00
NORCO INC	CHEMICAL/LAB SUPPLIES CREDIT CARD PMT NO. - 70003689	350.13
NORCO INC	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70003689	112.78
NORFOLK BEARINGS & SUPPLY CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80157719	3,714.20
ORKIN	PROFESSIONAL SERVICES CHECK NO. - 00622884	247.38
PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80157722	39,408.48
PETE LIEN & SONS INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80157722	1,418.30
PROVIDENCE OCCUPATIONAL MEDICINE SPOKANE DOWNTOWN	MEDICAL SERVICES CHECK NO. - 00622886	3,335.00
TERRY D SOMERS	PERSONAL PROTECTIVE EQUIPMENT CHECK NO. - 00622887	152.45
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00623031	25,759.53
US BANK TRUST NA	RETIREMENT	

OR CITY OF SPOKANE	ACH PMT NO. - 80157868	35,241.27
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	3,927.82

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ZAMPELL ADVANCED REFRACTORY TECHNOLOGIES INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80157749	3,329.23
TOTAL FOR 4490 - SOLID WASTE DISPOSAL		172,326.91

4500 - SOLID WASTE COLLECTION

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80157663	2,058.95
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80157663	240.61
CASCADE ENGINEERING INC	MINOR EQUIPMENT ACH PMT NO. - 80157763	110,451.76
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80157772	554.20
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00623022	4,950.00
PROVIDENCE OCCUPATIONAL MEDICINE SPOKANE DOWNTOWN	MEDICAL SERVICES CHECK NO. - 00622886	935.00
TRACE BRADBURN	LODGING CHECK NO. - 00622875	364.98
TRACE BRADBURN	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00622875	274.74
TRACE BRADBURN	PER DIEM CHECK NO. - 00622875	200.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00623031	27,297.10
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80157868	39,815.32
WASTEQUIP WASHINGTON	MACHINERY/EQUIPMENT CHECK NO. - 00623002	75,696.18
TOTAL FOR 4500 - SOLID WASTE COLLECTION		262,838.84

4600 - GOLF FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00623022	771.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00623031	5,898.68
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80157868	5,365.26

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4600 - GOLF FUND	12,034.94

4700 - DEVELOPMENT SERVICES

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80157768	439.23
ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING	OPERATING RENTALS/LEASES ACH PMT NO. - 80157698	1,679.69
GRAHAM SILCHER 611 S CONKLIN ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00622896	249.65
HIGH ENERGY ELECTRIC 918 E LAKE RD	PERMIT REFUNDS PAYABLE CHECK NO. - 00622914	156.62
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00623022	3,319.38
MAINSTREAM ELECTRIC LLC 12822 E INDIANA AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00622924	195.59
OK ELECTRIC INC 3721 E CENTRAL AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00622897	7.38
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00623031	17,446.83
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80157868	25,406.92

TOTAL FOR 4700 - DEVELOPMENT SERVICES	48,901.29

5100 - FLEET SERVICES FUND

AT&T MOBILITY	CELL PHONE CHECK NO. - 00622893	143.62
AVISTA UTILITIES	COMPRESSED NATURAL GAS FUEL	

	ACH PMT NO. - 80157663	64,310.98
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80157663	6,790.15
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80157663	247.26
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES	
	CREDIT CARD PMT NO. - 70003678	1,448.72
COBALT TRUCK EQUIPMENT	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80157826	6,470.21
CORWIN OF SPOKANE LLC	EQUIPMENT REPAIRS/MAINTENANCE	
CORWIN FORD SPOKANE	ACH PMT NO. - 80157831	10,578.51

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FLEETCOR TECHNOLOGIES INC	MOTOR FUEL-OUTSIDE VENDOR	
DBA FUELMAN	ACH PMT NO. - 80157703	44,284.85
GENUINE PARTS COMPANY	VEHICLE REPAIR & MAINT SUPPLY	
DBA NAPA AUTO PARTS	ACH PMT NO. - 80157717	603.19
GORDON TRUCK CENTERS INC DBA	EQUIPMENT REPAIRS/MAINTENANCE	
PACIFIC TRUCK CENTERS	ACH PMT NO. - 80157706	4,936.41
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00623022	1,720.00
INDUSTRIAL WELDING CO INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80157669	4,591.02
JEFF L ROGERS	EQUIPMENT REPAIRS/MAINTENANCE	
DBA JEFFS CUSTOM AUTO DETAIL	ACH PMT NO. - 80157671	294.51
LEAVITT MACHINERY USA INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80157672	551.92
MEGA WASH LLC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80157673	4,294.09
POMP'S TIRE SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80157675	9,063.00
POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80157675	7,421.44
PRORATE AND FUEL TAX	MOTOR FUEL-OUTSIDE VENDOR	
DEPT OF LICENSING	CHECK NO. - 00622999	7,349.22
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80157742	33,024.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS (CITY)	CHECK NO. - 00623031	9,065.85
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80157868	13,870.68
WATERCO OF THE PACIFIC NORTH	OPERATING SUPPLIES	
WEST, INC	CHECK NO. - 00622996	114.04
TOTAL FOR 5100 - FLEET SERVICES FUND		231,173.67

5200 - PUBLIC WORKS AND UTILITIES

DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80157769	388.50
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00623022	1,020.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00623031	4,897.34

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80157868	7,098.02
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80157661	85.72
TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		13,489.58

5300 - IT FUND

CENTURYLINK	TELEPHONE	
	CHECK NO. - 00622995	3,550.05
COMCAST	IT/DATA SERVICES	
	CHECK NO. - 00622904	366.71
COMPUNET INC	HARDWARE MAINTENANCE	
LB 410802	ACH PMT NO. - 80157828	118,066.25
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80157695	5,531.13
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00623022	2,456.00
PERFORCE SOFTWARE INC	SUBSCRIPTION BASED IT ARNGMTS	
	ACH PMT NO. - 80157791	38,079.18
PRO MECHANICAL SERVICES INC	HARDWARE MAINTENANCE	

	ACH PMT NO. - 80157853	3,619.05
SYSTEMS AND SOFTWARE INC DBA SYSTEMS AND SOFTWARE	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80157678	261,939.20
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00623031	16,398.31
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80157868	22,086.11
TOTAL FOR 5300 - IT FUND		472,091.99

5500 - PURCHASING AND CONTRACTS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00623022	550.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00623031	2,558.76
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80157868	3,747.39
TOTAL FOR 5500 - PURCHASING AND CONTRACTS		6,856.15

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5600 - ACCOUNTING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00623022	2,180.00
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80157798	59.93
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00623031	9,756.02
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80157868	13,846.07
TOTAL FOR 5600 - ACCOUNTING SERVICES		25,842.02

5700 - SPOKANE 311

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00623022	720.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00623031	3,510.41

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80157868	4,319.02

TOTAL FOR 5700 - SPOKANE 311		8,549.43

5750 - OFFICE OF PERFORMANCE MGMT

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00623022	301.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00623031	1,725.65
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80157868	2,535.63

TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT		4,562.28

5800 - RISK MANAGEMENT FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00623022	75.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00623031	252.13
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80157868	369.78

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5800 - RISK MANAGEMENT FUND	696.91

5810 - WORKERS' COMPENSATION FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00623022	75.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00623031	260.68
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80157868	417.12
VICTOR J GIAMPIETRI II	CONTRACTUAL SERVICES	
DBA WA STATE FIRST AID	ACH PMT NO. - 80157818	1,527.40

TOTAL FOR 5810 - WORKERS' COMPENSATION FUND 2,280.20

5820 - UNEMPLOYMENT COMPENSATION FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00623022	7.49
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00623031	31.13
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80157868	45.87

TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND 84.49

5830 - EMPLOYEES BENEFITS FUND

DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80157834	47,309.65
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00623022	170.01
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80157844	126,175.19
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80157725	395,742.86
REHN & ASSOCIATES	CONTRACTUAL SERVICES ACH PMT NO. - 80157794	552.00
REHN & ASSOCIATES SPOKANE CITY TREASURER	INSURANCE ADMINISTRATION ACH PMT NO. - 80157795	1,732.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00623031	862.03

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80157868	1,217.23

TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND 573,761.47

5900 - FACILITIES MANAGEMENT FUND OPS

ABM INDUSTRY GROUPS LLC DBA ABM JANITORIAL SERVICES	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80157755	12,741.38
AMERICAN SPRINKLER REPAIR	LANDSCAPE/GROUNDS MAINT	

AND LANDSCAPE LLC	ACH PMT NO. - 80157757	518.23
FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80157841	490.96
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80157840	183.75
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00623022	617.16
ORKIN	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00622884	997.53
STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80157740	38,522.33
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00623031	3,737.41
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80157868	5,555.09
WALTER E NELSON CO	OPERATING SUPPLIES CHECK NO. - 00622891	209.95
TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS		63,573.79

5901 - ASSET MANAGEMENT FUND CAPITAL

CAMCO CONSTRUCTION INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80157824	81,408.61
TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL		81,408.61

5902 - PROPERTY ACQUISITION POLICE

APPLIED CONCEPTS INC	IF CAPITAL COMMISSIONING ACH PMT NO. - 80157687	6,364.74
GALLS LLC	CLOTHING CREDIT CARD PMT NO. - 70003706	21,693.36

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5902 - PROPERTY ACQUISITION POLICE	28,058.10

5903 - PROPERTY ACQUISITION FIRE

MES I ACQUISITION INC	MINOR EQUIPMENT	

MES SERVICE COMPANY LLC	ACH PMT NO. - 80157776	21,812.61
WA STATE DEPT OF NATURAL RESOURCES	MINOR EQUIPMENT CHECK NO. - 00623001	13,887.34
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	1,263.75
TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE		36,963.70

6100 - RETIREMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00623022	295.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00623031	1,128.11
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80157868	1,646.05
TOTAL FOR 6100 - RETIREMENT		3,069.16

6200 - FIREFIGHTERS' PENSION FUND

ANDREW PILLE	SERVICE REIMBURSEMENT ACH PMT NO. - 80157681	3,036.00
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80157834	1,939.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80157725	9,445.94
SHANNON RILEY	SERVICE REIMBURSEMENT ACH PMT NO. - 80157682	22,780.00
TOMMY E JAMES C/O STACIE FLOYD	SERVICE REIMBURSEMENT ACH PMT NO. - 80157680	1,400.00
WELDON WOLFE	SERVICE REIMBURSEMENT ACH PMT NO. - 80157683	4,340.00
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		42,940.94

6300 - POLICE PENSION

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT	

	ACH PMT NO. - 80157834	808.00
JACK TEIGEN	SERVICE REIMBURSEMENT	
	CHECK NO. - 00622900	5,215.00
PREMERA BLUE CROSS OR	SERVICE REIMBURSEMENT	
SPOKANE CITY TREASURER	ACH PMT NO. - 80157725	2,874.25
TERRY CARE GROUP LLC	SERVICE REIMBURSEMENT	
dba MURANO SENIOR LIVING	CHECK NO. - 00622901	10,216.00
YEKATERINA A MELNIKOVA	SERVICE REIMBURSEMENT	
DBA FAITH ADULT FAMILY HOME	ACH PMT NO. - 80157666	10,000.00
TOTAL FOR 6300 - POLICE PENSION		29,113.25

6730 - PARKING & BUSINESS IMPROV DIST

DOWNTOWN SPOKANE PARTNERSHIP	DUE TO OTHER GOVERNMENTAL UNIT	
	ACH PMT NO. - 80157762	150,651.96
EAST SPOKANE BUSINESS	OTHER MISC CHARGES	
ASSOCIATION	ACH PMT NO. - 80157836	19,229.01
TOTAL FOR 6730 - PARKING & BUSINESS IMPROV DIST		169,880.97

6960 - SALARY CLEARING FUND NEW

CHILD SUPPORT SERVICES	IDAHO CHILD SUPPORT SERVICE	
IDAHO CHILD SUPPORT RECEIPTING	CHECK NO. - 00623018	731.80
DEPT OF HEALTH & SOCIAL	DEPT OF SOCAIL & HEALTH SERV	
SERVICES	CHECK NO. - 00623019	50.00
DIGNITARY PROTECTION TEAM FUND	DIGNITARY PROTECTION TEAM FUND	
% SPOKANE LAW ENFORCEMENT C U	ACH PMT NO. - 80157835	240.00
EDU MEMBERSHIP FUND	EDU MEMBERSHIP FUND	
% SPOKANE LAW ENFORCEMENT C U	ACH PMT NO. - 80157837	30.00
HUMAN RESOURCES	HUMAN RESOURCES	
RE: PARKING FEES	CHECK NO. - 00623021	887.50
ICMA RETIREMENT TRUST 457	ICMA RETIREMENT TRUST 457D	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00623022	356,085.69
ICMA RETIREMENT TRUST 457 LOAN	ICMA RETR 457D LOAN PAYMENT	
PAYMENT	CHECK NO. - 00623023	64,890.03
ING LIFE INSURANCE & ANNUITY	ING LIFE INSURANCE&ANNUITY CO	
OR CITY OF SPOKANE TREAURER	CHECK NO. - 00623024	115,434.97
LT & CAPT ASSOCIATION - LTD	LTD - LTS & CAPTS	
	ACH PMT NO. - 80157846	747.50

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80157847	46.00
M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80157848	3,710.65
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00623026	5.00
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80157842	648.00
PRE-PAID LEGAL SERVICES INC LEGALSHIELD	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00623027	319.27
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80157854	6,638.47
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80157854	21,602.21
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS INC EE ACH PMT NO. - 80157861	83,341.60
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS MEDSFO EE ACH PMT NO. - 80157861	2,322.74
SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE BENEFIT TRUST-VOL LIFE ACH PMT NO. - 80157862	491.70
SPOKANE FIRE FIGHTERS BENEFIT TRUST	MEDFCH (EE) ACH PMT NO. - 80157861	874.66
SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80157857	382.50
SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80157858	6,048.50
SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80157863	1,098.27
SPOKANE POLICE GUILD LONG TERM DISABILITY	POLICE GUILD LTD ACH PMT NO. - 80157860	21,060.00
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80157859	225.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80157865	730.00
SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80157867	880.00
STANDARD INSURANCE COMPANY	STANDARD INSURANCE CO(VL/E)	

	ACH PMT NO. - 80157864	9,750.00
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D CHILD	
	ACH PMT NO. - 80157864	165.60

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D SPOUSE	
	ACH PMT NO. - 80157864	2,002.80
STATE DISBURSMENT UNIT	STATE DISBURSEMENT UNIT	
ATTN: EMPLOYER PAYMENTS	CHECK NO. - 00623028	746.01
SUTTELL & HAMMER PS	SUTTELL HAMMER GARNISHMENT	
	CHECK NO. - 00623029	2,193.82
UNITED STATES TREASURY	UNITED STATES TREASURY	
INTERNAL REVENUE SERVICE/ ACS	CHECK NO. - 00623030	12.50
US BANK OR CITY TREASURER	FICA WITHHOLDING-CITY	
EMP BENEFITS (CITY)	CHECK NO. - 00623031	370,519.53
US BANK OR CITY TREASURER	FIT WITHHOLDING-CITY	
EMP BENEFITS (CITY)	CHECK NO. - 00623031	1,017,344.05
US BANK OR CITY TREASURER	MEDI WITHHOLDING-CITY	
EMP BENEFITS (CITY)	CHECK NO. - 00623031	152,227.63
US BANK TRUST NA	CITY RETIREMENT SYSTEM	
OR CITY OF SPOKANE	ACH PMT NO. - 80157868	630,728.02
VOYA FINANCIAL LOAN REPAYMENT	VOYA LOANS	
	CHECK NO. - 00623032	6,939.96
WA ESD BEN OVERPAYMENT	EMPLOYMENT SECURITY DEPT	
	CHECK NO. - 00623020	572.49
WA GET PROGRAM	WA GET PROGRAM	
	CHECK NO. - 00623033	375.00
WA ST COUNCIL OF CITY & COUNTY	WA ST COUNCIL OF CITY&CO EMPL	
EMPLOYEES	ACH PMT NO. - 80157869	33,516.70
WA STATE SUPPORT REGISTRY OR	WA STATE CHILD SUPPORT	
CITY OF SPOKANE TREASURER	CHECK NO. - 00623036	16,998.50
WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO	
	ACH PMT NO. - 80157870	345.50

TOTAL FOR 6960 - SALARY CLEARING FUND NEW		2,933,960.17

TOTAL CLAIMS		8,715,652.93

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	5,791.72	95.41	98.14
00622875	TRACE BRADBURN	839.72		
00622876	CENTURYLINK	2,809.95		
00622877	EDWARDS, TIMOTHY	7,780.00		
00622878	JAMES AND BARBARA GROVES	154.97		
00622879	MATTHEW AND ANGELICA CANNON	178.67		
00622880	ROY AND JENNIFER LAMB	96.42		
00622881	AMERICAN PRIDE HOTEL, LLC	38.00		
00622882	STEVEN TURNER	131.08		
00622883	NORTH SPOKANE IRRIGATION	103.45		
00622884	ORKIN	1,244.91		
00622885	BLUE TRITON BRANDS INC	90.49		
00622886	PROVIDENCE OCCUPATIONAL	7,780.00		
00622887	TERRY D SOMERS	152.45		
00622888	TRINITY TRANSITIONAL HOUSING	1,000.00		
00622889	T-MOBILE	985.66		
00622890	WA STATE DEPT OF REVENUE	39,413.58		
00622891	WALTER E NELSON CO	209.95		
00622892	FIRST AMERICAN TITLE INS CO	450.00		
00622893	AT&T MOBILITY	909.58		
00622894	WATERCO OF THE PACIFIC NORTH	51.92		
00622895	N A DEGERSTROM INC	541,848.00		
00622896	GRAHAM SILCHER	249.65		
00622897	OK ELECTRIC INC	7.38		
00622898	JOANNE TABOR	2,000.00		
00622899	DANIELLE WILSON	2,000.00		
00622900	JACK TEIGEN	5,215.00		
00622901	TERRY CARE GROUP LLC	10,216.00		
00622902	AMERICAN ALLOY LLC	5,283.16		
00622903	COMCAST	389.90		
00622904	COMCAST	366.71		
00622905	ROBIN R DEAN	265.00		
00622906	GOLDEN EMPIRE REALTY	592.95		
00622907	KODIAK GENERAL CONTRACTING	69.90		
00622908	KODIAK GENERAL CONTRACTING	24.44		
00622909	KODIAK GENERAL CONTRACTING	126.09		
00622910	LAKESHORE CORPORATION	376.40		
00622911	WINDERMERE LEASE SOURCE	276.71		
00622912	CONTAINER MANAGEMENT	500.00		
00622913	CONTAINER MANAGEMENT	500.00		
00622914	HIGH ENERGY ELECTRIC	156.62		
00622915	JEANETTE BOND	130.05		
00622916	MAINSTREAM ELECTRIC LLC	42.44		
00622917	MAINSTREAM ELECTRIC LLC	14.76		
00622918	MAINSTREAM ELECTRIC LLC	14.35		
00622919	MAINSTREAM ELECTRIC LLC	41.00		
00622920	MAINSTREAM ELECTRIC LLC	14.35		
00622921	MAINSTREAM ELECTRIC LLC	15.38		
00622922	MAINSTREAM ELECTRIC LLC	15.38		
00622923	MAINSTREAM ELECTRIC LLC	7.18		
00622924	MAINSTREAM ELECTRIC LLC	30.75		
00622925	SIX ROBBLEES INC	539.65		
00622926	WALTER E NELSON CO	247.28		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00622927	BLACKSTONE AUDIO INC		449.94	
00622928	GRACE ANDERSON		150.00	
00622929	BRIAN LYNCH		150.00	
00622930	HENRY SEWARD		200.00	
00622931	CAROLINE SKOBALSKI		250.00	
00622932	JEFF THOMAS		150.00	
00622933	REESE WALKER		250.00	
00622934	WA STATE PATROL		44.00	
00622935	ADAMS TRACTOR CO INC			4,203.40
00622936	ALCOBRA METALS INC			490.72
00622937	CENTURYLINK			718.19
00622938	WATERCO OF THE PACIFIC NORTH			111.66
00622939	BERRY ELLISON			69.01
00622940	THE ENGRAVER INC			30.55
00622941	GENERAL STORE INC			146.12
00622942	HAJOCA CORPORATION			249.99
00622943	INLAND EMPIRE FIRE PROTECTIO			280.00
00622944	KELLER SUPPLY COMPANY			614.30
00622945	MIRACLE PLAYSYSTEMS II, LLC			1,449.77
00622946	CSWW INC			544.49
00622947	PACIFIC PLUMBING SUPPLY			967.39
00622948	CAREER PATH SERVICES	7,751.65		
00622993	ACCESS INFORMATION HOLDINGS	3,934.37		
00622994	AT&T MOBILITY	76.84		
00622995	CENTURYLINK	3,550.05		
00622996	WATERCO OF THE PACIFIC NORTH	114.04		
00622997	INTEGRIS CONTRACTING INC	356.94		
00622998	CONSERVICE LLC	118.14		
00622999	PRORATE AND FUEL TAX	7,349.22		
00623000	PRORATE AND FUEL TAX	2,640.46		
00623001	WA STATE DEPT OF NATURAL	13,887.34		
00623002	WASTEQUIP WASHINGTON	75,696.18		
00623003	COMCAST			188.40
00623004	COMCAST			188.40
00623005	COMCAST			198.03
00623006	COMCAST			224.34
00623007	COMCAST			786.46
00623008	WATERCO OF THE PACIFIC NORTH			52.99
00623009	GENERAL STORE INC			951.53
00623010	HERE & THERE LLC			1,149.50
00623011	CSWW INC			92.71
00623012	PACIFIC PLUMBING SUPPLY			4.36
00623013	RODDA PAINT CO			380.90
00623014	AMBER PARK			1,333.00
00623015	SPOKANE COUNTY TITLE CO	460.00		
00623016	AT&T MOBILITY	822.34		
00623017	CENTURYLINK	414.35		

