

**REGULAR MEETING NOTICE/AGENDA OF THE
Northeast Public Development Authority (PDA)**

**MEETING OF Friday, April 11th, 2025,
10:30 A.M. – Northeast PDA Offices**

A regular meeting of the Northeast PDA will be held at **10:30 A.M. on Friday, April 11th, 2025**, at the Northeast PDA's offices – 5006 N Market Street – or virtually via Zoom (link in agenda).

The meeting will be conducted in a regular format and will be open to the public. Public testimony will be taken, and discussion will be limited to appropriate officials and staff.

Executive Session

At any time during or after the regular agenda, the NEPDA Board may choose to adjourn into Executive Session for the purpose of discussing privileged legal matters. This portion of the meeting would be closed to the public.

NORTHEAST PUBLIC DEVELOPMENT AUTHORITY (NEPDA) REGULAR BOARD MEETING AGENDA

Date: April 11th, 2025

Time: 10:30 am to 12:00 pm (Pacific Time)

Location: Northeast PDA Offices - 5006 N Market St., or virtual via Zoom

Join Zoom Meeting:

<https://zoom.us/j/5453150461?pwd=VWUzRTg2Y3I5dGhRcVNJS2pCeW8yZz09>

Attendees: Northeast Public Development Authority Board of Directors, Staff, Invitees and Guests

Discussion Items:

10:30 am - 10:35 am

Welcome and Introductions

Approval of Minutes:

Approval of meeting minutes from March 19th, 2025

Public Comment

10:35 am - 10:50 am

Board Composition

1. Ryan Arnold, Regional Business Manager, Avista

Action Item: Resolution No. 2025-006: A RESOLUTION of the Northeast Public Development Authority (the "NEPDA") Board of Directors for the appointment of a new member to the NEPDA Board of Directors.

10:50 am - 11:20 am

2026 City Comprehensive Planning

1. Tirrell Black, City of Spokane

11:20 am - 11:40 am

Esmerelda Commerce Park Development Agreement

Action Item: Resolution No. 2025-005: A RESOLUTION of the Northeast Public Development Authority (the "NEPDA") Board of Directors to approve the Interlocal Agreement Regarding Funding for Incentivizing NEPDA Public Improvements between the NEPDA and the City of Spokane.

Action Item: Resolution No. 2025-003: A RESOLUTION of the Northeast Public Development Authority (the "NEPDA") Board of Directors to approve the Esmerelda Commerce Park Development Agreement related to the Esmerelda Commerce Park Project

11:40 am - 11:50 am

3011 Wellesley Project

1. Project status update
2. Potential tariff impacts

11:50 am - 12:00 pm

General Matters

1. Financials review
2. 3112 Olympic acquisition and next steps
3. Grant strategy support

12:00 pm

Other Business, Closing

Next Meeting: May 9th, 2025, 10:30 am - 12:00 pm

DISCLOSURES

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. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mLOWmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

EXECUTIVE SESSION: An Executive Session may be called during the meeting. The purpose must be announced and is limited by RCW 42.30.110. Examples include: (1) to discuss with legal counsel litigation, potential litigation and/or legal risks (RCW 42.30.110(1)(i)); (2) to consider the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price (RCW 42.30.110(1)(b)); and (3) to consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price (final action selling or leasing public property shall be taken in a meeting open to the public)(RCW 42.30.110(1)(c)).

NORTHEAST PUBLIC DEVELOPMENT AUTHORITY

Date: Mar 19th, 2025

Meeting Time: 01:00 pm

Location: NEPDA Office, 5006 N. Market, or virtual via Zoom

Attendees

NEPDA Board of Directors

- Michael Cathcart, Chairman
- Josh Kerns, Vice-chair
- Marlene Feist, Secretary-Treasurer
- Scott Simmons, Member
- Tracie Oergel, Member
- Shelly Sonderen, Member

Board Staff

- Jesse Bank, Executive Director
- Jared Aranda, Administrative Manager
- Megan Clark, Legal Counsel

Guests

- Steve MacDonald, City of Spokane
- Shae Blackwell, City Staff
- Ron Valencia, City Staff

Welcome and Introductions

Call to Order

- Chair Cathcart called the meeting to order at 1:05 pm.

Public Comment

- No public comments.

Approval of Minutes

- Chairman Cathcart lead the approval of minutes.
- Secretary Feist moved the morion to approve while Member Sonderen offered to second the motion.

Valley Springs Rd.

- Developer requested NEPDA to acquire parcel 35031.0108 to realign the connection to Wellesley at the toe of Beacon Hill in an effort to mitigate a sharp curve and create a safer connection of Valley Springs Rd to Wellesley Ave.
 - ED Bank inquired the Board of its willingness to proceed discussion with the proposal.
 - Property owner is willing to offer the property for sale for \$325,000 (\$15/sq ft).
 - Q&A
 - Vice-Chair Kerns asked what the process would be to acquire the land and the disposal at a later date. ED Bank responded that the NEPDA would hypothetically grant an easement to use the land for stormwater and road facilities on the property, charging the developer to avoid “gifting.”
 - Member Sonderen asked if the developer would approach the property owner on its own. ED Bank is not aware of any contact but confirmed that would be an option for the developer (to acquire the lot without involvement from NEPDA).
 - Chairman Cathcart asked if the storm water facility could be moved and if the lot could be further subdivided for future development.
 - Sec. Feist noted that there is currently sufficient right of way to construct the road connection (without the acquisition) - even if acquiring the property would improve the roadway from a safety standpoint.
 - ED Bank noted that the developer is required to make the improvements and will be reimbursed through TIF funding.
 - Conclusions
 - Member Simmons feels the property owner has sufficient funding in place while the NEPDA resources are limited due to commitments to other projects. He recommends Board decline further discussion of proposal.
 - Vice-Chair Kerns concurs as do other board members. Sec Feist noted that ending the discussion now would be beneficial, so the developer does not face any delays relating to this request.
 - The Board declines to take up any further action on this matter.

Esmeralda

- Esmeralda Commerce Park Development Agreement
 - ILA with City for distribution of Strategic Funds
 - Resolution No. 2025-003 has not completed legal review. Topic will be discussed at this meeting and voted on in the next meeting.
 - Strategic funds have been held by the City because the NEPDA lacked capacity at the time the funds were set aside to administer the payments.
 - Q&A

- Chairman Cathcart asked if there is a possibility Council would try to claw back the funds. Sec Feist answered that Council would have to override its previous action that allocated the funds to claw them back.
- Transferring the funds to the NEPDA will allow for the funds to be deployed as originally intended by Council, now that NEPDA has sufficient capacity to administer the funds and associated payments.
- Steve MacDonald would likely be the official sponsor of the ILA since Sec. Feist is on the NEPDA Board.
- ED Bank noted that there is now a termination clause in the ILA that if any portion of the agreement is not fulfilled, the funds will be taken back and allocated to an alternative use.
- Conclusions
 - The strategic funds will be deployed following two triggers: The first tranche will be released at the time of permitting (fairly soon) from the funds currently held by the City (that will transfer to the NEPDA). The second tranche will be reimbursed by the NEPDA to the developer, based upon increased revenues from the improvements.
 - The ILA seeks to reimburse future right of way improvements by reimbursing revenues to the developer.
 - Stone (the developer) is currently planning to sell the parcel off to an owner-operator. They wanted to add a clause that stipulates that the funding would be delivered upon completion of development of the site or the completion of a building on the site.
 - Member Simmons sought to clarify that the second tranche of funding would come from revenues associated with the improvements on their site. For example, if the developer competes a smaller project at a later time, the funding will be reimbursed slower as there would be less revenue coming in. Regardless of what is developed, the reimbursement will be made based upon whatever revenues are ultimately generated.
 - Legal Counsel, Megan Clark suggested that ILA is signed contingent upon approval of the agreement with the developer.

3112 E. Olympic Acquisition

- Pending sale of property to the NEPDA for \$220,000 in the purchase-sale agreement.
 - Board agrees that this is a good strategic investment that will benefit Market St.
 - Vice-Chair Kerns supports the acquisition, assuming it is not held indefinitely.
- **Resolution No. 2025-004**
 - Authorizing the NEPDA to acquire the property of 3112 Olympic.
 - Member Simmons moved to adopt the motion. Member Sonderen moved to second the motion. Resolution passed unanimously.