00623018	CHILD SUPPORT SERVICES	731.80
00623019	DEPT OF HEALTH & SOCIAL	50.00
00623020	WA ESD BEN OVERPAYMENT	572.49
00623021	HUMAN RESOURCES	887.50
00623022	ICMA RETIREMENT TRUST 457	554,015.42
00623023	ICMA RETIREMENT TRUST 457 LO	64,890.03

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00623024	ING LIFE INSURANCE & ANNUITY	178,857.92		
00623025	ERICK C FAHSHOLTZ	145.00		
00623026	PEOPLE QUALIFIED COMMITTEE	5.00		
00623027	PRE-PAID LEGAL SERVICES INC	319.27		
00623028	STATE DISBURSMENT UNIT	746.01		
00623029	SUTTELL & HAMMER PS	2,193.82		
00623030	UNITED STATES TREASURY	12.50		
00623031	US BANK OR CITY TREASURER	2,058,808.61		
00623032	VOYA FINANCIAL LOAN REPAYMEN	6,939.96		
00623033	WA GET PROGRAM	375.00		
00623034	WA STATE BAR ASSOCIATION	137.00		
00623035	WA STATE BAR ASSOCIATION	137.00		
00623036	WA STATE SUPPORT REGISTRY OR	16,998.50		
00623037	BLACKSTONE AUDIO INC		240.22	
00623038	CENTER POINT PUBLISHING INC		358.38	
00623039	REMELISA CULLITAN		78.58	
00623040	MAGUIRE INSURANCE AGENCY INC		59.00	
00623041	STEVEN MOORE			1,076.00
70003674	HARRINGTON INDUSTRIAL PLASTI	18.97		
70003675	HUGHES FIRE EQUIPMENT INC	8,927.89		
70003676	JWC ENVIRONMENTAL INC	54,671.29		
70003677	POLYDYNE INC	34,022.84		
70003678	CINTAS CORPORATION	1,448.72		
70003679	GALLS LLC	305.24		
70003680	THOMAS DEAN & HOSKINS INC	29,297.78		
70003681	ALASKA RUBBER GROUP INC			206.53
70003682	NORTHWEST INDUSTRIAL SERVICE	495.36		
70003683	CINTAS CORPORATION		38.52	98.87
70003684	ELJAY OIL CO INC	3,906.50		
70003685	GENERAL KINEMATICS CORPORATI	39,448.70		
70003686	HORIZON DISTRIBUTORS			335.77
70003687	HUGHES FIRE EQUIPMENT INC	1,795.59		
70003688	NATIONAL COLOR GRAPHICS INC	4,107.62		
70003689	NORCO INC	589.88		219.86
70003690	O'REILLY AUTOMOTIVE STORES I			22.99
70003691	PLANET TURF			5,296.04
70003692	SPOKANE HOUSE OF HOSE INC			37.51
70003693	SPOKANE POWER TOOL & HDWE			684.04
70003694	TITAN TRUCK EQUIPMENT	263.84		
70003695	BI INC	10,337.86		
70003696	CINTAS CORPORATION			65.38

70003697	HORIZON DISTRIBUTORS			2.82
70003698	NORCO INC			125.68
70003699	PLANET TURF			272.50
70003700	POLYDYNE INC	6,840.57		
70003701	SPOKANE HOUSE OF HOSE INC			23.32
70003702	SPOKANE POWER TOOL & HDWE			74.12
70003703	SPOKANE TRANSIT AUTHORITY	10,158.00		
70003704	NORTHWEST INDUSTRIAL SERVICE	110.00		
70003705	ELJAY OIL CO INC	4,575.33		
70003706	GALLS LLC	26,048.80		
80157644	AARDVARK BARK BLOWING &	49,913.28		
80157645	CB PACIFIC INC	3,713.76		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80157646	FASTENAL CO	329.31		
80157647	FEDERAL EXPRESS CORP/DBA FED	46.33		
80157648	GEE AUTOMOTIVE LIBERTY LAKE	73,161.45		
80157649	W W GRAINGER INC	108.82		
80157650	GRAYMAR ENVIRONMENTAL SERVIC	2,821.98		
80157651	HEALTHCALL LLC	1,309.20		
80157652	LUSDEN SPECIALTIES	5,439.73		
80157653	LSB CONSULTING ENGINEERS PLL	1,890.00		
80157654	NAPA AUTO PARTS	2,654.35		
80157655	NATIONAL ASSOCIATION OF CLEA	21,660.00		
80157656	PARAMETRIX INC	6,206.25		
80157657	PHENOVA INC	193.49		
80157658	TRACE ANALYTICS LLC	200.00		
80157659	US BANK P CARD PAYMENTS	73,311.29		
80157660	US DOSIMETRY TECHNOLOGY INC	1,071.96		
80157661	VERIZON WIRELESS	793.85		
80157662	ACTION MATERIALS	47.47		
80157663	AVISTA UTILITIES	73,647.95		
80157664	CORWIN OF SPOKANE LLC	282.99		
80157665	EVERGREEN STATE TOWING LLC	46,339.46		
80157666	YEKATERINA A MELNIKOVA	10,000.00		
80157667	FASTENAL CO	676.35		
80157668	W W GRAINGER INC	265.16		
80157669	INDUSTRIAL WELDING CO INC	4,591.02		
80157670	INLAND POWER & LIGHT CO	75.38		
80157671	JEFF L ROGERS	294.51		
80157672	LEAVITT MACHINERY USA INC	551.92		
80157673	MEGA WASH LLC	4,294.09		
80157674	MOTOROLA SOLUTIONS INC	134.11		
80157675	POMP'S TIRE SERVICE INC	16,484.44		
80157676	SNAP FINANCIAL ACCESS	20,970.44		
80157677	SPOKANE EMERGENCY PHYSICIANS	8,431.30		
80157678	SYSTEMS AND SOFTWARE INC	261,939.20		
80157679	TRANSITIONS	32,438.75		
80157680	TOMMY E JAMES	1,400.00		

80157681	ANDREW PILLE	3,036.00			
80157682	SHANNON RILEY	22,780.00			
80157683	WELDON WOLFE	4,340.00			
80157684	AIRGAS INC				199.38
80157685	ALL SERVICE WEST TOWING	162.56			
80157686	ALSCO DIVISION OF ALSCO INC	32.18			
80157687	APPLIED CONCEPTS INC	19,186.33			
80157688	AVISTA UTILITIES		3,693.37		
80157689	A-PRO AUTO BODY AND TOWING	203.20			
80157690	BATTERY SYSTEMS INC				227.74
80157691	BRIDGE HOUSE ADVISORS CORP	3,483.28			
80157692	CATHOLIC CHARITIES	61,793.99			
80157693	CHASE YOUTH FOUNDATION	11,250.00			
80157694	COLEMAN OIL COMPANY LLC	6,695.45			2,061.08
80157695	COPIERS NORTHWEST INC	6,489.86			
80157696	DIVINES TOWING/DIV OF	325.12			
80157697	EDGE CONSTRUCTION SUPPLY				743.02
80157698	ENTERPRISE FM TRUST	4,351.91			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80157699	EVERGREEN STATE TOWING LLC	1,847.24		
80157700	SHELLEY FAIRWEATHER-VEGA		195.29	
80157701	FAMILY PROMISE OF SPOKANE	25,970.27		
80157702	FASTENAL CO			499.85
80157703	FLEETCOR TECHNOLOGIES INC	44,284.85		
80157704	FRANCIS AVENUE HARDWARE			76.08
80157705	FRONTIER BEHAVIORAL HEALTH		120.00	
80157706	GORDON TRUCK CENTERS INC DBA	6,032.45		
80157707	H D FOWLER COMPANY	1,329.36		
80157708	HONEYWELL ANALYTICS INC	6,395.00		
80157709	INGRAM LIBRARY SERVICES LLC		14,685.89	
80157710	INLAND POWER & LIGHT CO			121.19
80157711	KANOPY INC		4,867.00	
80157712	LILAC CITY SPRINKLERS		1,265.58	
80157713	MARTIN LUTHER KING JR FAMILY	24,266.90		
80157714	MICROSOFT CORPORATION		1,356.00	
80157715	MIDWEST TAPE		1,666.78	
80157716	MUTUAL MATERIALS CO INC			64.31
80157717	GENUINE PARTS COMPANY	603.19		
80157718	NE COMMUNITY CENTER ASSN	14,733.53		
80157719	NORFOLK BEARINGS & SUPPLY CO	3,714.20		
80157720	OVERDRIVE INC		31,132.73	
80157721	THE PART WORKS INC			977.27
80157722	PETE LIEN & SONS INC	40,826.78		
80157723	REXEL INC			1,054.12
80157724	POMP'S TIRE SERVICE INC	6,726.20		
80157725	PREMERA BLUE CROSS OR	408,063.05		
80157726	PRO MECHANICAL SERVICES INC	1,749.35		
80157727	THE SALVATION ARMY	41,666.68		

80157728	SECURITAS SECURITY SERVICES		18,776.93		
80157729	SHAMROCK MANUFACTURING INC	84,616.80			
80157730	SHERWIN WILLIAMS CO				269.86
80157731	SHI CORP	136.29			
80157732	SIGNS FOR SUCCESS INC	1,751.41			
80157733	SIRCHIE ACQUISITION COMPANY	3,485.83			
80157734	SPOKANE NEIGHBORHOOD ACTION	17,453.94			
80157735	SPECIALTY MOBILE MIX INC	752.79			
80157736	HESTON HARDWARE				608.03
80157737	SPOKANE COUNTY TITLE CO	109.10			
80157738	COWLES PUBLISHING COMPANY	109.55			
80157739	W B SPRAGUE COMPANY INC				212.90
80157740	STARPLEX CORP	39,196.24	1,824.15		
80157741	STONEWAY ELECTRIC SUPPLY				875.37
80157742	TOBY'S BODY & FENDER INC	33,024.00			
80157743	TRANSITIONS	17,949.64			
80157744	TRANSMAP CORPORATION	62,781.56			
80157745	VAN ENGELEN INC				358.20
80157746	VESTIS GROUP INC	89.69			
80157747	VOLUNTEERS OF AMERICA OF	54,722.71			
80157748	WESTERN EQUIPMENT DISTRIBUTO				4,864.39
80157749	ZAMPELL ADVANCED REFRACTORY	3,329.23			
80157750	WILLIAMS TOWING & RECOVERY L	243.84			
80157751	YWCA	31,159.18			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80157752	THOMAS HERRLINGER		26.04	
80157753	JONATHAN ROSARIO		44.30	
80157754	SINSEL, MATHEW	102.00		
80157755	ABM INDUSTRY GROUPS LLC	12,741.38		
80157756	ACI NORTHWEST INC			3,829.42
80157757	AMERICAN SPRINKLER REPAIR	518.23		
80157758	AVISTA UTILITIES	186.26		
80157759	AXON ENTERPRISE INC	4,189.44		
80157760	BLX GROUP LLC	2,500.00		
80157761	BRYAN CAVE LEIGHTON PAISNER	28,169.00		
80157762	DOWNTOWN SPOKANE PARTNERSHIP	175,651.96		
80157763	CASCADE ENGINEERING INC	110,451.76		
80157764	CATHOLIC CHARITIES	80,713.25		
80157765	COLEMAN OIL COMPANY LLC	5,054.77		955.91
80157766	COLUMBIA RIVER CARBONATES	8,985.60		
80157767	COMPASSIONATE ADDICTION	63,486.68		
80157768	COPIERS NORTHWEST INC	1,090.94		
80157769	DEVRIES INFORMATION MANAGEME	388.50		
80157770	DOUGLAS CO INC			1,007.71
80157771	BARBARA H POWERS	159.72		
80157772	FASTENAL CO	554.20		97.39
80157773	FEAST COLLECTIVE	22,303.51		
80157774	FISHER SCIENTIFIC	3,301.85		

80157775	FRANCIS AVENUE HARDWARE			101.36
80157776	MES I ACQUISITION INC	21,812.61		
80157777	GLOVER MANSION EVENTS LLC			2,576.46
80157778	GOODWILL INDUSTRIES OF THE	103,573.08		
80157779	GORDON TRUCK CENTERS INC DBA	2,597.19		
80157780	W W GRAINGER INC	826.29		
80157781	ARCHBRIGHT INC	5,060.00		
80157782	HISPANIC BUSINESS ASSOCIATIO	15,028.25		
80157783	INLAND POWER & LIGHT CO	141.20		
80157784	KENWORTH SALES COMPANY	183.73		
80157785	THE LAW OFFICE OF KIEL A FRE	495.00		
80157786	LOOMIS ARMORED US INC	944.81		
80157787	NAPA AUTO PARTS			38.41
80157788	LEGEND INVESTMENTS CORP	1,909.25		
80157789	OXARC LLC			8.72
80157790	PARAMETER LLC	1,534.32		
80157791	PERFORCE SOFTWARE INC	38,079.18		
80157792	POMP'S TIRE SERVICE INC	1,720.81		
80157793	PROVOST PROFESSIONAL	617.01		
80157794	REHN & ASSOCIATES	552.00		
80157795	REHN & ASSOCIATES	1,732.50		
80157796	SEBRIS BUSTO JAMES	13,400.00		
80157797	SHERWIN WILLIAMS CO			391.88
80157798	SHI CORP	220.50		
80157799	SITEONE LANDSCAPE SUPPLY LLC			49.68
80157800	VELASA SPORTS			1,409.08
80157801	PEROVICH PARTNERS INC			164.64
80157802	SPOKANE TREATMENT AND	10,344.92		
80157803	HESTON HARDWARE			119.96
80157804	SPOKANE COUNTY TITLE CO	574.96		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80157805	SPOKANE COUNTY TREASURER	238,008.04		
80157806	SPOKANE EMERGENCY PHYSICIANS	8,431.30		
80157807	STARPLEX CORP	11,403.74		
80157808	STERICYCLE INC	1,346.55		
80157809	SWANK MOTION PICTURES INC			870.00
80157810	TACOMA SCREW PRODUCTS INC			30.96
80157811	AARON THEISEN			170.00
80157812	THE JERICHO ROAD	36,718.47		
80157813	TRANSITIONS	24,021.50		
80157814	CHESTER JOHN CASKEY			239.40
80157815	TY INC			445.50
80157816	VERIZON WIRELESS	1,590.98		
80157817	VOLUNTEERS OF AMERICA OF	43,795.32		
80157818	VICTOR J GIAMPIETRI II	1,527.40		
80157819	WESTERN EQUIPMENT DISTRIBUTO			656.82
80157820	WILBUR ELLIS COMPANY			3,974.35
80157821	ALSCO DIVISION OF ALSCO INC	191.69		

80157822	ATLAS BOILER AND EQUIPMENT C				87,600.15
80157823	AVISTA UTILITIES	505.61			
80157824	CAMCO CONSTRUCTION INC	81,408.61			
80157825	CARAHSOFT TECHNOLOGY CORP	336.57			
80157826	COBALT TRUCK EQUIPMENT	6,470.21			
80157827	COLUMBIA RIVER CARBONATES	8,631.71			
80157828	COMPUNET INC	118,066.25			
80157829	STEVE CONNER				16,578.72
80157830	COPIERS NORTHWEST INC	80.98			
80157831	CORWIN OF SPOKANE LLC	10,295.52			
80157832	CREEK AT QUALCHAN GOLF COURS				16,624.72
80157833	DELL MARKETING LP	1,295.26			
80157834	DELTA DENTAL OF WASHINGTON	50,056.65			
80157835	DIGNITARY PROTECTION TEAM FU	240.00			
80157836	EAST SPOKANE BUSINESS	19,229.01			
80157837	EDU MEMBERSHIP FUND	30.00			
80157838	FASTENAL CO	1,025.54			
80157839	FEDERAL EXPRESS CORP/DBA FED	6.68			
80157840	GORLEY LOGISTICS LLC	227.50			
80157841	FIREPOWER INC	851.00			
80157842	POLICE GUILD LEGAL DEFENSE	648.00			
80157843	INGRAM LIBRARY SERVICES LLC		5,003.32		
80157844	KAISER FOUNDATION HEALTH PLA	126,175.19			
80157845	LANGUAGE LINE SERVICES		860.67		
80157846	LT & CAPT ASSOCIATION - LTD	747.50			
80157847	LTS & CPTS LEGAL DEFENSE FUN	46.00			
80157848	M & P ASSOCIATION	3,710.65			
80157849	MEGAN PERKINS				869.00
80157850	MIDWEST TAPE		1,463.80		
80157851	OVERDRIVE INC		15,198.77		
80157852	PIONEER HUMAN SERVICES	1,666.67			
80157853	PRO MECHANICAL SERVICES INC	1,869.70			
80157854	REHN & ASSOCIATES	28,240.68			
80157855	SANDBAGGERS CLUB LLC				13,059.94
80157856	SHAMROCK PAVING CO/DIV OF	738,695.79			
80157857	SPOKANE POLICE BENEFIT ASSOC	382.50			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80157858	SPOKANE POLICE CHAPLAIN	6,048.50		
80157859	SPOKANE POLICE K-9 MEMBERSHI	225.00		
80157860	SPOKANE POLICE GUILD LONG	21,060.00		
80157861	SPOKANE FIRE FIGHTERS BENEFI	86,539.00		
80157862	SPOKANE FIRE FIGHTERS BENEFI	491.70		
80157863	SPOKANE POLICE GUILD FRATERN	1,098.27		
80157864	STANDARD INSURANCE COMPANY	11,918.40		
80157865	SPOKANE POLICE SWAT TEAM	730.00		
80157866	T & T GOLF MANAGEMENT INC			15,837.52
80157867	SPOKANE POLICE TACTICAL TEAM	880.00		
80157868	US BANK TRUST NA	1,261,456.04		

80157869	WA ST COUNCIL OF CITY & COUN	33,516.70		
80157870	WSCCCE, AFSCME, AFL-CIO	345.50		
80157871	TIMOTHY MOREAU	215.00		
80157872	JUAN JUAN MOSES		257.04	
		9,468,490.39	104,951.71	204,986.27
				9,778,428.37
			CITYWIDE TOTAL:	

Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 11/04/2026

Date Rec'd	8/10/2026
Clerk's File #	CPR 2026-0002
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ACCOUNTING
Contact Name/Phone	REBECCA 625-6093
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-2026 THRU 10-23-26

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 10/23/2026. Total $11,214,946.43 with Parks & Library Claims being approved by their respective boards. Claims excluding Parks & Library Total $9,964,983.62.

Summary (Background)

Pages 1-44 Check numbers: 623042-623193 Credit Card numbers: 003707-003732 ACH payment numbers: 157873-158125 On file for review in City Clerks Office: 44 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	**$** 9,964,983.62	**#** Various
Select	**$**	**#**
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	LIPPS, JOSH		
Division Director	STRATTON, JESSICA		
Accounting Manager			
Legal			
For the Mayor			

Distribution List

ACCOUNTSPAYABLE@SPOKANECITY.ORG	

REPORT: PG3620 DATE: 10/26/26
SYSTEM: FMSAP APPROVAL FUND SUMMARY TIME: 06:58
USER: MANAGER PAGE: 1
RUN NO: 47

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	49,896.23
1100	STREET FUND	20,661.86
1200	CODE ENFORCEMENT FUND	1,250.47
1300	LIBRARY FUND	16,262.64
1330	MISCELLANEOUS GRANTS	404.76
1360	GENERAL FUND GRANTS	123.60
1380	SPOKANE SAFE STREETS FOR ALL	1,930.70
1390	URBAN FORESTRY FUND	22.93
1400	PARKS AND RECREATION FUND	34,204.73
1425	AMERICAN RESCUE PLAN	3,335.00
1440	FIRE GRANTS MISCELLANEOUS	153.89
1460	PARKING METER REVENUE FUND	176.41
1510	SPOKANE UNITED 911 NETWORK	17,405.40
1560	FORFEITURES & CONTRIBUTION FND	18,491.67
1590	HOTEL/MOTEL TAX FUND	523,824.43
1595	HEART FUND	6,320.00
1620	PUBLIC SAFETY & JUDICIAL GRANT	29,159.83
1640	COMMUNICATIONS BLDG M&O FUND	1,475.85
1650	COMMUNITY DEVELOPMENT FUND	5,139.00
1680	HOUSING AND HOMELESS SERVICES	724.60
1775	LEGAL SVCS AND RELOCATION FUND	3,600.00
1940	CHANNEL FIVE EQUIPMENT RESERVE	6,767.37
1950	PARK CUMULATIVE RESERVE FUND	304.39
1970	SPOKANE FIRE DEPARTMENT	81,692.74
1980	DEFINED CONTRIBUTION ADMIN FND	12,000.00
1990	TRANSPORTATION BENEFIT FUND	70.00
3160	GENERAL CAPITAL IMPROVEMENTS	782.10
3200	ARTERIAL STREET FUND	1,128,062.51
4100	WATER & HYDROELECTRIC SERVICES	1,423,099.68
4250	INTEGRATED CAPITAL MANAGEMENT	448,916.71
4300	WASTEWATER MANAGEMENT FUND	651,002.28
4480	SOLID WASTE FUND	1,010,547.56
4600	GOLF FUND	3,606.02
4700	DEVELOPMENT SERVICES	4,076.13
5100	FLEET SERVICES FUND	94,464.27
5200	PUBLIC WORKS AND UTILITIES	8,863.78
5300	IT FUND	99,636.02
5310	IT CAPITAL REPLACEMENT FUND	1,873.94
5500	PURCHASING AND CONTRACTS	750.00
5600	ACCOUNTING SERVICES	7,029.92
5700	SPOKANE 311	741.69
5750	OFFICE OF PERFORMANCE MGMT	107.81
5800	RISK MANAGEMENT FUND	69,701.13
5810	WORKERS' COMPENSATION FUND	742.17
5820	UNEMPLOYMENT COMPENSATION FUND	984,203.93
5830	EMPLOYEES BENEFITS FUND	2,041,839.83
5900	FACILITIES MANAGEMENT FUND OPS	18,128.37
5901	ASSET MANAGEMENT FUND CAPITAL	108.46
6060	EMPLOYEES' RETIREMENT FUND	1,286.14-
6070	FIREFIGHTERS' PENSION FUND	172,529.39
6080	POLICE PENSION FUND	96,917.04
6255	LAW ENFORCEMENT RECORDS MGMT	21,291.00
6730	PARKING & BUSINESS IMPROV DIST	151.45

REPORT: PG3620 DATE: 10/26/26
SYSTEM: FMSAP APPROVAL FUND SUMMARY TIME: 06:58
USER: MANAGER PAGE: 2
RUN NO: 47

FUND	FUND NAME	AMOUNT
6920	CLAIMS CLEARING FUND	23,547.38
6960	SALARY CLEARING FUND NEW	2,576.61
	TOTAL:	9,149,409.54

REPORT: PG3630
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 47

DATE: 10/26/26
TIME:
PAGE: 1

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

SEBRIS BUSTO JAMES	LEGAL SERVICES ACH PMT NO. - 80157914	700.00
SPOKANE REGIONAL CLEAN AIR AGENCY	OPERATING ASSESSMENTS/TAXES CHECK NO. - 00623065	109,528.75
TOTAL FOR 0020 - NONDEPARTMENTAL		110,228.75

0030 - OFFICE OF POLICE OMBUDS

GEORGE PEREZVELEZ	LOCAL MILEAGE ACH PMT NO. - 80158125	63.84
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80158007	61.88
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80158007	19.48
US BANK P CARD PAYMENTS	PROMOTIONAL SUPPLIES ACH PMT NO. - 80158007	64.91
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80158007	425.00
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80158007	30.00
TOTAL FOR 0030 - OFFICE OF POLICE OMBUDS		665.11

0100 - GENERAL FUND

ALLIANCE FOR COMMUNITY & JUSTI 4804 NORTH HIGHWAY 67	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00623155	10,850.00
US BANK P CARD PAYMENTS	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80158007	6,199.04
US BANK P CARD PAYMENTS	PCARD ADVANCE PYMT REC ACH PMT NO. - 80158007	218,306.37-
US BANK TRAVEL CARD	TRAVEL CARD ADVANCE PYMT ACH PMT NO. - 80157923	75,941.99-

WA STATE DEPT OF REVENUE	DEPOSIT - ESCHEAT PROPERTY	
UNCLAIMED PROPERTY SECTION	CHECK NO. - 00623182	1,664.00

TOTAL FOR 0100 - GENERAL FUND		275,535.32-

0230 - CIVIL SERVICE

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AT&T MOBILITY	CELL PHONE	
	CHECK NO. - 00623151	38.42
US BANK P CARD PAYMENTS	ADVERTISING	
	ACH PMT NO. - 80158007	2,787.40

TOTAL FOR 0230 - CIVIL SERVICE		2,825.82

0260 - OFFICE OF THE CITY CLERK

US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80158007	155.27
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80158007	80.54

TOTAL FOR 0260 - OFFICE OF THE CITY CLERK		235.81

0300 - HUMAN SERVICES

US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80158007	82.09
US BANK P CARD PAYMENTS	OTHER MISC CHARGES	
	ACH PMT NO. - 80158007	35.00
US BANK P CARD PAYMENTS	SUBSCRIPTION BASED IT ARNGMTS	
	ACH PMT NO. - 80158007	107.81

TOTAL FOR 0300 - HUMAN SERVICES		224.90

0320 - COUNCIL

ANDRES A GRAGEDA	PER DIEM	
	ACH PMT NO. - 80157931	252.00
AT&T MOBILITY	CELL PHONE	

	CHECK NO. - 00623151	552.21
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80158007	53.49
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80158007	85.10
US BANK TRAVEL CARD	LODGING	
	ACH PMT NO. - 80157923	824.96
TOTAL FOR 0320 - COUNCIL		1,767.76

0330 - COMMUNICATIONS & MARKETING

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AT&T MOBILITY	CELL PHONE	
	CHECK NO. - 00623151	188.59
US BANK P CARD PAYMENTS	ADVERTISING	
	ACH PMT NO. - 80158007	70.00
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80158007	4,046.32
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO	
	ACH PMT NO. - 80158007	1,136.09
WA STATE DEPT OF REVENUE	ADVERTISING	
	-	6.37
WA STATE DEPT OF REVENUE	CONTRACTUAL SERVICES	
	-	33.67
WA STATE DEPT OF REVENUE	PRINTING/BINDING/REPRO	
	-	103.38
TOTAL FOR 0330 - COMMUNICATIONS & MARKETING		5,584.42

0370 - ENGINEERING SERVICES

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80157879	2,534.26
DELL MARKETING LP	MINOR EQUIPMENT	
%DELL USA LP	ACH PMT NO. - 80157987	324.25
PMTECH INC	CONTRACTUAL SERVICES	
DBA PMWEB	ACH PMT NO. - 80157953	66.67
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	

	ACH PMT NO. - 80158007	75.80
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80158007	492.70
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80158007	814.56
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80158007	40.62
TOTAL FOR 0370 - ENGINEERING SERVICES		4,348.86

0410 - FINANCE AND ADMINISTRATION

JESSICA STRATTON	OTHER TRANSPORTATION EXPENSES	
	CHECK NO. - 00623066	124.29
JESSICA STRATTON	PER DIEM	
	CHECK NO. - 00623066	546.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	POSTAGE	
	ACH PMT NO. - 80158007	16.45
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO	
	ACH PMT NO. - 80158007	41.99
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80158007	53.91
WA STATE DEPT OF REVENUE	PROFESSIONAL SERVICES	
MISCELLANEOUS TAX DIVISION	CHECK NO. - 00623088	433.17
TOTAL FOR 0410 - FINANCE AND ADMINISTRATION		1,215.81

0430 - GRANTS MANAGEMENT

US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80158007	8.47
TOTAL FOR 0430 - GRANTS MANAGEMENT		8.47

0470 - ARTS, CULTURE, & HISTORIC PRES

US BANK TRAVEL CARD	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80157923	354.32

TOTAL FOR 0470 - ARTS, CULTURE, & HISTORIC PRES		354.32

0480 - OFFICE OF CIVIL RIGHTS

AT&T MOBILITY	CELL PHONE	
	CHECK NO. - 00623151	78.24
TOTAL FOR 0480 - OFFICE OF CIVIL RIGHTS		78.24

0500 - OFFICE OF THE CITY ATTORNEY

BEREN AND LUTHIEN LLC	OPERATING RENTALS/LEASES	
	CHECK NO. - 00623043	15,776.00
CDA WASHINGTON LLC	OFFICE FURNITURE (NON CAPITAL)	
DBA CONTRACT DESIGN	ACH PMT NO. - 80157886	2,896.26
DENNIS J COPPINGER	WITNESS FEES	
810 N CORBIN CT	CHECK NO. - 00623056	31.43
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80157889	25.56
HEATHER GIPSON	LEGAL SERVICES	
OFFICIAL COURT REPORTER	CHECK NO. - 00623050	103.50

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MADISEN R ERICKSEN	WITNESS FEES	
5921 N BLUE SKIES ST	CHECK NO. - 00623057	44.90
US BANK P CARD PAYMENTS	CLE TRAVEL	
	ACH PMT NO. - 80158007	136.38
US BANK P CARD PAYMENTS	LEGAL SERVICES	
	ACH PMT NO. - 80158007	298.70
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80158007	30.22
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80158007	382.59
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80158007	2,167.00
VESTIS GROUP INC	OPERATING SUPPLIES	
DBA VESTIS SERVICES INC	ACH PMT NO. - 80158011	17.89
YWCA	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80157969	5,968.03

TOTAL FOR 0500 - OFFICE OF THE CITY ATTORNEY		27,878.46

0520 - OFFICE OF THE MAYOR

AT&T MOBILITY	CELL PHONE CHECK NO. - 00623151	334.65
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80157889	18.50
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80158007	20.72
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80158007	134.09
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80158007	42.35
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80158007	35.98
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80158007	130.00
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80158007	53.91
TOTAL FOR 0520 - OFFICE OF THE MAYOR		770.20

0550 - NEIGHBORHOOD SERVICES

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80158007	425.00
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80158007	120.29
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80158007	46.44-
US BANK P CARD PAYMENTS	PROMOTIONAL SUPPLIES ACH PMT NO. - 80158007	70.00
WA STATE DEPT OF REVENUE	PROMOTIONAL SUPPLIES -	6.37
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		575.22

0560 - MUNICIPAL COURT

DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80158037	623.46
LANGUAGE LINE SERVICES	INTERPRETER COSTS	
LANGUAGE LINE LLC	ACH PMT NO. - 80157902	275.07
TAISIA MOGA	INTERPRETER COSTS	
	CHECK NO. - 00623058	140.00
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80158007	95.60
US BANK P CARD PAYMENTS	OFFICE FURNITURE (NON CAPITAL)	
	ACH PMT NO. - 80158007	183.29
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80158007	570.38
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80158007	81.94
US BANK P CARD PAYMENTS	POSTAGE	
	ACH PMT NO. - 80158007	164.00
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80158007	44.00
US BANK TRAVEL CARD	LODGING	
	ACH PMT NO. - 80157923	1,786.09
US BANK TRAVEL CARD	OPERATIONAL TRAVEL	
	ACH PMT NO. - 80157923	355.20
US BANK TRAVEL CARD	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80157923	200.00-
VIRGINIA M SCUDDER	INTERPRETER COSTS	
	ACH PMT NO. - 80157913	900.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0560 - MUNICIPAL COURT	5,019.03

0620 - HUMAN RESOURCES

US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80158007	277.10
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80158007	449.00

TOTAL FOR 0620 - HUMAN RESOURCES		726.10

0650 - PLANNING SERVICES

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80158007	75.88
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80158007	486.48
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80158007	14.78
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80158007	388.21
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80157923	773.42
TOTAL FOR 0650 - PLANNING SERVICES		1,738.77

0680 - POLICE

COLLISION & CRIME FORENSIC SOLUTIONS LLC	SOFTWARE MAINTENANCE ACH PMT NO. - 80158030	779.35
EDWARDS, TIMOTHY CITY EMPLOYEE # 24337	TUITION REIMBURSEMENT CHECK NO. - 00623048	1,960.00
GALLS LLC	CLOTHING CREDIT CARD PMT NO. - 70003729	29,312.40
GALLS LLC	MINOR EQUIPMENT CREDIT CARD PMT NO. - 70003710	6,327.80
GALLS LLC	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70003710	1,527.40
HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS	HRA-POST EMPLOYMENT ACH PMT NO. - 80158089	20,600.00
KEVIN HALL	PER DIEM ACH PMT NO. - 80157932	117.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PET EMERGENCY CLINIC	VETERINARY SERVICES CHECK NO. - 00623061	1,556.76
SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80157917	2,033.80
US BANK P CARD PAYMENTS	ADVERTISING	

	ACH PMT NO. - 80158007	279.96
US BANK P CARD PAYMENTS	BACKGROUND CHECKS	
	ACH PMT NO. - 80158007	651.49
US BANK P CARD PAYMENTS	COMPUTERS	
	ACH PMT NO. - 80158007	644.50
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80158007	718.97
US BANK P CARD PAYMENTS	IT/DATA SERVICES	
	ACH PMT NO. - 80158007	542.39
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80158007	2,595.42
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80158007	1,352.96
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80158007	4,290.67
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80158007	782.49
US BANK P CARD PAYMENTS	POSTAGE	
	ACH PMT NO. - 80158007	167.94
US BANK P CARD PAYMENTS	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80158007	75.00
US BANK P CARD PAYMENTS	PROMOTIONAL SUPPLIES	
	ACH PMT NO. - 80158007	21.82
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80158007	475.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80158007	387.12
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80158007	783.83
US BANK TRAVEL CARD	AIRFARE	
	ACH PMT NO. - 80157923	8,119.61
US BANK TRAVEL CARD	LODGING	
	ACH PMT NO. - 80157923	21,545.65
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES	
	ACH PMT NO. - 80157923	5,948.95

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRAVEL CARD	REGISTRATION/SCHOOLING	

	ACH PMT NO. - 80157923	4,989.33
VESTIS GROUP INC	LAUNDRY/JANITORIAL SERVICES	
DBA VESTIS SERVICES INC	ACH PMT NO. - 80157926	116.73
W W GRAINGER INC	OPERATING SUPPLIES	
DBA GRAINGER	ACH PMT NO. - 80157896	78.75
WA STATE DEPT OF REVENUE	WA DEPT OF REVENUE	
OR CITY OF SPOKANE	CHECK NO. - 00623089	1,672.06
TOTAL FOR 0680 - POLICE		120,455.15

0690 - COMMUNITY JUSTICE SERVICES

US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80158007	600.00
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO	
	ACH PMT NO. - 80158007	1,355.96
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80158007	618.08
US BANK TRAVEL CARD	AIRFARE	
	ACH PMT NO. - 80157923	180.00
US BANK TRAVEL CARD	LODGING	
	ACH PMT NO. - 80157923	527.80
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES	
	ACH PMT NO. - 80157923	80.00
TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES		3,361.84

0700 - PUBLIC DEFENDER

BEREN AND LUTHIEN LLC	OPERATING RENTALS/LEASES	
	CHECK NO. - 00623044	31,552.00
JO L JACKSON	LEGAL SERVICES	
	CHECK NO. - 00623052	2,171.75
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80158007	361.65
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80158007	35.39
US BANK TRAVEL CARD	AIRFARE	
	ACH PMT NO. - 80157923	686.81
US BANK TRAVEL CARD	LODGING	
	ACH PMT NO. - 80157923	749.73

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRAVEL CARD	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80157923	379.00
VESTIS GROUP INC	LAUNDRY/JANITORIAL SERVICES	
DBA VESTIS SERVICES INC	ACH PMT NO. - 80157926	20.46
TOTAL FOR 0700 - PUBLIC DEFENDER		35,956.79

0750 - COMMUNITY/ECONOMIC DEV SVC

US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80158007	79.08
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80158007	80.00
US BANK TRAVEL CARD	AIRFARE	
	ACH PMT NO. - 80157923	772.40
US BANK TRAVEL CARD	LODGING	
	ACH PMT NO. - 80157923	475.94
US BANK TRAVEL CARD	OTHER MISC CHARGES	
	ACH PMT NO. - 80157923	4.30
TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV SVC		1,411.72

1100 - STREET FUND

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80158018	191.31
ARROW CONSTRUCTION SUPPLY INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80158021	5,282.74
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80158022	2,118.88
FIREPOWER INC	ALARM/SECURITY SERVICES	
	ACH PMT NO. - 80158078	668.24
SHAMROCK MANUFACTURING INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80158104	1,564.79
SPECIALTY MOBILE MIX INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80158107	774.61
STREET DEPT IMPREST FUND	OPERATING SUPPLIES	
	CHECK NO. - 00623180	119.71
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	

	ACH PMT NO. - 80158007	1,212.76
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80158007	107.15

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80158007	5,906.93
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80158007	1,878.17
US BANK P CARD PAYMENTS	SMALL TOOLS	
	ACH PMT NO. - 80158007	741.97
VESTIS GROUP INC	LAUNDRY/JANITORIAL SERVICES	
DBA VESTIS SERVICES INC	ACH PMT NO. - 80158118	70.19
WA STATE EMPLOYMENT SECURITY	WA PAID FAMILY & MEDICAL LEAVE	
PAID FAMILY MEDICAL LEAVE	CHECK NO. - 00623069	24.41
	TOTAL FOR 1100 - STREET FUND	20,661.86

1200 - CODE ENFORCEMENT FUND

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80158069	102.24
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80158007	920.23
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80158007	30.22
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80158007	7.07
US BANK P CARD PAYMENTS	POSTAGE	
	ACH PMT NO. - 80158007	190.71
	TOTAL FOR 1200 - CODE ENFORCEMENT FUND	1,250.47

1300 - LIBRARY FUND

US BANK P CARD PAYMENTS	ADVERTISING	
	ACH PMT NO. - 80158007	665.10
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80158007	212.57
US BANK P CARD PAYMENTS	IT/DATA SERVICES	

	ACH PMT NO. - 80158007	167.91
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80158007	1,236.10
US BANK P CARD PAYMENTS	MISC REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80158007	223.20
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT	
	ACH PMT NO. - 80158007	2,494.37

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80158007	7,765.65
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80158007	14.18
US BANK P CARD PAYMENTS	RECREATIONAL SUPPLIES	
	ACH PMT NO. - 80158007	647.59
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80158007	286.50
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80158007	2,287.92
US BANK P CARD PAYMENTS	SAFETY SUPPLIES	
	ACH PMT NO. - 80158007	170.24
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	
	-	43.67
WA STATE DEPT OF REVENUE	RECREATIONAL SUPPLIES	
	-	10.45
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES	
	-	14.67
WA STATE EMPLOYMENT SECURITY	WA PAID FAMILY & MEDICAL LEAVE	
PAID FAMILY MEDICAL LEAVE	CHECK NO. - 00623069	22.52
	TOTAL FOR 1300 - LIBRARY FUND	16,262.64