General Facility Charge (GFC) Waivers

- Sec. Feist informed the Board that City staff and personnel are only allowed to discuss this matter in public session. If the NEPDA is to hold discussions in Executive Session that would include conversations regarding actions that could be adverse toward the City, they are to recuse themselves from those discussions (in Executive Session only).
- ED Bank highlighted a letter from the Mayor's office with a proposal regarding the GFC situation impacting the Vistas at Beacon Hill developer, Howard Capital Group. LC Clark advised that only a reading of the letter and discussion about its contents in general terms be made in public session. Any opinions, interpretations, responses, or proposals for a response or action should be made in Exec. Session due to legal risk [RCW 42.30.110 (iii)].
- ED Bank noted the letter is bifurcated from the larger GFC waiver issue, focusing on the impacts on this particular developer and a proposal from the City for this developer.
- Sec. Feist clarified that the developer opted to pay 25% of the amount the City is requiring to "lock in" 2024 rates and not escalate into 2025/26 rates.
- ED Bank notes that the letter proposes the City will cover 25% of the GFC amount if the developer, NEPDA, and Spokane County each cover 25%.
- The Board decided to table discussions until completing the remainder of the agenda to allow the members from the City to leave when the remainder of the Board moves into Executive Session.

PDA Financial Review

- \$1.8m total assets on the balance sheet.
- Some large spikes in revenue are expected this year related to development activity at the Hollister-Steir site, along with significant outlays for the 3011 Wellesley project. Cashflow will remain stable overall throughout the year.

3011 Wellesley

- ED Bank highlighted the generous contribution from STCU of \$25,000 that was facilitated by The ZONE and the NE Community Center.
- Design-build team is actively exploring multiple options, including mass timber as a potential building material.
- CDBG application was rejected by the CHHS review committee.
 - ED Bank noted that the project was tied for third place (of 22 applicants). The committee stated they would award the top three applications, but the other project tied for third was awarded while NEPDA was not.

General Matters

- Infrastructure updates:
 - Freya project has broken ground, backing up traffic within the district.
 - Myrtle has been adopted into the Capital Improvement Plan, aligning with recommendations coming out of the Hillyard Subarea Plan. This project is partially funded by Ecology funding from Overburdened Communities Grant.
 - East Wellesley rebuild is on track for breaking ground within a year.

MINUTES - Regular Meeting

- Active discussions are occurring with the City to return Market and Haven St to two-way arterials to calm traffic and re-route freight to the NSC freeway.
- NSC – project is at risk of delays due to budget discussions at the legislature. Chair Cathcart is looking to collect letters of support to pressure the full completion of the project on time.

Resolutions

- **Res. 2025-003** Esmarelda Commercial Park Agreement
 - Chair Cathcart proposed Resolution 25-003
 - Vice-chair Kerns made the motion to approve, contingent upon compliance to the agreed upon terms for releasing the pledged incentive dollars.
 - Member Simons made a second to the motion.

Notable items, Around the Room, Closing

- No further matters were discussed.

The president of the meeting, Chair Cathcart, passed the gavel to Vice-Chair Kerns at 2:18pm prior to the Board electing to enter into executive session.

Executive Session

- Board convened into executive session for appx 20 min.
 - Per RCW 42.30.110 (iii) Legal Risk: Litigation or legal risks of a proposed action or current practice that the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency.
 - Two members of the Board from the City recused themselves from discussion due to a potential, perceived, or actual conflict.
 - The Board declined to take any action related to items discussed in Exec. Session.

Vice-Chair Kerns adjourned the meeting at 2:39pm

NEXT MEETING

April 11th, 2025, 10:30 – 12:00 PM, Northeast PDA Office (5006 N. Market St.) or virtual via Zoom

**NORTHEAST PUBLIC DEVELOPMENT AUTHORITY
RESOLUTION NO. 2025-006**

A RESOLUTION of the Northeast Public Development Authority (the “NEPDA”) Board of Directors for the appointment of a new member to the NEPDA Board of Directors.

WHEREAS, the NEPDA was originally established by City of Spokane Ordinance No. C-34813 on December 12, 2011 and reformed by the Interlocal Agreement between the City of Spokane and Spokane County through City of Spokane OPR #2019-0928 and Spokane County Resolution #19-1390 (“Interlocal Agreement”) to assist the City of Spokane and Spokane County to facilitate economic development of the Northeast area of the City and County; and

WHEREAS, Section 5 of the Interlocal Agreement allows the NEPDA Board to select at-large business representatives to serve three year staggered terms;

WHEREAS, due to the resignation of an at-large business representative, a vacant seat exists on the NEPDA Board;

WHEREAS, the NEPDA Board has reviewed a candidate for this position on the Board, and hereby appoints the following individual to the NEPDA Board:

1. Ryan Arnold, Regional Business Manager, Avista

BE IT RESOLVED, that pursuant to the authority provided in the Interlocal Agreement and NEPDA bylaws, the NEPDA has appointed the aforementioned individual to immediately serve on the NEPDA Board of Directors;

BE IT FURTHER RESOLVED, that the officers and staff of the NEPDA are hereby authorized and directed to take all action necessary and proper to effectuate the foregoing;

BE IT FURTHER RESOLVED, any actions of the Board of Directors or staff of the Northeast Public Development Authority prior to the date hereof and consistent with the terms of this resolution are ratified and confirmed.