1330 - MISCELLANEOUS GRANTS

US BANK P CARD PAYMENTS	ADVERTISING	
	ACH PMT NO. - 80158007	4,500.00
US BANK P CARD PAYMENTS	GRANT CASH PASS THRU ACCOUNT	
	ACH PMT NO. - 80158007	4,500.00-
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	

	ACH PMT NO. - 80158007	325.61
US BANK P CARD PAYMENTS	OTHER MISC CHARGES	
	ACH PMT NO. - 80158007	79.15
TOTAL FOR 1330 - MISCELLANEOUS GRANTS		404.76

1360 - GENERAL FUND GRANTS

ALLIANCE FOR COMMUNITY & JUSTI	GRANT CASH PASS THRU ACCOUNT	
4804 NORTH HIGHWAY 67	CHECK NO. - 00623155	10,850.00-
ALLIANCE FOR COMMUNITY & JUSTI	REGISTRATION/SCHOOLING	
4804 NORTH HIGHWAY 67	CHECK NO. - 00623155	10,850.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	GRANT CASH PASS THRU ACCOUNT	
	ACH PMT NO. - 80158007	1,699.04-
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80158007	27.23
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80158007	123.60
US BANK P CARD PAYMENTS	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80158007	1,671.81
TOTAL FOR 1360 - GENERAL FUND GRANTS		123.60

1380 - SPOKANE SAFE STREETS FOR ALL

BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80157881	70.00
DOWL LLC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80158038	1,358.00
TAMI SUE CHASTEK	SCHOOL ZONE SPEED CAMERA FINE	
34 W 27TH AVE	CHECK NO. - 00623053	243.00
US BANK P CARD PAYMENTS	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80158007	259.70
TOTAL FOR 1380 - SPOKANE SAFE STREETS FOR ALL		1,930.70

1390 - URBAN FORESTRY FUND

US BANK P CARD PAYMENTS	OPERATING SUPPLIES	

	ACH PMT NO. - 80158007	22.93
	TOTAL FOR 1390 - URBAN FORESTRY FUND	22.93

1400 - PARKS AND RECREATION FUND

US BANK P CARD PAYMENTS	ADVERTISING	
	ACH PMT NO. - 80158007	2,041.51
US BANK P CARD PAYMENTS	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80158007	94.56
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80158007	438.08
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80158007	499.47
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80158007	843.41

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	GENERAL REPAIRS/MAINT	
	ACH PMT NO. - 80158007	264.72
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80158007	4,425.65
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80158007	624.73
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80158007	8,395.58
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80158007	501.82
US BANK P CARD PAYMENTS	OTHER REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80158007	624.80
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES	
	ACH PMT NO. - 80158007	40.70
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO	
	ACH PMT NO. - 80158007	217.48
US BANK P CARD PAYMENTS	RECREATIONAL SUPPLIES	
	ACH PMT NO. - 80158007	1,188.46
US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80158007	26.29
US BANK P CARD PAYMENTS	SAFETY SUPPLIES	

	ACH PMT NO. - 80158007	75.14
US BANK P CARD PAYMENTS	SMALL TOOLS	
	ACH PMT NO. - 80158007	2,528.92
US BANK TRAVEL CARD	AIRFARE	
	ACH PMT NO. - 80157923	2,273.61
US BANK TRAVEL CARD	LODGING	
	ACH PMT NO. - 80157923	1,423.76
US BANK TRAVEL CARD	MOBILE BROADBAND	
	ACH PMT NO. - 80157923	133.93
US BANK TRAVEL CARD	OPERATING SUPPLIES	
	ACH PMT NO. - 80157923	5.00
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES	
	ACH PMT NO. - 80157923	195.32
US BANK TRAVEL CARD	PARKING/TOLLS (LOCAL)	
	ACH PMT NO. - 80157923	44.00
US BANK TRAVEL CARD	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80157923	3,734.00
WA STATE DEPT OF REVENUE	CHEMICAL/LAB SUPPLIES	
	-	4.40

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE UNCLAIMED PROPERTY SECTION	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00623182	3,275.05
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE	
	-	28.39
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT	
	-	4.46
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	
	-	55.53
WA STATE DEPT OF REVENUE	PERMITS/OTHER FEES	
	-	3.70
WA STATE DEPT OF REVENUE	PRINTING/BINDING/REPRO	
	-	14.88
WA STATE DEPT OF REVENUE	SMALL TOOLS	
	-	115.82
WA STATE EMPLOYMENT SECURITY PAID FAMILY MEDICAL LEAVE	WA PAID FAMILY & MEDICAL LEAVE CHECK NO. - 00623069	61.56

TOTAL FOR 1400 - PARKS AND RECREATION FUND		34,204.73

1425 - AMERICAN RESCUE PLAN

DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80158037	1,853.94
DELL MARKETING LP %DELL USA LP	PERIPHERAL EQUIPMENT ACH PMT NO. - 80158037	337.40
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES ACH PMT NO. - 80158007	1,143.66
TOTAL FOR 1425 - AMERICAN RESCUE PLAN		3,335.00

1440 - FIRE GRANTS MISCELLANEOUS

US BANK P CARD PAYMENTS	IT/DATA SERVICES ACH PMT NO. - 80158007	72.46
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80158007	81.43
TOTAL FOR 1440 - FIRE GRANTS MISCELLANEOUS		153.89

1460 - PARKING METER REVENUE FUND

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80158007	74.15

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80158007	72.28
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80158007	29.98
TOTAL FOR 1460 - PARKING METER REVENUE FUND		176.41

1510 - SPOKANE UNITED 911 NETWORK

DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80157987	2,123.71
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80158007	15,262.10
WA STATE EMPLOYMENT SECURITY	WA PAID FAMILY & MEDICAL LEAVE	

PAID FAMILY MEDICAL LEAVE	CHECK NO. - 00623069	19.59
	TOTAL FOR 1510 - SPOKANE UNITED 911 NETWORK	17,405.40

1560 - FORFEITURES & CONTRIBUTION FND

CITY OF SPOKANE ATTN TREASURER	CONFIDENTIAL FUNDS CHECK NO. - 00623064	16,725.00
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80158007	335.80
US BANK TRAVEL CARD	REGISTRATION/SCHOOLING ACH PMT NO. - 80157923	1,430.87
	TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND	18,491.67

1590 - HOTEL/MOTEL TAX FUND

SPOKANE PUBLIC FACILITIES DISTRICT	SPOKANE PUBLIC FACILITY DIST ACH PMT NO. - 80157920	523,824.43
	TOTAL FOR 1590 - HOTEL/MOTEL TAX FUND	523,824.43

1595 - HEART FUND

PACIFICA LAW GROUP LLP	LEGAL SERVICES CHECK NO. - 00623169	6,320.00
	TOTAL FOR 1595 - HEART FUND	6,320.00

1620 - PUBLIC SAFETY & JUDICIAL GRANT

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BOULDER CREST FOUNDATION	CONTRACTUAL SERVICES ACH PMT NO. - 80158024	28,116.00
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80158007	1,043.83
	TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT	29,159.83

1640 - COMMUNICATIONS BLDG M&O FUND

CENTURYLINK	TELEPHONE	

	CHECK NO. - 00623045	822.18
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80158007	18.51
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80158007	635.16
TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		1,475.85

1650 - COMMUNITY DEVELOPMENT FUND

US BANK P CARD PAYMENTS	OTHER MISC CHARGES	
	ACH PMT NO. - 80158007	5,139.00
TOTAL FOR 1650 - COMMUNITY DEVELOPMENT FUND		5,139.00

1680 - HOUSING AND HOMELESS SERVICES

US BANK TRAVEL CARD	AIRFARE	
	ACH PMT NO. - 80157923	724.60
TOTAL FOR 1680 - HOUSING AND HOMELESS SERVICES		724.60

1775 - LEGAL SVCS AND RELOCATION FUND

LOREY MACPHERSON	LEGAL SERVICES	
120 E MISSION	CHECK NO. - 00623168	3,600.00
TOTAL FOR 1775 - LEGAL SVCS AND RELOCATION FUND		3,600.00

1940 - CHANNEL FIVE EQUIPMENT RESERVE

DELL MARKETING LP	COMMUNICATIONS EQUIPMENT	
%DELL USA LP	ACH PMT NO. - 80157987	6,125.66
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80158007	610.15

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80158007	5.99
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT	
	-	25.02
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED)	

	-	0.55
	TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE	6,767.37

1950 - PARK CUMULATIVE RESERVE FUND

US BANK P CARD PAYMENTS	OTHER CAPITALIZED COSTS ACH PMT NO. - 80158007	304.39
	TOTAL FOR 1950 - PARK CUMULATIVE RESERVE FUND	304.39

1970 - SPOKANE FIRE DEPARTMENT

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80158020	375.87
APOLLO SHEET METAL INC DBA APOLLO MECHANICAL CONTRACTORS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80157878	1,413.94
AT&T MOBILITY	CELL PHONE CHECK NO. - 00623151	12.04
CENTURYLINK	TELEPHONE CHECK NO. - 00623045	762.12-
CHAS HEALTH 731 N IRON BRIDGE WAY	PERMIT REFUNDS PAYABLE CHECK NO. - 00623175	38.00
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80158029	16,187.69
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80157887	3,041.64
DAVID CLARK COMPANY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80158036	299.25
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80158075	1,990.33
GALLS LLC	CLOTHING CREDIT CARD PMT NO. - 70003721	910.97
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80158082	1,418.81
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80158039	61.25

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

HUGHES FIRE EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY	

	CREDIT CARD PMT NO. - 70003722	2,457.51
ICON CORPORATION	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80157898	343.66
ICON CORPORATION	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80157898	82.92
KYOCERA DOCUMENT SOLUTIONS AMERICA INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80157901	1,089.60
LIFE ASSIST INC	SAFETY SUPPLIES	
	ACH PMT NO. - 80157904	1,511.74
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT	
	ACH PMT NO. - 80158098	279.66
NAPA AUTO PARTS GENUINE PARTS CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80158098	48.19
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80158098	785.01
NORCO INC	OPERATING SUPPLIES	
	CREDIT CARD PMT NO. - 70003723	1,031.98
NORCO INC	SAFETY SUPPLIES	
	CREDIT CARD PMT NO. - 70003723	57.71
POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80158102	1,505.94
POMP'S TIRE SERVICE INC	VEHICLE REPAIRS/MAINT	
	ACH PMT NO. - 80158102	274.93
REXEL INC DBA PLATT ELECTRIC SUPPLY	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80158047	893.54
ROMAINE ELECTRIC CORPORATION	VEHICLE REPAIR & MAINT SUPPLY	
	CHECK NO. - 00623178	1,008.80
SAFETY KLEEN CORPORATION	HAZARDOUS WASTE DISPOSAL	
	ACH PMT NO. - 80158048	709.10
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY	
	CHECK NO. - 00623170	136.98
SPOKANE EXERCISE EQUIPMENT SALES AND SERVICE	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80157918	120.01
SPOKANE FIRE FIGHTERS BENEFIT TRUST	VEBA POST EMPLOYMENT	
	ACH PMT NO. - 80158109	15,000.00
SPOKANE PUBLIC SCHOOLS 2815 E GARLAND AVE	PERMIT REFUNDS PAYABLE	
	CHECK NO. - 00623167	38.00
US BANK P CARD PAYMENTS	BANK FEES	
	ACH PMT NO. - 80158007	49.60

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	CELL PHONE	
	ACH PMT NO. - 80158007	554.35
US BANK P CARD PAYMENTS	CLOTHING	
	ACH PMT NO. - 80158007	916.78
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80158007	2,004.43
US BANK P CARD PAYMENTS	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80158007	22.60
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT	
	ACH PMT NO. - 80158007	214.40
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80158007	733.67
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80158007	5,507.93
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80158007	62.19
US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT	
	ACH PMT NO. - 80158007	821.73
US BANK P CARD PAYMENTS	POSTAGE	
	ACH PMT NO. - 80158007	142.99
US BANK P CARD PAYMENTS	PUBLICATIONS	
	ACH PMT NO. - 80158007	190.15
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80158007	7,597.77
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80158007	1,310.82
US BANK P CARD PAYMENTS	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80158007	11.08
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80158007	81.18
US BANK P CARD PAYMENTS	UTIL GARBAGE/WASTE REMOVAL	
	ACH PMT NO. - 80158007	38.48
US BANK P CARD PAYMENTS	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80158007	1,756.47
US BANK P CARD PAYMENTS	VEHICLE REPAIRS/MAINT	
	ACH PMT NO. - 80158007	425.49
US BANK TRAVEL CARD	AIRFARE	

	ACH PMT NO. - 80157923	6,667.90
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE	
	-	27.23

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	
	-	41.67
WA STATE DEPT OF REVENUE	PERSONAL PROTECTIVE EQUIPMENT	
	-	27.80
WA STATE DEPT OF REVENUE	REGISTRATION/SCHOOLING	
	-	53.69
WA STATE DEPT OF REVENUE	VEHICLE REPAIR & MAINT SUPPLY	
	-	69.39
TOTAL FOR 1970 - SPOKANE FIRE DEPARTMENT		81,692.74

1980 - DEFINED CONTRIBUTION ADMIN FND

MORGAN STANLEY CAPITAL MANAGEMENT LLC	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80157907	12,000.00
TOTAL FOR 1980 - DEFINED CONTRIBUTION ADMIN FND		12,000.00

1990 - TRANSPORTATION BENEFIT FUND

BUDINGER & ASSOCIATES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80157881	70.00
TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND		70.00

3160 - GENERAL CAPITAL IMPROVEMENTS

BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80157881	782.10
TOTAL FOR 3160 - GENERAL CAPITAL IMPROVEMENTS		782.10

3200 - ARTERIAL STREET FUND

BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80157881	6,950.96
COMMONSTREET CONSULTING LLC	RIGHT OF WAY	

	ACH PMT NO. - 80158032	1,419.50
HORROCKS LLC	CONSTRUCTION OF FIXED ASSETS	
	CHECK NO. - 00623154	1,344.79
MJ HUGHES CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80158045	890,424.39
PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80158046	19,213.62

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ROAD PRODUCTS LLC	CONSTRUCTION OF FIXED ASSETS	
	CHECK NO. - 00623082	207,085.25
WA STATE DEPT OF ECOLOGY	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80158057	1,624.00
TOTAL FOR 3200 - ARTERIAL STREET FUND		1,128,062.51

4100 - WATER & HYDROELECTRIC SERVICES

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80158018	1,709.59
AMERIGAS PROPANE LP	OPERATING SUPPLIES	
DBA NORTHERN ENERGY	ACH PMT NO. - 80157876	193.67
ANATEK LABS INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80158060	95.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80157879	612,815.46
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80157879	363.79
BASIN SOD INC	REPAIR & MAINTENANCE SUPPLIES	
	CHECK NO. - 00623152	463.63
BOWMAN CONSULTING GROUP LTD	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80157940	609.16
CDA REDI MIX & PRECAST INC	INVENTORY PURCHASES FOR WATER	
	ACH PMT NO. - 80158028	13,615.68
CDL SOLUTIONS LLC	CONTRACTUAL SERVICES	
DBA DRIVE5O9	ACH PMT NO. - 80158015	3,950.50
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES	
	CREDIT CARD PMT NO. - 70003716	949.87
COLUMBIA ELECTRIC SUPPLY/DIV	SOFTWARE (NONCAPITALIZED)	

CONSOLIDATED ELECTRICAL	ACH PMT NO. - 80157983	23,898.10
CONSOLIDATED SUPPLY CO	INVENTORY PURCHASES FOR WATER CREDIT CARD PMT NO. - 70003709	230,628.67
CONSOLIDATED SUPPLY CO	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70003709	166.55
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80158034	277.39
CRITTER CONTROL OF GREATER SPOKANE	CONTRACTUAL SERVICES ACH PMT NO. - 80158066	435.31
CROTHERS, LEO R CITY EMPLOYEE # 27678	PERMITS/OTHER FEES ACH PMT NO. - 80158016	175.25

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80157987	1,853.40
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80157889	25.56
DP NICOLI INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80158070	327.20
ENVIRONMENTAL RESOURCE ASSOCIATES dba ERA	CONTRACTUAL SERVICES ACH PMT NO. - 80158073	746.05
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80158075	5,338.51
FERGUSON ENTERPRISES INC	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80158076	653.95
FERGUSON ENTERPRISES INC	OPERATING SUPPLIES ACH PMT NO. - 80157989	2,771.31
GERALDINE KRELL 302 E WEDGEWOOD AVE #230	REFUNDS CHECK NO. - 00623156	125.30
GLENN D ANDREWS JR 711 E 23RD AVE	REFUNDS CHECK NO. - 00623157	267.38
GOLDEN EMPIRE REALTY 2910 E FRANCIS AVE	REFUNDS CHECK NO. - 00623158	68.51
H D FOWLER COMPANY	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80158085	2,248.83
H D FOWLER COMPANY	MINOR EQUIPMENT ACH PMT NO. - 80158085	405.76
H D FOWLER COMPANY	REPAIR & MAINTENANCE SUPPLIES	

	ACH PMT NO. - 80157897	11,332.60
H2E INC	REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80158086	991.44
IDEXX DISTRIBUTION GROUP	CHEMICAL/LAB SUPPLIES	
IDEXX LABORATORIES INC	ACH PMT NO. - 80157899	4,090.64
JAKE HIGGINS	PERMITS/OTHER FEES	
	ACH PMT NO. - 80158124	249.00
JANET DRESSEL	REFUNDS	
17920 N LITTLE SPOKANE DR	CHECK NO. - 00623159	209.06
JANICE CASH	REFUNDS	
13021 E BRIDGES RD UNIT B	CHECK NO. - 00623160	17.88
JUDY BRACEROS	REFUNDS	
8536 MISSION FALLS CIR	CHECK NO. - 00623161	14.49
KLEINSCHMIDT ASSOCIATES	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80158092	92,359.67

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

KYLE AND JAEL OLESON	REFUNDS	
5203 W BEDFORD AVE	CHECK NO. - 00623162	206.08
LAUGHLIN PROPERTIES LLC	REFUNDS	
PO BOX 31214	CHECK NO. - 00623163	350.00
MCGARD LLC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80157906	440.25
MESA ASSOCIATES INC	MACHINERY/EQUIPMENT	
	ACH PMT NO. - 80158095	4,428.50
MICHELLE BERTHON	REFUNDS	
729 W BASALT RIDGE DR	CHECK NO. - 00623164	2,500.00
NEPTUNE TECHNOLOGY GROUP INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80158099	981.90
NORCO INC	REPAIR & MAINTENANCE SUPPLIES	
	CREDIT CARD PMT NO. - 70003712	26.18
NORFOLK IRON & METAL CO	REPAIR & MAINTENANCE SUPPLIES	
DBA CDA METALS	CHECK NO. - 00623046	2,349.50
NORTH SPOKANE IRRIGATION	PUBLIC UTILITY SERVICE	
DIST #8	CHECK NO. - 00623059	10.00
NORTHWEST INDUSTRIAL SERVICES	OPERATING RENTALS/LEASES	
DBA AMERICAN ON SITE SERVICES	CREDIT CARD PMT NO. - 70003715	348.00
OXARC LLC	OPERATING SUPPLIES	

	ACH PMT NO. - 80157909	7,128.66
OXARC LLC	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80158101	3,690.85
PAYVERIS LLC	REFUNDS	
PO BOX 5186	CHECK NO. - 00623165	235.00
ROBIN CROSS	REFUNDS	
25806 S BOXWOOD DR	CHECK NO. - 00623166	1,106.43
SHELBY OLSON	PERMITS/OTHER FEES	
	ACH PMT NO. - 80157935	141.00
SIGNS FOR SUCCESS INC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80157915	830.03
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80158003	396.42
SPOKANE CITY TREASURER OR	WA DEPT OF REVENUE	
WASH STATE DEPT OF REVENUE	CHECK NO. - 00623101	333,379.54
SPOKANE COUNTY WATER DIST NO 3	PUBLIC UTILITY SERVICE	
	CHECK NO. - 00623102	190.38
SPOKANE ENVELOPE LLC	PRINTING/BINDING/REPRO	
DBA ALLIED ENVELOPE	ACH PMT NO. - 80157874	372.14

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE NEIGHBORHOOD ACTION	CONTRACTUAL SERVICES	
PARTNERS	ACH PMT NO. - 80157958	707.56
UNITED RENTALS NW INC	CONSTRUCTION OF FIXED ASSETS	
	CHECK NO. - 00623103	657.87
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80158007	942.14
US BANK P CARD PAYMENTS	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80158007	3,070.21
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80158007	100.58
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80158007	4,852.51
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80158007	3,237.83
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80158007	1,308.95
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	

	ACH PMT NO. - 80158007	17.45
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO	
	ACH PMT NO. - 80158007	112.35
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80158007	3,915.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80158007	20,107.71
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80158007	222.69
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES	
	ACH PMT NO. - 80157923	86.95
US BANK TRAVEL CARD	PARKING/TOLLS (LOCAL)	
	ACH PMT NO. - 80157923	36.00
US BANK TRAVEL CARD	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80157923	2,814.00
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80157925	2,736.32
W W GRAINGER INC	CONSTRUCTION OF FIXED ASSETS	
DBA GRAINGER	ACH PMT NO. - 80157991	2,581.35
W W GRAINGER INC	REPAIR & MAINTENANCE SUPPLIES	
DBA GRAINGER	ACH PMT NO. - 80157991	1,302.13
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES	
	-	2.89

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	
	-	78.53
WA STATE DEPT OF REVENUE	REGISTRATION/SCHOOLING	
	-	349.44
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES	
	-	40.06
WA STATE EMPLOYMENT SECURITY	WA PAID FAMILY & MEDICAL LEAVE	
PAID FAMILY MEDICAL LEAVE	CHECK NO. - 00623069	21.96
WHITWORTH WATER DISTRICT NO 2	PUBLIC UTILITY SERVICE	
	CHECK NO. - 00623073	242.18

TOTAL FOR 4100 - WATER & HYDROELECTRIC SERVICES		1,423,099.68

4250 - INTEGRATED CAPITAL MANAGEMENT

CENTURY WEST ENGINEERING CORP	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80157964	362.25
CIVTECH INC	CONTRACTUAL SERVICES ACH PMT NO. - 80157941	1,393.50
DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80158037	3,763.04
DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80158037	1,624.45
EA ENGINEERING, SCIENCE, AND TECHNOLOGY, INC, PBC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00623080	4,520.75
PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80157910	26,345.00
PMTECH INC DBA PMWEB	CONTRACTUAL SERVICES ACH PMT NO. - 80157953	33.33
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00623101	102,965.55
SPOKANE NEIGHBORHOOD ACTION PARTNERS	CONTRACTUAL SERVICES ACH PMT NO. - 80157958	766.53
US BANK P CARD PAYMENTS	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80158007	873.59
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80158007	174.84
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80158007	121.88
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80158007	107.81

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF ECOLOGY	INTEREST ON LONG TERM DEBT ACH PMT NO. - 80157966	78,123.93
WA STATE DEPT OF ECOLOGY	INTERGOVERNMENTAL LOANS ACH PMT NO. - 80157966	227,740.26
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		448,916.71

4300 - WASTEWATER MANAGEMENT FUND

JUDY BRACEROS	REFUNDS	

8536 MISSION FALLS CIR	CHECK NO. - 00623161	81.69
	TOTAL FOR 4300 - WASTEWATER MANAGEMENT FUND	81.69

4310 - SEWER MAINTENANCE DIVISION

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80158022	30.38
BOWMAN CONSULTING GROUP LTD	CONTRACTUAL SERVICES ACH PMT NO. - 80157940	609.17
CUES INC	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70003720	342.61
FERGUSON ENTERPRISES INC	OPERATING SUPPLIES ACH PMT NO. - 80158076	2,407.11
JEFFERY M VAN DISSEL	REGISTRATION/SCHOOLING ACH PMT NO. - 80157936	214.00
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00623101	95,165.38
SPOKANE HOUSE OF HOSE INC	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70003724	1,292.60
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80158007	5,587.49
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80158007	87.91
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80158007	54.52
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80158007	3,497.35
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80158007	1,996.90
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80158007	6,963.13

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80158007	1,624.80
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80158007	533.12
W W GRAINGER INC	OPERATING SUPPLIES	

DBA GRAINGER	ACH PMT NO. - 80158041	4,876.93
W W GRAINGER INC	SAFETY SUPPLIES	
DBA GRAINGER	ACH PMT NO. - 80158041	518.90
TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		125,802.30

4320 - RIVERSIDE PARK RECLAMATION FAC

ALS CANADA LTD	TESTING SERVICES	
	ACH PMT NO. - 80157937	10,000.00
ALS LABORATORY GROUP	TESTING SERVICES	
	ACH PMT NO. - 80158019	170.00
CB PACIFIC INC	OPERATING SUPPLIES	
	ACH PMT NO. - 80158027	10,751.97
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80158029	7,205.42
COLUMBIA RIVER CARBONATES	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80158031	35,134.52
ENDRESS+HAUSER INC	OPERATING SUPPLIES	
C/O FIELD INSTRUMENTS & CONTRO	CREDIT CARD PMT NO. - 70003727	2,025.34
EUROFINS ENVIRONMENT TESTING	TESTING SERVICES	
NORTHWEST LLC	ACH PMT NO. - 80158074	198.00
FISHER SCIENTIFIC	OPERATING SUPPLIES	
	ACH PMT NO. - 80158079	850.78
G & W SUPPLY	OPERATING SUPPLIES	
DBA PARAMOUNT SUPPLY CO	CHECK NO. - 00623177	264.94
H D FOWLER COMPANY	OPERATING SUPPLIES	
	ACH PMT NO. - 80158085	7,613.28
HARTFORD STEAM BOILER	EQUIPMENT REPAIRS/MAINTENANCE	
INSPECTION & INSURANCE COMPANY	ACH PMT NO. - 80158042	223.00
HASA INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80158087	15,107.28
K & L GATES LLP	LEGAL SERVICES	
	ACH PMT NO. - 80157947	6,624.00
KEMIRA WATER SOLUTIONS INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80158043	179,466.69

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

KYLE MARSH	PERMITS/OTHER FEES	

	CHECK NO. - 00623176	75.00
NORCO INC	OPERATING RENTALS/LEASES	
	CREDIT CARD PMT NO. - 70003731	144.34
OXARC LLC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80157909	4,818.47
PRORATE AND FUEL TAX	MOTOR FUEL-OUTSIDE VENDOR	
DEPT OF LICENSING	CHECK NO. - 00623104	801.00
SPOKANE CITY TREASURER OR	WA DEPT OF REVENUE	
WASH STATE DEPT OF REVENUE	CHECK NO. - 00623101	96,286.61
TMG SERVICES INC	OPERATING SUPPLIES	
	CREDIT CARD PMT NO. - 70003725	60.01
TWO RIVERS TERMINAL LLC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80158114	33,514.28
UNIVAR SOLUTIONS USA INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80158115	4,909.37
US BANK P CARD PAYMENTS	MINOR SAFETY EQUIPMENT	
	ACH PMT NO. - 80158007	1,440.76
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80158007	217.66
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80158007	16,096.44
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80158007	1,163.99
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80158007	2,086.01
US BANK P CARD PAYMENTS	SMALL TOOLS	
	ACH PMT NO. - 80158007	5,834.15
W W GRAINGER INC	OPERATING SUPPLIES	
DBA GRAINGER	ACH PMT NO. - 80158041	2,017.86
W W GRAINGER INC	SAFETY SUPPLIES	
DBA GRAINGER	ACH PMT NO. - 80157896	6,534.43
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	
	-	93.82
WHITNEY EQUIPMENT COMPANY LLC	OPERATING SUPPLIES	
	ACH PMT NO. - 80158122	135.72
WHITNEY EQUIPMENT COMPANY LLC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80158122	25,108.36
TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC		476,973.50

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4330 - STORMWATER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80158022	42.20
BOWMAN CONSULTING GROUP LTD	CONTRACTUAL SERVICES ACH PMT NO. - 80157940	609.17
NB ENGINEERING LLC DBA EVERGREEN STORMH2O	CONTRACTUAL SERVICES ACH PMT NO. - 80157949	9,481.31
PROPAGANDA CREATIVE LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80157954	15,672.22
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80158007	12,183.72
US BANK TRAVEL CARD	OTHER MISC CHARGES ACH PMT NO. - 80157923	3.67
W W GRAINGER INC DBA GRAINGER	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80158041	10,152.50
TOTAL FOR 4330 - STORMWATER		48,144.79

4480 - SOLID WASTE FUND

SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	DEPOSIT-SALES TAX CHECK NO. - 00623101	3,372.17
TOTAL FOR 4480 - SOLID WASTE FUND		3,372.17

4490 - SOLID WASTE DISPOSAL

AIRGAS SPECIALTY PRODUCTS INC	CHEMICAL/LAB SUPPLIES CHECK NO. - 00623099	39,008.07
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80158062	1,344.53
BANNER FURNACE & FUEL	OPERATING SUPPLIES ACH PMT NO. - 80157978	252.02
BARR-TECH LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80158063	21,266.76
CONTINENTAL DOOR COMPANY LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80157984	283.77
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR CREDIT CARD PMT NO. - 70003717	3,381.88

FINLEY BUTTES LIMITED PARTNERSHIP DBA FINLEY BUTTES	CONTRACTUAL SERVICES ACH PMT NO. - 80158077	210,722.32

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FOSTER GARVEY PC	PROFESSIONAL SERVICES CREDIT CARD PMT NO. - 70003728	587.06
GREGORY LAFRENZ	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80157933	256.88
GREGORY LAFRENZ	PER DIEM ACH PMT NO. - 80157933	181.00
INDUSTRIAL SERVICES SOLUTIONS LLC DBA BAY VALVE SERVICE &	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80158023	7,593.36
JASON K RAINS	PER DIEM CHECK NO. - 00623063	181.00
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80157905	1,051.49
MCCOY POWER CONSULTANTS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80158094	8,100.00
MCKINSTRY CO LLC LOCKBOX	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80158044	6,775.38
NALCO CO	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80158097	3,233.55
NARWHAL MET LLC dba WEATHERNET LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80158120	1,650.00
OAK HARBOR FREIGHT LINES INC	POSTAGE CHECK NO. - 00623060	188.54
OVERHEAD DOOR CORPORATION DBA WAYNE DALTON SALES &	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00623072	582.38
OXARC LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80157994	4,914.41
PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80157995	13,227.68
SAFETY KLEEN CORPORATION	OPERATING SUPPLIES ACH PMT NO. - 80158001	852.10
SENSKE PEST CONTROL SENSKE LAWN & TREE CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80158050	308.76
SPOKANE CITY TREASURER OR	WA DEPT OF REVENUE	

WASH STATE DEPT OF REVENUE	CHECK NO. - 00623101	25,477.37
SPOKANE REGIONAL HEALTH DIST	PERMITS/OTHER FEES CHECK NO. - 00623085	20,190.26
SPRING ENVIRONMENTAL INC	REGISTRATION/SCHOOLING ACH PMT NO. - 80158111	1,003.72
TOSHIBA AMERICA ENERGY SYSTEMS CORPORATION	PROFESSIONAL SERVICES CHECK NO. - 00623181	42,767.20

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

UNITED STATES ELECTRIC CORP OF WA	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80158054	4,058.52
US BANK P CARD PAYMENTS	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80158007	710.00
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80158007	3,961.57-
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80158007	779.92
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80158007	4,749.34
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80158007	2,506.00
US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80158007	1,404.02
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80158007	113.20
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80158007	184.50
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80158007	12,770.59
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80158007	390.04
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80158007	1,732.63
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80157923	477.05
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80157923	729.96
WA STATE DEPT OF ECOLOGY	PERMITS/OTHER FEES	

	CHECK NO. - 00623087	2,413.00
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	
	-	21.36
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES	
	-	3,985.95
WA STATE DEPT OF REVENUE	SMALL TOOLS	
	-	19.11
WA STATE EMPLOYMENT SECURITY	WA PAID FAMILY & MEDICAL LEAVE	
PAID FAMILY MEDICAL LEAVE	CHECK NO. - 00623069	39.49
WASTE MANAGEMENT OF WA DBA	CONTRACTUAL SERVICES	
GRAHAM ROAD LANDFILL	CHECK NO. - 00623183	67,949.41

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WATERCO OF THE PACIFIC NORTH	OPERATING SUPPLIES	
WEST, INC	CHECK NO. - 00623047	130.41
WM RECYCLE AMERICA LLC	CONTRACTUAL SERVICES	
	CHECK NO. - 00623184	683.61
TOTAL FOR 4490 - SOLID WASTE DISPOSAL		517,268.03

4500 - SOLID WASTE COLLECTION

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80157875	1,875.88
CINTAS CORPORATION NO 2	OPERATING SUPPLIES	
	ACH PMT NO. - 80157883	42.83
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80157887	1,192.51
DUSTIN L HERBERS	PERMITS/OTHER FEES	
	CHECK NO. - 00623051	304.00
MELCHER, NATHAN	PERMITS/OTHER FEES	
CITY EMPLOYEE # 27337	CHECK NO. - 00623055	372.00
SENSKE PEST CONTROL	LANDSCAPE/GROUNDS MAINT	
SENSKE LAWN & TREE CARE	ACH PMT NO. - 80158050	2,194.03
SOLID WASTE SYSTEMS INC	VEHICLES	
dba SWS EQUIPMENT INC	ACH PMT NO. - 80158051	322,214.85
SPOKANE CITY TREASURER OR	WA DEPT OF REVENUE	
WASH STATE DEPT OF REVENUE	CHECK NO. - 00623101	150,732.83
THE BATTERY NETWORK INC	CONTRACTUAL SERVICES	

	ACH PMT NO. - 80157880	1,392.60
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80158007	3,305.63
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80158007	353.06
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80158007	710.33
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80158007	800.00
US BANK P CARD PAYMENTS	POSTAGE	
	ACH PMT NO. - 80158007	120.28
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO	
	ACH PMT NO. - 80158007	46.44-
US BANK P CARD PAYMENTS	SAFETY SUPPLIES	
	ACH PMT NO. - 80158007	389.23

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	SMALL TOOLS	
	ACH PMT NO. - 80158007	534.17
US BANK TRAVEL CARD	LODGING	
	ACH PMT NO. - 80157923	364.98
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80157925	459.99
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT	
	-	231.85
WA STATE DEPT OF REVENUE	SAFETY SUPPLIES	
	-	21.40
WA STATE EMPLOYMENT SECURITY	WA PAID FAMILY & MEDICAL LEAVE	
PAID FAMILY MEDICAL LEAVE	CHECK NO. - 00623069	44.43
TOTAL FOR 4500 - SOLID WASTE COLLECTION		487,610.44

4530 - SOLID WASTE LANDFILLS

QED ENVIRONMENTAL SYSTEMS INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80158000	1,544.83
SPOKANE REGIONAL HEALTH DIST	PERMITS/OTHER FEES	
	CHECK NO. - 00623084	58.70
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	

	ACH PMT NO. - 80158007	184.98
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80158007	508.41
TOTAL FOR 4530 - SOLID WASTE LANDFILLS		2,296.92

4600 - GOLF FUND

US BANK P CARD PAYMENTS	GENERAL REPAIRS/MAINT	
	ACH PMT NO. - 80158007	874.84
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80158007	1,799.06
US BANK P CARD PAYMENTS	OTHER REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80158007	754.43
US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80158007	45.01
US BANK P CARD PAYMENTS	SAFETY SUPPLIES	
	ACH PMT NO. - 80158007	76.52
US BANK P CARD PAYMENTS	SMALL TOOLS	
	ACH PMT NO. - 80158007	56.16

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4600 - GOLF FUND		3,606.02

4700 - DEVELOPMENT SERVICES

DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80158067	1,055.58
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80158069	102.24
US BANK P CARD PAYMENTS	BANK FEES	
	ACH PMT NO. - 80158007	202.65
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT	
	ACH PMT NO. - 80158007	629.30
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80158007	374.54
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80158007	53.91
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL)	

	ACH PMT NO. - 80158007	231.33
US BANK P CARD PAYMENTS	PUBLICATIONS	
	ACH PMT NO. - 80158007	344.16
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80158007	120.62
US BANK TRAVEL CARD	AIRFARE	
	ACH PMT NO. - 80157923	961.80
TOTAL FOR 4700 - DEVELOPMENT SERVICES		4,076.13

5100 - FLEET SERVICES FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80158022	400.96
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES	
	CREDIT CARD PMT NO. - 70003719	1,453.11
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80158029	51,506.08
COMCAST	WEB SERVICES	
	CHECK NO. - 00623100	325.66
DELL MARKETING LP	MINOR EQUIPMENT	
%DELL USA LP	ACH PMT NO. - 80157888	420.97
GORDON TRUCK CENTERS INC DBA	EQUIPMENT REPAIRS/MAINTENANCE	
PACIFIC TRUCK CENTERS	ACH PMT NO. - 80158082	10,241.14

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GRAYMAR ENVIRONMENTAL SERVICES	HAZARDOUS WASTE DISPOSAL	
INC	ACH PMT NO. - 80158084	1,213.63
HD SUPPLY INC	OFFICE SUPPLIES	
DBA HOME DEPOT PRO	CHECK NO. - 00623172	711.84
JEFF L ROGERS	EQUIPMENT REPAIRS/MAINTENANCE	
DBA JEFFS CUSTOM AUTO DETAIL	ACH PMT NO. - 80157992	589.02
POMP'S TIRE SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80158102	9,599.45
POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80158102	15,261.64
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80158007	955.80
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	

	ACH PMT NO. - 80158007	757.79
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80158007	158.00
US BANK P CARD PAYMENTS	OTHER REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80158007	614.02
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES	
	ACH PMT NO. - 80158007	230.74
US BANK P CARD PAYMENTS	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80158007	24.42
TOTAL FOR 5100 - FLEET SERVICES FUND		94,464.27

5200 - PUBLIC WORKS AND UTILITIES

CRITTER CONTROL OF GREATER SPOKANE	CONTRACTUAL SERVICES ACH PMT NO. - 80158066	2,916.22
FRANKLIN BRONZE PLAQUES INC	PROMOTIONAL SUPPLIES ACH PMT NO. - 80158080	1,443.00
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00623101	1,668.95
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80158007	128.22
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80158007	316.88
US BANK P CARD PAYMENTS	SOFTWARE MAINTENANCE ACH PMT NO. - 80158007	53.91
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80157923	986.60

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRAVEL CARD	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80157923	1,350.00
TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		8,863.78

5300 - IT FUND

1ST CLASS OFFICE SOLUTIONS LLC	OPERATING SUPPLIES ACH PMT NO. - 80158017	61.37
CARAHSOFT TECHNOLOGY CORP	SOFTWARE MAINTENANCE	

	ACH PMT NO. - 80158026	8,270.96
COMPUNET INC	HARDWARE MAINTENANCE	
LB 410802	ACH PMT NO. - 80157943	1,227.38
MYTHICS LLC	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80158096	1,395.37
PRO MECHANICAL SERVICES INC	HARDWARE MAINTENANCE	
	ACH PMT NO. - 80157998	450.04
STRUCTURED COMMUNICATION	HARDWARE MAINTENANCE	
SYSTEMS INC	ACH PMT NO. - 80157962	4,565.84
STRUCTURED COMMUNICATION	SOFTWARE MAINTENANCE	
SYSTEMS INC	ACH PMT NO. - 80157921	63,803.84
TAYLOR CORPORATION	OPERATING SUPPLIES	
DBA TAYLOR COMMUNICATIONS INC	ACH PMT NO. - 80157922	199.00
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80158007	4,288.03
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80158007	75.43
US BANK P CARD PAYMENTS	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80158007	284.95
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80158007	1,877.63
US BANK P CARD PAYMENTS	SUBSCRIPTION BASED IT ARNGMTS	
	ACH PMT NO. - 80158007	53.92
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80158056	40.01
VERTIV CORPORATION	HARDWARE MAINTENANCE	
	ACH PMT NO. - 80158010	7,136.24
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED)	
	-	33.67
ZAYO GROUP HOLDINGS INC	TELEPHONE	
DBA ZAYO NETWORK SERVICES LLC	ACH PMT NO. - 80158058	5,872.34

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5300 - IT FUND	99,636.02

5310 - IT CAPITAL REPLACEMENT FUND

DELL MARKETING LP	COMPUTERS	

%DELL USA LP	ACH PMT NO. - 80158067	1,873.94
	TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND	1,873.94

5500 - PURCHASING AND CONTRACTS

US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80158007	50.00
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80158007	700.00
	TOTAL FOR 5500 - PURCHASING AND CONTRACTS	750.00

5600 - ACCOUNTING SERVICES

JOSH LIPPS	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80157934	219.03
JOSH LIPPS	PER DIEM ACH PMT NO. - 80157934	188.00
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80158007	168.48
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80158007	2,614.04
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80158007	107.81
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80157923	3,319.36
US BANK TRAVEL CARD	OFFICE SUPPLIES ACH PMT NO. - 80157923	194.20
US BANK TRAVEL CARD	REGISTRATION/SCHOOLING ACH PMT NO. - 80157923	219.00
	TOTAL FOR 5600 - ACCOUNTING SERVICES	7,029.92

5700 - SPOKANE 311

LANGUAGE SERVICES ASSOCIATES INC	INTERPRETER COSTS ACH PMT NO. - 80157903	67.38

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	ADVERTISING	

	ACH PMT NO. - 80158007	70.00
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80158007	19.98
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO	
	ACH PMT NO. - 80158007	88.70
US BANK P CARD PAYMENTS	PROMOTIONAL SUPPLIES	
	ACH PMT NO. - 80158007	487.44
WA STATE DEPT OF REVENUE	ADVERTISING	
	-	6.37
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT	
	-	1.82
TOTAL FOR 5700 - SPOKANE 311		741.69

5750 - OFFICE OF PERFORMANCE MGMT

US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80158007	107.81
TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT		107.81

5800 - RISK MANAGEMENT FUND

US BANK OR CITY TREASURER	INSURANCE CLAIMS	
LIABILITY CLAIMS	ACH PMT NO. - 80157924	69,701.13
TOTAL FOR 5800 - RISK MANAGEMENT FUND		69,701.13

5810 - WORKERS' COMPENSATION FUND

WA STATE DEPT OF REVENUE	INSURANCE CLAIMS	
UNCLAIMED PROPERTY SECTION	CHECK NO. - 00623182	742.17
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		742.17

5820 - UNEMPLOYMENT COMPENSATION FUND

WA STATE EMPLOYMENT SECURITY	DEPOSIT LONG TERM CARE TAX	
WA CARES FUND	CHECK NO. - 00623070	265,453.03
WA STATE EMPLOYMENT SECURITY	DEPOSIT-PD FAMILY MEDICAL LEAV	
PAID FAMILY MEDICAL LEAVE	CHECK NO. - 00623069	718,750.90
TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND		984,203.93

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5830 - EMPLOYEES BENEFITS FUND

DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80158068	22,114.84
HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS	DEPOSIT-HEALTH CARE ACCOUNT ACH PMT NO. - 80158089	65,134.75
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80158091	161,204.93
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80157997	878,923.07
SPOKANE FIRE FIGHTERS BENEFIT TRUST	DEPOSIT-HEALTH CARE ACCOUNT ACH PMT NO. - 80158109	1,946.24
SPOKANE FIRE FIGHTERS BENEFIT TRUST	INSURANCE PREMIUMS ACH PMT NO. - 80158109	912,516.00
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		2,041,839.83

5900 - FACILITIES MANAGEMENT FUND OPS

CAMCO CONSTRUCTION INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80157882	520.53
CENTURYLINK	TELEPHONE CHECK NO. - 00623153	426.65
INLAND EMPIRE FIRE PROTECTION LLC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00623174	1,987.80
NIKKI HANSHAW	LOCAL MILEAGE ACH PMT NO. - 80158123	49.32
ORKIN	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00623062	174.59
US BANK P CARD PAYMENTS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80158007	490.38
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80158007	147.25
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80158007	674.31
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80158007	310.60
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80158007	22.04

US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80158007	10,230.34

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80157925	380.07
W B SPRAGUE COMPANY INC	BUILDING REPAIRS/MAINTENANCE	
DBA SPRAGUE PEST SOLUTIONS	ACH PMT NO. - 80158110	163.16
WAXIE SANITARY SUPPLY	OPERATING SUPPLIES	
	ACH PMT NO. - 80157927	2,551.33
	TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS	18,128.37

5901 - ASSET MANAGEMENT FUND CAPITAL

US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80158007	108.46
	TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL	108.46

6080 - POLICE PENSION FUND

US BANK TRUST NA	PURCHASE OF INVESTMENTS	
OR CITY OF SPOKANE	ACH PMT NO. - 80158055	50,000.00
	TOTAL FOR 6080 - POLICE PENSION FUND	50,000.00

6100 - RETIREMENT

US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80158007	100.94
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80158007	800.00-
US BANK TRAVEL CARD	AIRFARE	
	ACH PMT NO. - 80157923	273.20-
US BANK TRAVEL CARD	LODGING	
	ACH PMT NO. - 80157923	313.88-
	TOTAL FOR 6100 - RETIREMENT	1,286.14-

6200 - FIREFIGHTERS' PENSION FUND

BROOKDALE SENIOR LIVING COMMUNITIES INC	SERVICE REIMBURSEMENT CHECK NO. - 00623079	24,470.52
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80158068	1,707.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00623049	50,791.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

HOWARD R VARNER	SERVICE REIMBURSMENT CHECK NO. - 00623086	653.94
MADRONA PEAK LLC GENERATIONS HOME CARE	SERVICE REIMBURSEMENT ACH PMT NO. - 80157945	841.06
MARTIN PITTMAN	SERVICE REIMBURSMENT ACH PMT NO. - 80157972	10.00
MORGAN STANLEY CAPITAL MANAGEMENT LLC	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80157907	4,500.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80157997	81,233.29
TOMMY E JAMES C/O STACIE FLOYD	SERVICE REIMBURSEMENT ACH PMT NO. - 80157971	8,322.58

TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND 172,529.39

6255 - LAW ENFORCEMENT RECORDS MGMT

WA STATE DEPT OF LICENSING	DEPOSIT-POLICE GUN PERMITS CHECK NO. - 00623068	16,464.00
WA STATE PATROL	DEPOSIT-SPD STATE REMITTANCE CHECK NO. - 00623071	4,827.00

TOTAL FOR 6255 - LAW ENFORCEMENT RECORDS MGMT 21,291.00

6300 - POLICE PENSION

EMPRES HOME CARE OF BELLINGHAM LLC	SERVICE REIMBURSEMENT CHECK NO. - 00623081	2,457.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00623049	14,000.00
PREMERA BLUE CROSS OR	SERVICE REIMBURSEMENT	

SPOKANE CITY TREASURER	ACH PMT NO. - 80157997	30,437.44
ROSAUERS PHARMACY	SERVICE REIMBURSMENT CHECK NO. - 00623083	22.60
	TOTAL FOR 6300 - POLICE PENSION	46,917.04

6730 - PARKING & BUSINESS IMPROV DIST

THE BICKETT APARTMENTS OR JED CONKLIN	SPECIAL ASSESSMENT PRIN (CURR) CHECK NO. - 00623054	151.45
	TOTAL FOR 6730 - PARKING & BUSINESS IMPROV DIST	151.45

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

6920 - CLAIMS CLEARING FUND

IDAHO STATE TREASURER'S OFFICE UNCLAIMED PROPERTY DIVISION	WARRANTS PAYABLE CHECK NO. - 00623173	771.16
WA STATE DEPT OF REVENUE UNCLAIMED PROPERTY SECTION	WARRANTS PAYABLE CHECK NO. - 00623182	22,776.22
	TOTAL FOR 6920 - CLAIMS CLEARING FUND	23,547.38

6960 - SALARY CLEARING FUND NEW

IDAHO STATE TREASURER'S OFFICE UNCLAIMED PROPERTY DIVISION	NET PAY TO EMPLOYEE / RETIREE CHECK NO. - 00623173	378.99
WA STATE DEPT OF REVENUE UNCLAIMED PROPERTY SECTION	NET PAY TO EMPLOYEE / RETIREE CHECK NO. - 00623182	2,197.62
	TOTAL FOR 6960 - SALARY CLEARING FUND NEW	2,576.61
	TOTAL CLAIMS	9,149,409.54

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	5,577.38		80.52
00623042	BEREN AND LUTHIEN LLC	15,776.00		
00623043	BEREN AND LUTHIEN LLC	15,776.00		
00623044	BEREN AND LUTHIEN LLC	15,776.00		
00623045	CENTURYLINK	60.06		
00623046	NORFOLK IRON & METAL CO	2,349.50		
00623047	WATERCO OF THE PACIFIC NORTH	130.41		
00623048	EDWARDS, TIMOTHY	1,960.00		
00623049	FAIRWINDS SPOKANE LLC	64,791.00		
00623050	HEATHER GIPSON	103.50		
00623051	DUSTIN L HERBERS	304.00		
00623052	JO L JACKSON	2,171.75		
00623053	TAMI SUE CHASTEK	243.00		
00623054	THE BICKETT APARTMENTS	151.45		
00623055	MELCHER, NATHAN	372.00		
00623056	DENNIS J COPPINGER	31.43		
00623057	MADISEN R ERICKSEN	44.90		
00623058	TAISIA MOGA	140.00		
00623059	NORTH SPOKANE IRRIGATION	10.00		
00623060	OAK HARBOR FREIGHT LINES INC	188.54		
00623061	PET EMERGENCY CLINIC	1,556.76		
00623062	ORKIN	174.59		
00623063	JASON K RAINS	181.00		
00623064	CITY OF SPOKANE	16,725.00		
00623065	SPOKANE REGIONAL CLEAN AIR	109,528.75		
00623066	JESSICA STRATTON	670.29		
00623067	WA STATE DEPT OF LICENSING	16,338.00		
00623068	WA STATE DEPT OF LICENSING	126.00		
00623069	WA STATE EMPLOYMENT SECURITY	718,984.86		
00623070	WA STATE EMPLOYMENT SECURITY	265,453.03		
00623071	WA STATE PATROL	4,827.00		
00623072	OVERHEAD DOOR CORPORATION	582.38		
00623073	WHITWORTH WATER DISTRICT NO	242.18		
00623074	SPOKANE ART SUPPLY INC		1,241.69	
00623075	SPOKANE REGIONAL HEALTH DIST	4,399.04		
00623076	BROOKDALE SENIOR LIVING	13,317.00		
00623077	BROOKDALE SENIOR LIVING	205.00		
00623078	BROOKDALE SENIOR LIVING	205.00		
00623079	BROOKDALE SENIOR LIVING	10,743.52		
00623080	EA ENGINEERING, SCIENCE, AND	4,520.75		
00623081	EMPRES HOME CARE OF BELLINGH	2,457.00		
00623082	ROAD PRODUCTS LLC	207,085.25		
00623083	ROSAUERS PHARMACY	22.60		
00623084	SPOKANE REGIONAL HEALTH DIST	58.70		
00623085	SPOKANE REGIONAL HEALTH DIST	20,190.26		
00623086	HOWARD R VARNER	653.94		
00623087	WA STATE DEPT OF ECOLOGY	2,413.00		
00623088	WA STATE DEPT OF REVENUE	433.17		
00623089	WA STATE DEPT OF REVENUE	1,672.06		
00623091	ATLAS SAND AND ROCK INC			8,055.27
00623092	CENTURYLINK			118.55
00623093	GRABER MANUFACTURING INC			1,130.28
00623094	CSWW INC			820.88

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00623095	NW PLAYGROUND EQUIPMENT INC			6,648.61
00623096	OMNIPARK INC			194.20
00623097	TOBY'S BATTERY & AUTO ELECTR			119.97
00623098	WA STATE DEPT OF REVENUE			136,232.11
00623099	AIRGAS SPECIALTY PRODUCTS IN	39,008.07		
00623100	COMCAST	325.66		
00623101	SPOKANE CITY TREASURER OR	809,048.40		
00623102	SPOKANE COUNTY WATER DIST NO	190.38		
00623103	UNITED RENTALS NW INC	657.87		
00623104	PRORATE AND FUEL TAX	801.00		
00623105	WASHINGTON TRUST BANK		1,322.52	
00623106	DACIA D FROM		75.00	
00623151	AT&T MOBILITY	1,204.15		
00623152	BASIN SOD INC	463.63		
00623153	CENTURYLINK	426.65		
00623154	HORROCKS LLC	1,344.79		
00623155	ALLIANCE FOR COMMUNITY & JUS	10,850.00		
00623156	GERALDINE KRELL	125.30		
00623157	GLENN D ANDREWS JR	267.38		
00623158	GOLDEN EMPIRE REALTY	68.51		
00623159	JANET DRESSEL	209.06		
00623160	JANICE CASH	17.88		
00623161	JUDY BRACEROS	96.18		
00623162	KYLE AND JAEL OLESON	206.08		
00623163	LAUGHLIN PROPERTIES LLC	350.00		
00623164	MICHELLE BERTHON	2,500.00		
00623165	PAYVERIS LLC	235.00		
00623166	ROBIN CROSS	1,106.43		
00623167	SPOKANE PUBLIC SCHOOLS	38.00		
00623168	LOREY MACPHERSON	3,600.00		
00623169	PACIFICA LAW GROUP LLP	6,320.00		
00623170	SIX ROBBLEES INC	136.98		
00623171	SARA SAUNDERS LASU			336.00
00623172	HD SUPPLY INC	711.84		
00623173	IDAHO STATE TREASURER'S OFFI	1,150.15		
00623174	INLAND EMPIRE FIRE PROTECTIO	1,987.80		
00623175	CHAS HEALTH	38.00		
00623176	KYLE MARSH	75.00		
00623177	G & W SUPPLY	264.94		
00623178	ROMAINE ELECTRIC CORPORATION	1,008.80		
00623179	STREET DEPT IMPREST FUND	56.64		
00623180	STREET DEPT IMPREST FUND	63.07		
00623181	TOSHIBA AMERICA ENERGY SYSTE	42,767.20		
00623182	WA STATE DEPT OF REVENUE	30,655.06		
00623183	WASTE MANAGEMENT OF WA DBA	67,949.41		
00623184	WM RECYCLE AMERICA LLC	683.61		
00623185	CANNON HILL INDUSTRIES INC			1,898.00

00623186	CENTURYLINK	220.14
00623187	CENTURYLINK COMMUNICATIONS I	526.93
00623188	GENERAL STORE INC	150.21
00623189	HAJOCA CORPORATION	516.71
00623190	CSWW INC	67.60
00623191	NW SEED & PET INC	138.50

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00623192	SWIRE PACIFIC HOLDINGS, INC			215.64
00623193	ZIEGLER LUMBER COMPANY			512.53
70003707	NORTHWEST INDUSTRIAL SERVICE			570.00
70003708	CINTAS CORPORATION	487.34		
70003709	CONSOLIDATED SUPPLY CO	230,795.22		
70003710	GALLS LLC	9,416.96		
70003711	HUGHES FIRE EQUIPMENT INC	2,284.44		
70003712	NORCO INC	87.38		
70003713	CDW GOVERNMENT LLC			1,841.62
70003714	HORIZON DISTRIBUTORS			756.46
70003715	NORTHWEST INDUSTRIAL SERVICE	348.00		31.04
70003716	CINTAS CORPORATION	462.53	38.52	
70003717	ELJAY OIL CO INC	3,381.88		
70003718	GALLS LLC	157.21		
70003719	CINTAS CORPORATION	1,453.11		
70003720	CUES INC	342.61		
70003721	GALLS LLC	25,664.64		
70003722	HUGHES FIRE EQUIPMENT INC	173.07		
70003723	NORCO INC	1,028.49		
70003724	SPOKANE HOUSE OF HOSE INC	1,292.60		
70003725	TMG SERVICES INC	60.01		
70003726	CINTAS CORPORATION			80.23
70003727	ENDRESS+HAUSER INC	2,025.34		
70003728	FOSTER GARVEY PC	587.06		
70003729	GALLS LLC	2,839.76		
70003730	HORIZON DISTRIBUTORS			1,896.59
70003731	NORCO INC	144.34		
70003732	PLANET TURF			14,183.00
80157873	ACTION MATERIALS	1,064.12		
80157874	SPOKANE ENVELOPE LLC	372.14		
80157875	ALSCO DIVISION OF ALSCO INC	1,996.56		481.14
80157876	AMERIGAS PROPANE LP	193.67		
80157877	AMPD ENTERTAINMENT LLC			2,256.30
80157878	APOLLO SHEET METAL INC DBA	1,413.94		
80157879	AVISTA UTILITIES	615,713.51		
80157880	THE BATTERY NETWORK INC	1,392.60		
80157881	BUDINGER & ASSOCIATES INC	7,873.06		
80157882	CAMCO CONSTRUCTION INC	520.53		
80157883	CINTAS CORPORATION NO 2	42.83		
80157884	COLEMAN OIL COMPANY LLC	9,604.34		
80157885	COMPASSIONATE ADDICTION	13,132.66		

80157886	CDA WASHINGTON LLC	2,896.26			
80157887	COPIERS NORTHWEST INC	4,234.15			
80157888	DELL MARKETING LP	420.97			
80157889	DEVRIES INFORMATION MANAGEME	69.62			
80157890	DREHER ENTERTAINMENT LLC				18,894.53
80157891	ENTERPRISE FM TRUST				26,543.07
80157892	FAMILY PROMISE OF SPOKANE	92,916.77			
80157893	FASTENAL CO	1,337.74			
80157894	GOODWILL INDUSTRIES OF THE	266,821.84			
80157895	GORDON TRUCK CENTERS INC DBA	188.68			
80157896	W W GRAINGER INC	10,531.77			
80157897	H D FOWLER COMPANY	11,529.16			

CHECK #	VENDOR	CITY	LIBRARY	PARKS	
80157898	ICON CORPORATION	426.58			
80157899	IDEXX DISTRIBUTION GROUP	4,090.64			
80157900	KEMIRA WATER SOLUTIONS INC	94,857.93			
80157901	KYOCERA DOCUMENT SOLUTIONS	1,089.60			
80157902	LANGUAGE LINE SERVICES	275.07			
80157903	LANGUAGE SERVICES ASSOCIATES	67.38			
80157904	LIFE ASSIST INC	1,511.74			
80157905	LOOMIS ARMORED US INC	1,051.49			
80157906	MCGARD LLC	440.25			
80157907	MORGAN STANLEY CAPITAL	16,500.00			
80157908	NAPA AUTO PARTS	275.91			
80157909	OXARC LLC	11,947.13			
80157910	PARAMETRIX INC	26,345.00			
80157911	PARTNERS WITH FAMILIES &	27,562.95			
80157912	POWER TRANSPORT INC				600.00
80157913	VIRGINIA M SCUDDER	900.00			
80157914	SEBRIS BUSTO JAMES	700.00			
80157915	SIGNS FOR SUCCESS INC	830.03			
80157916	SPOKANE NEIGHBORHOOD ACTION	6,968.48			
80157917	SPOKANE COUNTY TREASURER	2,033.80			
80157918	SPOKANE EXERCISE EQUIPMENT	120.01			
80157919	SPOKANE HOUSING AUTHORITY	1,000.00			
80157920	SPOKANE PUBLIC FACILITIES	523,824.43			
80157921	STRUCTURED COMMUNICATION	67,142.30			
80157922	TAYLOR CORPORATION	199.00			
80157923	US BANK TRAVEL CARD	1.00			
80157924	US BANK OR CITY TREASURER	69,701.13			
80157925	VERIZON WIRELESS	3,576.38			
80157926	VESTIS GROUP INC	137.19			
80157927	WAXIE SANITARY SUPPLY	2,551.33			
80157928	WEST CENTRAL COMMUNITY	12,495.18			
80157929	YFA CONNECTIONS	2,916.67			
80157930	YWCA	5,503.94			
80157931	ANDRES A GRAGEDA	252.00			
80157932	KEVIN HALL	117.00			

80157933	GREGORY LAFRENZ	437.88		
80157934	JOSH LIPPS	407.03		
80157935	SHELBY OLSON	141.00		
80157936	JEFFERY M VAN DISSEL	214.00		
80157937	ALS CANADA LTD	10,000.00		
80157938	AXON ENTERPRISE INC			17,341.65
80157939	BJ CARD COMPANY			77.34
80157940	BOWMAN CONSULTING GROUP LTD	1,827.50		
80157941	CIVTECH INC	1,393.50		
80157942	COLEMAN OIL COMPANY LLC			1,051.49
80157943	COMPUNET INC	1,227.38		
80157944	EMPIRE SPRAY SERVICE			6,409.15
80157945	MADRONA PEAK LLC	841.06		
80157946	HISPANIC BUSINESS ASSOCIATIO	16,301.01		
80157947	K & L GATES LLP	6,624.00		
80157948	LIBERTY CONCRETE LLC			182,032.80
80157949	NB ENGINEERING LLC	9,481.31		
80157950	NW PUMP & EQUIPMENT CO			855.10

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80157951	THE PART WORKS INC			912.10
80157952	REXEL INC			670.64
80157953	PMTECH INC	100.00		
80157954	PROPAGANDA CREATIVE LLC	15,672.22		
80157955	SHERWIN WILLIAMS CO			99.84
80157956	SHI CORP			487.95
80157957	SITEONE LANDSCAPE SUPPLY LLC			165.46
80157958	SPOKANE NEIGHBORHOOD ACTION	1,474.09		
80157959	PEROVICH PARTNERS INC			66.05
80157960	HESTON HARDWARE			72.62
80157961	SPOKANE AREA WORKFORCE	4,246.76		
80157962	STRUCTURED COMMUNICATION	1,227.38		
80157963	TRANSITIONS	15,206.05		
80157964	CENTURY WEST ENGINEERING COR	362.25		
80157965	URM STORES INC			34.43
80157966	WA STATE DEPT OF ECOLOGY	305,864.19		
80157967	WESTERN GLOVE INC			104.47
80157968	WILBUR ELLIS COMPANY			1,575.62
80157969	YWCA	91,425.61		
80157970	ZAYO GROUP HOLDINGS INC	2,796.35		
80157971	TOMMY E JAMES	8,322.58		
80157972	MARTIN PITTMAN	10.00		
80157973	KELLEY STRANGE			59.99
80157974	A1 TREE SERVICE LLC			29,759.21
80157975	ACTION MATERIALS	262.20		
80157976	AVISTA UTILITIES		6,897.40	
80157977	JOHN MENETTO		65.00	
80157978	BANNER FURNACE & FUEL	252.02		
80157979	C & C YARD CARE			14,294.28

80157980	CAMERON-REILLY LLC			530,067.81
80157981	CARRIER CORPORATION		657.76	
80157982	CATHOLIC CHARITIES	6,750.00		
80157983	COLUMBIA ELECTRIC SUPPLY/DIV	23,898.10		
80157984	CONTINENTAL DOOR COMPANY LLC	283.77		
80157985	COPIERS NORTHWEST INC	134.65		1,635.63
80157986	DELK MANAGEMENT LLC			29,517.56
80157987	DELL MARKETING LP	10,427.02		
80157988	DESIGNER DECAL INC		846.39	
80157989	FERGUSON ENTERPRISES INC	2,771.31		
80157990	GORLEY LOGISTICS LLC			61.25
80157991	W W GRAINGER INC	906.88		
80157992	JEFF L ROGERS	589.02		
80157993	LUTHERAN COMMUNITY SERVICES	8,033.47		
80157994	OXARC LLC	4,914.41		
80157995	PETE LIEN & SONS INC	13,227.68		
80157996	PLACE LANDSCAPE ARCHITECTURE			2,832.10
80157997	PREMERA BLUE CROSS OR	990,593.80		
80157998	PRO MECHANICAL SERVICES INC	450.04		400.95
80157999	PROJECT HOPE SPOKANE	8,074.59		
80158000	QED ENVIRONMENTAL SYSTEMS IN	1,544.83		
80158001	SAFETY KLEEN CORPORATION	852.10		
80158002	SHEA CARR & JEWELL INC			4,350.00
80158003	SITEONE LANDSCAPE SUPPLY LLC	396.42		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80158004	THE HUNTINGTON NATIONAL BANK			9,423.06
80158005	RYAN SCHULTE			4,558.60
80158006	ULINE INC		190.22	
80158007	US BANK P CARD PAYMENTS	78,341.23		
80158008	VERIZON WIRELESS		80.02	
80158009	VERTICAL OPTIONS LLC			2,710.04
80158010	VERTIV CORPORATION	7,136.24		
80158011	VESTIS GROUP INC	17.89		
80158012	VOLUNTEERS OF AMERICA OF	90,812.52		
80158013	WASHINGTON TRUST FOR HISTORI	145,555.61		
80158014	WAXIE SANITARY SUPPLY		849.27	
80158015	CDL SOLUTIONS LLC	3,950.50		3,187.55
80158016	CROTHERS, LEO R	175.25		
80158017	1ST CLASS OFFICE SOLUTIONS L	61.37		
80158018	ACTION MATERIALS	574.58		
80158019	ALS LABORATORY GROUP	170.00		
80158020	ALSCO DIVISION OF ALSCO INC	255.19		
80158021	ARROW CONSTRUCTION SUPPLY IN	5,282.74		
80158022	AVISTA UTILITIES	2,592.42		
80158023	INDUSTRIAL SERVICES SOLUTION	7,593.36		
80158024	BOULDER CREST FOUNDATION	28,116.00		
80158025	CAMCO CONSTRUCTION INC			8,123.48
80158026	CARAHSOFT TECHNOLOGY CORP	8,270.96		

80158027	CB PACIFIC INC	10,751.97		
80158028	CDA REDI MIX & PRECAST INC	13,615.68		
80158029	COLEMAN OIL COMPANY LLC	65,294.85		
80158030	COLLISION & CRIME FORENSIC	779.35		
80158031	COLUMBIA RIVER CARBONATES	35,134.52		
80158032	COMMONSTREET CONSULTING LLC	1,419.50		
80158033	STEVE CONNER			16,010.27
80158034	COPIERS NORTHWEST INC	142.74		
80158035	CREEK AT QUALCHAN GOLF COURS			11,715.61
80158036	DAVID CLARK COMPANY INC	299.25		
80158037	DELL MARKETING LP	9,426.77		
80158038	DOWL LLC	1,358.00		
80158039	GORLEY LOGISTICS LLC	61.25		
80158040	FIREPOWER INC			2,522.94
80158041	W W GRAINGER INC	16,624.20		
80158042	HARTFORD STEAM BOILER	223.00		
80158043	KEMIRA WATER SOLUTIONS INC	84,608.76		
80158044	MCKINSTRY CO LLC	6,775.38		
80158045	MJ HUGHES CONSTRUCTION INC	890,424.39		
80158046	PARAMETRIX INC	19,213.62		
80158047	REXEL INC	893.54		
80158048	SAFETY KLEEN CORPORATION	709.10		
80158049	SANDBAGGERS CLUB LLC			11,621.27
80158050	SENSKE PEST CONTROL	2,502.79		
80158051	SOLID WASTE SYSTEMS INC	322,214.85		
80158052	T & T GOLF MANAGEMENT INC			18,550.16
80158053	ASAP TRANSLATION SERVICES LL	1,418.96		
80158054	UNITED STATES ELECTRIC CORP	4,058.52		
80158055	US BANK TRUST NA	50,000.00		
80158056	VERIZON WIRELESS	40.01		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80158057	WA STATE DEPT OF ECOLOGY	1,624.00		
80158058	ZAYO GROUP HOLDINGS INC	3,075.99		
80158059	AMERICAN LOCK & KEY			152.74
80158060	ANATEK LABS INC	95.00		
80158061	SAMUEL UPDIKE			763.70
80158062	AVISTA UTILITIES	1,344.53		70,923.05
80158063	BARR-TECH LLC	21,266.76		1,450.93
80158064	BROADWAY INDUSTRIAL SUPPLY L			93.42
80158065	CDA WASHINGTON LLC			1,199.27
80158066	CRITTER CONTROL OF GREATER	3,351.53		
80158067	DELL MARKETING LP	1,705.04		
80158068	DELTA DENTAL OF WASHINGTON	23,821.84		
80158069	DEVRIES INFORMATION MANAGEME	204.48		
80158070	DP NICOLI INC	327.20		
80158071	DRNS CORP			469.80
80158072	DRY BOX INC			4,473.10
80158073	ENVIRONMENTAL RESOURCE	746.05		

80158074	EUROFINS ENVIRONMENT TESTING	198.00		
80158075	FASTENAL CO	5,991.10		459.20
80158076	FERGUSON ENTERPRISES INC	3,061.06		
80158077	FINLEY BUTTES LIMITED	210,722.32		
80158078	FIREPOWER INC	668.24		
80158079	FISHER SCIENTIFIC	850.78		
80158080	FRANKLIN BRONZE PLAQUES INC	1,443.00		
80158082	GORDON TRUCK CENTERS INC DBA	11,471.27		
80158083	W W GRAINGER INC			158.20
80158084	GRAYMAR ENVIRONMENTAL SERVIC	1,213.63		
80158085	H D FOWLER COMPANY	10,071.31		62.26
80158086	H2E INC	991.44		
80158087	HASA INC	15,107.28		
80158088	MARUBENI AMERICA CORPORATION			3,056.00
80158089	HRA VEBA TRUST	85,734.75		
80158090	IMPERIAL BAG & PAPER CO LLC			686.40
80158091	KAISER FOUNDATION HEALTH PLA	161,204.93		
80158092	KLEINSCHMIDT ASSOCIATES	92,359.67		
80158093	SCP DISTRIBUTORS LLC			3,980.95
80158094	MCCOY POWER CONSULTANTS INC	8,100.00		
80158095	MESA ASSOCIATES INC	4,428.50		
80158096	MYTHICS LLC	1,395.37		
80158097	NALCO CO	3,233.55		
80158098	NAPA AUTO PARTS	836.95		
80158099	NEPTUNE TECHNOLOGY GROUP INC	981.90		
80158100	OUT THERE OUTDOORS			400.00
80158101	OXARC LLC	3,690.85		
80158102	POMP'S TIRE SERVICE INC	26,641.96		
80158103	JANT GROUP II INC			51.04
80158104	SHAMROCK MANUFACTURING INC	1,564.79		
80158105	SHERWIN WILLIAMS CO			283.19
80158106	SITEONE LANDSCAPE SUPPLY LLC			2,762.55
80158107	SPECIALTY MOBILE MIX INC	774.61		880.98
80158108	HESTON HARDWARE			207.36
80158109	SPOKANE FIRE FIGHTERS BENEFI	929,462.24		
80158110	W B SPRAGUE COMPANY INC	163.16		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80158111	SPRING ENVIRONMENTAL INC	1,003.72		
80158112	STONEWAY ELECTRIC SUPPLY			11.59
80158113	SUNBELT RENTALS INC			551.83
80158114	TWO RIVERS TERMINAL LLC	33,514.28		
80158115	UNIVAR SOLUTIONS USA INC	4,909.37		
80158116	VAN ENGELEN INC			2,910.68
80158117	VERIZON WIRELESS			200.05
80158118	VESTIS GROUP INC	70.19		
80158119	WASHINGTON RECREATION AND PA			1,325.00
80158120	NARWHAL MET LLC	1,650.00		
80158121	WCP SOLUTIONS			710.63

80158122	WHITNEY EQUIPMENT COMPANY LL	25,244.08		
80158123	NIKKI HANSHAW	49.32		
80158124	JAKE HIGGINS	249.00		
80158125	GEORGE PEREZVELEZ	63.84		
		9,964,983.62	12,263.79	1,237,699.02
	CITYWIDE TOTAL:			11,214,946.43

Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 11/04/2026

Date Rec'd	10/27/2026
Clerk's File #	CPR 2026-0003
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ACCOUNTING
Contact Name/Phone	MATT BOSTON 6028
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	ACCOUNTING-PAYROLL

Agenda Wording

Report of the Mayor of pending payroll claims of previously approved obligations through: October 24, 2026. Payroll check #582056 through check #582135 $10,398,396.33

Summary (Background)

Payroll

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	**$** 10,398,396.33	**#** Various
Select	**$**	**#**
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	LIPPS, JOSH		
Division Director	STRATTON, JESSICA		
Accounting Manager			
Legal			
For the Mayor			

Distribution List

PAYROLL RECAP BY FUND

PAY PERIOD ENDING OCTOBER 24, 2026

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	14,409.28
0230	CIVIL SERVICE	50,657.20
0260	CITY CLERK	25,836.48
0320	COUNCIL	49,386.40
0330	PUBLIC AFFAIRS / COMMUNICATIONS	42,753.60
0370	ENGINEERING SERVICES	206,743.70
0380	TRANSPORTATION & SUSTAINABILITY	6,631.20
0410	FINANCE	54,363.80
0450	CD/HS DIVISION	10,400.00
0470	HISTORIC PRESERVATION	12,277.60
0480	OFFICE OF CIVIL RIGHTS,EQUITY, & INCLUSION	14,322.40
0500	LEGAL	148,823.36
0520	MAYOR	44,173.56
0550	NEIGHBORHOOD SERVICES	16,594.40
05601	MUNICIPAL COURT	144,197.20
0570	OFFICE OF HEARING EXAMINER	6,916.80
0580	FAMILY & YOUTH SERVICES	4,081.60
0620	HUMAN RESOURCES	45,160.00
0650	PLANNING SERVICES	52,279.20
0680	POLICE	2,571,502.00
0690	PROBATION SERVICES	90,878.43
0700	PUBLIC DEFENDERS	93,759.43
0750	ECONOMIC DEVELOPMENT	16,495.20
0860	TREASURER	0.00
	TOTAL GENERAL FUND	3,722,642.84

FUND	FUND NAME	TOTAL
1100	STREET	301,719.11
1200	CODE ENFORCEMENT	88,773.60
1300	LIBRARY	281,839.49
1380	TRAFFIC CALMING MEASURES	0.00
1390	URBAN FORESTRY	3,353.60
1400	PARKS AND RECREATION	465,037.93
1430	GRANTS MANAGEMENT	32,820.40
1460	PARKING METER	41,100.20
1510	SPOKANE UNITED 911 NETWORK	199,985.23
1620	PUBLIC SAFETY & JUDICIAL GRANT	5,901.71
1680	CD/HS	54,794.80
1970	EMS FUND	2,119,764.69
4100	WATER	553,450.22
4250	INTEGRATED CAPITAL FUND	82,772.81
4300	SEWER	719,584.21
4480	REFUSE	692,692.89
4600	GOLF	74,410.34
4700	GENERAL SERVICES FUND	232,619.77
5100	FLEET SERVICE	127,861.33
5200	PUBLIC WORKS & UTILITY FUND	65,976.87
5300	MIS	221,162.51
5500	PURCHASING	34,067.20
5600	ACCOUNTING SERVICES	133,057.04
5700	MY SPOKANE	37,580.44
5750	PROJECT MANAGEMENT OFFICE	23,051.20
5800	RISK MANAGEMENT	3,361.60
5810	WORKER'S COMPENSATION	3,792.00
5830	SELF-FUNDED MEDICAL/DENTAL	9,800.28
5900	ASSET MANAGEMENT	50,470.82
6060	CITY RETIREMENT	14,951.20
	TOTAL	10,398,396.33

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 10/15/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	10/7/2026
		Clerk's File #	ORD C36964
		Cross Ref #	
Council Meeting Date: 11/04/2026		**Project #**	
Submitting Dept	FINANCE & ADMINISTRATION	**Bid #**	
Contact Name/Phone	MATT BOSTON X6820	**Requisition #**	
Contact E-Mail	MBOSTON@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	ZZAPPONE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SPECIAL BUDGET ORDINANCE – GENERAL FUND SIP LOAN		

Agenda Wording

Amending Ordinance No. C36794, entitled in part, "An Ordinance Adopting a Mid-Biennial Modification Budget for the City of Spokane", and amending it to establish an interfund SIP loan to the General Fund to repay a one-time interfund transfer from the Development Services Fund, and declaring an emergency.

Summary (Background)

This SBO accompanies a Resolution providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed $4,011,000; establishing interfund loan facilities from the Spokane Investment Pool to finance the repayment of a one-time interfund transfer from the Development Services Fund to the General Fund and pay certain bond issuance costs. The State Auditor's Office, during the 2025 financial statements audit, determined the transfer from Development Services to the General Fund in the amount of $4M is impermissible. The City has decided to reverse the transfer and turn it into a SIP loan instead.

What impacts would the proposal have on historically excluded communities?

N/A, this is an internal loan with no impacts on the community.

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 internal loan will have no associated data.

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

N/A, no data will 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?

N/A, the Comprehensive Plan is not related to this loan.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 4,011,000
Current Year Cost	$ 4,011,000
Subsequent Year(s) Cost	$

Narrative

The General Fund will return the transferred funds to the Development Services Fund when the SIP loan is established and issued.

Amount		Budget Account
Revenue	$ 4,011,000	# 0020-88100-99999-39787-99999
Expense	$ 4,011,000	# 5901-79228-97101-80101-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

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	STRATTON, JESSICA	MANAGEMENT &	MILLER, JACOB
Division Director	BOSTON, MATTHEW		
Accounting Manager	DANIELS, DERREK		
Legal	DUGGAN, ANDI		
For the Mayor	PICCOLO, MIKE		

Distribution List

jmiller@spokanecity.org	jstratton@spokanecity.org
sneal@spokanecity.org	

ORDINANCE NO C36964

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ESTABLISH AN INTERFUND SIP LOAN TO THE GENERAL FUND TO REPAY A ONE-TIME INTERFUND TRANSFER FROM THE DEVELOPMENT SERVICES FUND, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the General Fund and SIP Debt 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 General Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $4,011,000.
A) Of the increased revenue, $4,011,000 is provided solely by an operating transfer-in from the SIP Debt Fund.

Section 2. That in the budget of the SIP Debt Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase appropriation by $4,011,000.
B) Of the increased appropriation, $4,011,000 is provided solely for an operating transfer-out to the General Fund.

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to establish an interfund loan from the SIP Debt Fund to the General Fund to repay a one-time interfund transfer from the Development Services Fund, 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

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2026

Committee Agenda type: Discussion

Council Meeting Date: 10/14/2026

Date Rec'd	8/4/2026		
Clerk's File #	ORD C36948		
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	SARAH DIXIT 625-6275	**Requisition #**	
Contact E-Mail	SDIXIT@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	SDIXIT BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ORDINANCE ESTABLISHING EQUITABLE BUDGETING FOR THE CITY OF		

Agenda Wording

An ordinance establishing the Equitable Budgeting Processes for the City of Spokane, amending Section 03.01B.021, and adopting a new chapter 18.13 to Title 18, all of the Spokane Municipal Code.

Summary (Background)

This ordinance formally embeds equity into Spokane's budgeting and policy processes. It expands the authority of the Office of Civil Rights Equity and Inclusion (OCREI), requires every department to assess and report equity impacts, mandates training, and establishes a multi-year planning and reporting structure to reduce disparities and improve outcomes for historically underserved communities.

What impacts would the proposal have on historically excluded communities?

This ordinance helps organize and track the impacts of city policies, programs and budget in all our communities with a specific call out for 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?

The ordinance includes reporting requirements. Commencing June 1, 2027, and annually thereafter, OCREI will publish an annual report outlining the City's implementation of this Chapter.

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

The ordinance requires departments to make their vision, understand the data and make yearly reports in collaboration with OCREI.

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?

Follows the establishment of the equity subcommittee resolution 2021-0098 and to collaborate with the City Council and city departments on policy and budget initiatives. It supports chapter 13, Local Governance and Citizenship vision and values and multiple goals in that chapter; LGC1, LGC2.

Council Subcommittee Review

This concept was introduced by the Equity Subcommittee and presented to the Human Rights Commission on July 2, 2026.

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			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal			
For the Mayor			

Distribution List	
jhaynes@spokanecity.org	amcdaniel@spokanecity.org
bwilkerson@spokanecity.org	sdixit@spokanecity.org
agibilisco@spokanecity.org	

ORDINANCE NO. C36948

An ordinance establishing the Equitable Budgeting Processes for the City of Spokane, amending Section 03.01B.021 relating to the Office of Civil Rights, Equity, and Inclusion (OCREI), and adopting a new chapter 18.13 to Title 18, all of the Spokane Municipal Code.

WHEREAS, the City of Spokane values the dignity and worth of all human beings and is committed to promoting justice, equity and an inclusive environment for all by respecting cultural and individual diversity and fostering mutual understanding among all people; and

WHEREAS, equity and inclusivity is called out throughout the City of Spokane's Comprehensive Plan, Chapter 10 which states: "A city's role in improving the health and well-being of individuals, families, and communities requires addressing the factors that influence or cause health-related behaviors, such as: resource allocation, the physical environment, housing choices, quality education, efficient public transportation, employment options, a rehabilitation-based criminal justice system, cultural and recreational opportunities, and accessible health systems through local policies that enhance equity;" and

WHEREAS, advancing and enhancing equity requires a systematic approach to embed fairness in decision-making processes to ensure that executives of City departments, policy-makers, and community organizations will recognize and work to redress inequities in their policies, and programs that serve as barriers to equality of opportunity; and

WHEREAS, disparities by race continue to be seen across the nation and in Spokane in almost every measure of human health and wellbeing, incarceration and arrest rates, risk of death from homicide, annual income, net worth, access to education, home ownership and key indicators of public health, such years of potential lives lost prematurely, and diabetes; and;

WHEREAS, one example of inequitable health disparity in Spokane is the 13.6-year life expectancy gap between the residents of Riverside and East Central neighborhoods, whose life expectancy is 71.2 years, the life expectancy of the residents of the Manito neighborhood, which is 84.8 years; and

WHEREAS, the purposes of the Equity Subcommittee are to identify, remove, and dismantle (disrupt) racial, social, and economic inequities in City services, programs, and decision-making process by collaborating with City Council and administration leadership, and further, to ensure that race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability (as defined by Americans with Disabilities Act and/or

that Washington State Law Against Discrimination), do not predict or hinder one's opportunities for success; and

WHEREAS, to accomplish the foregoing goals, it is essential to embed those principles in the City's long-term planning and budgeting processes by ensuring equity is applied as a process and focused on outcomes, by requiring data-driven decisions and by centering communities most impacted by disparities; and

WHEREAS, equitable budgeting creates a more transparent budgeting process with clear measurable goals for departments; and

WHEREAS, equitable budgeting is focused on five key metrics which are: Disparity & Harm Reduction, Improve Data Collection & Use, Increase Community Education & Transparency, Engage Community, Establish Collaborative Funding Streams—all of which create a fairer and more efficient budget; and

WHEREAS, this ordinance would modernize the city's budgeting process, creating a more accountable budget; and

WHEREAS, members of the Equity Subcommittee presented to Spokane City Council Finance and Administration Committee on May 28, 2026 and made a recommendation to City Council to adopt an Equitable Budgeting Ordinance; and

WHEREAS, since its consideration in Committee, this ordinance has undergone further review by Council, administration and stakeholders to clarify goals, terms, and requirements;

NOW THEREFORE, the City of Spokane does ordain:

Section 1. Section 03.01B.021 of the Spokane Municipal Code is amended to read as follows:

Section 03.01B.021 Office of Civil Rights, Equity, and Inclusion (OCREI)

A. The Office of Civil Rights, Equity, and Inclusion (OCREI) is an administrative department within the Office of the Mayor established to provide citywide leadership and guidance in the areas of civil rights, equity, and inclusion. The Office of Civil Rights, Equity, and Inclusion promotes the removal of historical and existing barriers to access to services within the boundaries of the city of Spokane and works to eliminate discrimination in housing, employment, and public accommodations for all people; receive, oversee investigations and resolve complaints of discrimination not under the jurisdiction of other government entities; recommend policies to all departments and divisions of City government in matters affecting civil rights, equity and inclusion; recommend implementation plans for such programs and policies; and

promote awareness within City government and the city of Spokane through public education and outreach.

B. The Office of Civil Rights, Equity, and Inclusion serves as the administrative liaison to the Spokane Human Rights Commission.

C. The Office of Civil Rights, Equity, and Inclusion implements the requirements for Language Access in Municipal Proceedings as outlined in Chapter 18.11 of the Spokane Municipal Code.

D. The Office of Civil Rights, Equity, and Inclusion assists City departments in the development of, and compliance with, the equitable budgeting provisions in Chapter 18.13 of the Spokane Municipal Code.

Section 2. That there is enacted a new chapter 18.13 to Title 18 of the Spokane Municipal Code to read as follows:

18.13 Equitable Budgeting

Section 18.13.010 Purpose, Community Impact of City Budget, Policies, and Program Development

Section 18.13.020 Definitions

Section 18.13.030 Directive to Identify Community Impacts; Equity Plan

Section 18.13.040 Implementations and Milestones

Section 18.13.050 Equitable Budgeting and Grant Funding

18.13.010 Purpose, Community Impact of City Budget, Policies, and Program Development

Spokane has commitment to livability and sustainability, yet not all people, families and neighborhoods share this experience. Local data show that people of color, people with disabilities and people from low-income backgrounds fare worse than many other city residents in areas like educational attainment, income, health outcomes and housing affordability and quality. Centering equity, racial justice in policy, budgeting and program development is a strategic necessity for addressing these gaps in income, health and safety outcomes, housing affordability and accessibility, and is essential to strengthening Spokane's overall livability and long term resilience.

18.13.020 Definitions

A. “Annual budgeting process” means the creation of departmental budgets and funding requests as a part of the biennial budget creation and mid-biennial budget adjustments.

B. "Community Impact Equity Plan" means a multi-year strategic plan aiming to achieve equity and racial justice in City policies and budgeting.

C. "Equity" means outcomes and processes that result in fair and just access to opportunity and resources for all Spokane residents.

D. “Equitable Distribution” means a fair and just, but not necessarily equal, allocation intended to mitigate disparities in benefits and burdens that are based on current conditions, including existing legacy and cumulative impacts, that are informed by cumulative accessibility, livability, education, economic mobility, and environmental health impact analysis.

E. "Equity subcommittee” means that ad hoc subcommittee of the City Council established pursuant to City Council Resolution 2021-0098, as modified and supplemented from time to time.

F. “Historically underserved communities” describes groups that have been disproportionately harmed by systemic inequities, discrimination, and exclusionary policies based on race, sex, gender, people with disabilities, geography, and income.

G. “Key Performance Indicator” or “KPI” means a quantifiable, measurable goal outlining performance targets over time that, for purposes of this section, work toward eliminating disparities, reducing harm, improving internal data system utilization and reporting to increase efficiencies and equity in delivery of municipal programs and services.

H. Racial justice" means the elimination of racial inequality and advancement of collective prosperity for communities that have been most negatively impacted because of their race or ethnicity.

18.13.030 Directive to Identify Community Impacts; Equity Plan

A. The Office of Civil Rights Equity and Inclusion (OCREI) shall work with City departments to identify Key Performance Indicators (KPIs) necessary to mitigate or eliminate negative impacts of budgetary reductions or re-appropriations on historically underserved communities.

B. Departments must conduct a yearly equity assessment, using the equity assessment tool recognized by Office of Civil Rights Equity and Inclusion (OCREI),to inform and support the departments’ consideration of historically underserved communities when

making funding requests during the annual budget process and to assist the department with the equitable distribution of the services provided to city residents;

C. No later than January 1, 2028, and with the assistance of the Office of Civil Rights Equity and Inclusion (OCREI), all departments shall create a multi-year Community Impact Equity Plan and provide annual, public progress updates each year alongside the budget process. The Community Impact Equity Plan shall include, at a minimum, the following elements and information:

   1. Measurable and achievable City-focused key performance indicators that meet the intent of this chapter to reduce harm and address the disparities of historically underserved communities and ensure equitable distribution of departmental services to residents;
   2. A process to define and fulfill measurable, achievable KPIs that reduce harm, address disparities and improve data collection;
   3. Written annual status and progress reporting of each department's Community Impact Equity Plan as part of the City's budget process each fiscal year;
   4. Annual requirements and opportunities for City employees to undergo equity, racial justice training and education; and
   5. Identification of collaborative measures with community stakeholders and other City departments to ensure complete and comprehensive data relating to equitable impacts of City policies and budgeting processes, including, but not limited to:
      a. Collaboration with the Housing and Human Services Division and Grants Management Department to secure relevant research and data,
      b. Collaboration and consolidation of relevant research and analysis,
      c. Joint applications for federal, state and philanthropic resources,
      d. Joint development and implementation of tools, platforms and best practices that identify factors such as accessibility, livability, environmental, health, economic, and racial equity impact assessments,.
      e. Joint development and implementation of community education and community participation in the city budget process.

D. The Equity subcommittee may advise on policy issues pertaining to equitable budgeting, in addition in supporting technical assistance in data and research, and community engagement efforts as capacity allows. Departments are encouraged to avail themselves of the advice, information and guidance of the subcommittee.

18.13.040 Implementations and Milestones

A. Commencing with preparation and adoption of the 2028-2029 mid-biennial budget modification, and thereafter with preparation and adoption of all biennial budgets and modifications, all City departments' budget proposals shall include funding designed to meet the KPIs set forth in the department's Community Impact Equity Plan.

B. Commencing with preparation and adoption of the 2028-2029 mid-biennial budget modification, and thereafter with preparation and adoption of all biennial budgets and modifications, City departments may include an updated equity plan in their annual budgeting process. Whether or not an updated plan is provided, department's shall as part of the budgeting process include data from the previous year's KPIs and any modifications of plan KPIs.

C. Commencing June 1, 2028, and annually thereafter, OCREI will publish an annual report outlining the City's implementation of this Chapter.

D. Quantifiable departmental cost savings resulting from increased municipal efficiencies arising from implementation of each Department's Community Impact Equity Plan will remain within said department's fund/budget, and, to the extent practicable, are to be reinvested into advancing equity, reducing disparities, and/or improving internal data systems within that department."

8.13.050 Equitable Budgeting and Grant Funding

A. The City of Spokane regularly modifies its adopted biennial budget through Special Budget Ordinances (SBOs), consistent with the requirements of state law. Some SBOs have significant impacts on the City's budget, any many relate to grant funding opportunities that materialize during the biennium and outside of the regular budgeting process. The impacts of such special budget ordinances and grant funding opportunities on equitable budgeting principles might not be readily identifiable. For this reason, each Department's Community Equity Impact Plan shall include:

   1. A process to identify whether SBOs specific to the department result in reductions or re-appropriations on that negatively impact historically underserved communities; and

   2. An outline of all sources of revenue with a specific itemization of grant funded revenue sources, whether such grant sources have equity goals and components, and a plan to assess the use of grant funding to fulfill one or more of the Department's KPIs.

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 _____, 2026.

_____
Council President

Attest:

Approved as to Form

_____
City Clerk

_____
Assistant City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/04/2026

Date Rec'd	9/16/2026		
Clerk's File #	ORD C36962		
Cross Ref #			
Project #			
Submitting Dept	MANAGEMENT & BUDGET	**Bid #**	
Contact Name/Phone	JACOB MILLER X6421	**Requisition #**	
Contact E-Mail	JMILLER@SPOKANECITY.ORG		
Agenda Item Type	Final Reading Ordinance		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	2027 PROPERTY TAX ORDINANCE		

Agenda Wording

Adoption of the 2027 Property Tax Ordinance.

Summary (Background)

Each year, per RCW 84.52.070, the City Council must pass the annual property tax levy and transmit to the County Assessor and the Board of County Commissioners the amount of property taxes levied on property in the City. The revenue hearing will be held on October 28, 2026, with the ordinance consideration on November 4, 2026.

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

This is a placeholder ORD pending new construction estimates from the County assessor.

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	MILLER, JACOB		
Division Director	STRATTON, JESSICA		
Accounting Manager	DANIELS, DERREK		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
jmiller@spokanecity.org	jstratton@spokanecity.org
mboston@spokanecity,org	sneal@spokanecity.org

ORDINANCE NO. C36962

An ordinance updating the annual City of Spokane property tax levy for 2027.

WHEREAS, the Spokane City Council, the governing body of the City of Spokane, a taxing district ("District" or "City") of the State of Washington, has met and considered its budget for the calendar year 2027, holding public hearings thereon; and

WHEREAS, the District's actual regular levy amount from the previous year (2026) was $89,918,859.54 exclusive of administrative refunds; and

WHEREAS, the City Council, after hearing and after duly considering all relevant evidence and testimony presented, has determined that the City of Spokane requires a regular levy as provided hereafter, as well as an EMS levy as provided hereafter, both of which include an increase in property tax revenue from the previous year, and amounts resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred, in order to discharge the expected expenses and obligations of the City and in its best interest; and

WHEREAS, the levy amounts stated in this ordinance are exclusive of administrative refunds and of reimbursement for taxes abated or canceled, which the City is authorized to levy in addition to the amounts stated herein pursuant to RCW 84.69.180, in an amount to be determined; and

WHEREAS, the District population is more than 10,000;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Regular Levy.

A. An increase in the regular annual property tax levy is hereby authorized for the levy to be collected in the 2027 tax year, said increase to be in the amount of $1,123,985.74, which is a percentage increase of 1.25% from the previous year's actual levy, prior to the inclusion of administrative refunds.

B. This increase is exclusive of additional revenue in 2027 resulting from new construction, improvements to property, newly constructed wind turbines, increases in the value of state assessed property, and any annexations that have occurred and administrative refunds or amounts as required or permitted by law.

C. Resolution No. 2014-0085 concerning a levy lid lift for improved and integrated streets, passed by the Spokane City Council on July 28, 2014, and approved by the voters in the election of November 4, 2014, replaces the existing $0.57 property tax assessment for repayment of the 2004 street bond beginning in 2015. The voter approved Measure authorizes a levy lid lift of up to $0.57 per $1,000 of assessed valuation, in the first year, resulting in no net increase in the 2015 tax rate. This voter approved levy will remain in effect for 20 years.

D. Resolution No. 2023-0094 concerning a levy for library services, passed by the Spokane City Council on December 4, 2023, and approved by the voters in the election of February 13, 2024, provides for an increase in the regular property tax levy in excess of state law beginning in 2025. The voter approved Measure authorizes an increase in the regular property tax levy of up to $0.07 per $1,000 of assessed valuation. This voter approved levy will remain in effect for a period of three years.

E. Resolution No. 2018-0103 concerning a levy for police and fire personnel and funding crime reduction programs, passed by the Spokane City Council on December 10, 2018 and approved by the voters in the election of February 12, 2019, provides for an increase in the regular property tax levy in excess of state law beginning in 2020. The voter approved Measure authorizes an increase in the regular property tax levy of up to $0.30 per $1,000 of assessed valuation. This voter approved levy will remain in effect in perpetuity.

F. As stated in Resolution No. 2018-0103, the Public Safety levy lid lift is a Permanent Single Year Levy Lid Lift. Pursuant to RCW 84.55.050(1), the dollar amount collected in 2020 shall be used for the purpose of computing the limitations of the Public Safety lid lift for subsequent levies in 2021 and each subsequent year thereafter.

G. Resolution No. 2025-0026 concerning a levy lid lift for park improvements and safety, passed by the Spokane City Council on May 5, 2025, and approved by the voters in the election of November 4, 2025. The voter approved Measure authorizes a levy lid lift of $0.27 per $1,000 of assessed valuation in the first year, and a 3% annual levy lid limit factor on the regular property tax levy for the years 2027-2031. This voter approved levy will remain in effect for 20 years.

H. The total regular property tax levy for 2027, including amounts estimated for new construction, annexations, any other add-ons, and under-levied or over-levied taxes from prior years, but exclusive of administrative refunds, is estimated at $92,400,000, which is a percentage increase of 2.76% from the previous year's actual levy of $89,918,859.54, also exclusive of administrative refunds.

Section 2. Existing GO Bonds.

In the case of the tax levied to raise $11,565,075 for Principal and Interest on the City of Spokane's outstanding General Obligation Bonds, the County Assessor, in spreading the tax upon the rolls shall determine the dollar rate required.

Section 3. EMS Levy.

Ordinance C-36175 concerning a levy for emergency medical services (EMS), passed by the Spokane City Council on February 14, 2022 and approved by the voters in the election of April 26, 2022, provides for a levy for six consecutive years beginning in 2023, with the rate in the first year being $0.50 per $1,000 of assessed valuation.

A. As required by RCW 84.55.120, this ordinance must specifically state the dollar increase requested, as well as the percent change from the previous year. For 2027 the City is requesting an increase of $178,725.01 which is a 1% increase over the 2026 EMS Levy.

B. This increase is exclusive of additional revenue in 2027 resulting from new construction, improvements to property, newly constructed wind turbines, increase in the value of state assessed property, and any annexations that have occurred and administrative refunds or amounts as required or permitted by law. The total EMS levy for 2027, including amounts we have estimated for new construction, annexations, and other add-ons, but exclusive of administrative refunds, is estimated at $18,100,000, which is a percentage increase of 1.27% from the previous year's actual levy of $17,872,501, also exclusive of administrative refunds.

Section 4. Certification; Filing.

The City Council certifies all information as stated herein. Appropriate City staff are directed to transmit all required information required to the Clerk of Spokane County Board of County Commissioners and County Assessor, including budget estimates of amounts to be raised by taxation on assessed value of property (RCW 84.55.020), estimated beginning and ending cash balances (RCW 84.52.025), and the amount of

taxes levied on assessed value within the City (RCW 84.52.070). Pursuant to Section 19 of the City Charter, this measure takes effect immediately on first reading and passage.

Passed by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 10/06/2026

Committee Agenda type: Discussion

Council Meeting Date: 11/04/2026

Date Rec'd	9/27/2026		
Clerk's File #	ORD C36963		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	SARAH 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	KTELIS BWILKERSON		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	EMERGENCY LOANS OF CITY EQUIPMENT AND PROPERTY ORDINANCE		

Agenda Wording

An ordinance related to emergency loans of City equipment and property; adopting a new Section 02.04.105; and repealing Section 03.13.050 of the Spokane Municipal Code.

Summary (Background)

This ordinance updates the City's policy for loaning equipment and property during emergencies by extending this authority to all divisions and departments, adding the Director of Emergency Management or their designee as the authorizing authority, and creating a Council notification requirement when the emergency loan of property or equipment is or is expected to last longer than 30 days. This ordinance recodifies these provisions in Chapter 02.04 - Emergency Management.

What impacts would the proposal have on historically excluded communities?

This ordinance establishes provisions for the loaning of City equipment and property during emergencies outside of the mutual aid 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?

This ordinance establishes provisions for the loaning of City equipment and property during emergencies outside of the mutual aid process.

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

This ordinance establishes provisions for the loaning of City equipment and property during emergencies outside of the mutual aid process.

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 Municipal Code 02.04 - Emergency Management

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	MCDANIEL, ADAM		
Division Director			
Accounting Manager	BAIRD, CHRISTI		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
snuss@spokanecity.org	

ORDINANCE NO. C36963

An ordinance related to emergency loans of City equipment and property; adopting a new Section 02.04.105; and repealing Section 03.13.050 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That there is adopted a new Section 02.04.105 to Chapter 02.04 of the Spokane Municipal Code to read as follows:

Section 02.04.105 Emergency Loans of City Equipment and Property

A. In response to an emergency, disaster, mutual aid request, statewide mobilization, or other incident requiring interjurisdictional emergency assistance, the Director of Emergency Management or their designee may authorize City departments to loan City equipment or property to another governmental agency or authorized emergency response organization when such assistance serves a public purpose and will not unreasonably impair the City's ability to provide essential services.

B. City property and equipment provided under this section shall remain under City of Spokane ownership and may be recalled at any time when needed for City operations, public safety, continuity of operations, or protection of City assets.

C. Any division, department, or office shall maintain reasonable documentation identifying the property or equipment provided, the receiving agency or organization, purpose of the loan, anticipated duration, and applicable terms regarding custody, reimbursement, or replacement, provided an existing mutual aid, interlocal, mobilization, or other applicable agreement shall satisfy these requirements.

D. The City Council shall be notified of loans of City equipment or property extending beyond thirty (30) days.

Section 2. That Section 03.13.050 of the Spokane Municipal Code is hereby repealed.

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:

_____

City Attorney

_____

Mayor

_____

Date

_____

Effective Date