ADOPTED by an affirmative majority vote of the Board of the Northeast Public Development Authority on the 11th day of April, 2025.

NORTHEAST PUBLIC DEVELOPMENT AUTHORITY

BOARD CHAIR

CERTIFICATE

I, the undersigned, Secretary of the Northeast Public Development Authority Board of Directors, a municipal corporation organized under the laws of the State of Washington, do hereby certify that the foregoing resolution was duly approved and adopted by the Board of Directors of the corporation at a meeting of the Board of Directors duly called and held on the 11th day of April, 2025, at which meeting a quorum was present; and that said resolution, as set out above, will appear in the minutes of said meeting in the corporation's minute book.

DATED this _____ day of _____, 2025.

SECRETARY

RYAN S. ARNOLD

RyanArnold83@gmail.com
[Linkedin.com/in/RyanSArnold](https://www.linkedin.com/in/RyanSArnold)
Spokane, WA / Coeur d'Alene, ID

SUMMARY

Proven leader in economic development, community impact, and business growth. Skilled in fostering cross-sector partnerships, scaling organizations, and leading both local and global initiatives. Expertise in environmental and community issues, corporate and philanthropic fundraising, and entrepreneurship. Strong networks across business, education, health, and climate sectors, driving high-impact outcomes.

RELEVANT EXPERIENCE

REGIONAL BUSINESS MANAGER, SPOKANE

2024 – PRESENT

Avista Corporation – Spokane, WA

- As part of the Business and Public Affairs team, nurtures relationships with regional city and state officials, community non-profits, and regional businesses to support Avista's role as a community leader.
- Partners with economic development, workforce, and sustainability partners to grow the regional economy.
- Collaborates with regional emergency response and wildfire programs to support rural community safety and resiliency.

VICE PRESIDENT OF INVESTMENTS AND PARTNERSHIPS

2022-2024

My Green Lab – Global (Remote, Spokane, WA)

- Co-led a successful \$5,000,000 equity fundraise with the CEO to provide additional company growth capital.
- Established and maintained relationships with a global portfolio of over 50 corporate philanthropic and business partners to drive growth and impact of My Green Lab, and global environmental non-profit focused on climate & health.
- Developed and executed annual corporate fundraising strategies, including soliciting six-figure donations and crafting seven-figure grant and philanthropic proposals.

CONCURRENT POSITIONS & RESPONSIBILITIES

GLOBAL HEALTH SECTOR LEAD

UN Climate Champions Team (Part-time Secondment) – Global (Remote, Coeur d'Alene, Idaho)

- Coordinates industry and NGO partners to accelerate the decarbonization of the global healthcare sector.
- Planned and executed two events at COP28 in Dubai, launching a new pharmaceutical decarbonization program.

REGIONAL DIRECTOR OF ENTREPRENEURIAL STRATEGY

2017-2022

North Idaho College - Coeur d'Alene, Idaho

- Designed, launched, and administered a nationally recognized entrepreneurship education program in collaborations with the Avista Center for Entrepreneurship, serving entrepreneurs in Northern Idaho and Eastern Washington.
- Led a team to secure new industry partnerships and over \$4,000,000 in financial commitments through grants, private donors, state funding, and corporate partners.
- Authored a \$675,000 federal grant award leading to the creation/retention of 34 jobs, development of 47 technical prototypes, and \$16,000,000 in go-on funding.
- Developed and funded a micro-grant program for regional small businesses, funding 15+ organizations.

CONCURRENT POSITIONS & RESPONSIBILITIES

ADJUNCT INSTRUCTOR

Gonzaga University, Hogan Entrepreneurial Leadership Program - Spokane, Washington

- Taught ENTR 302: Strategic Thinking as part of Gonzaga's Entrepreneurial Leadership Program.

PROGRAM MANAGER

Northwest Entrepreneur Competition - Spokane, Washington

- Developed, fundraised, and hosted an intercollegiate business pitch competition for two years.
- Engaged 150 total student teams from 14+ colleges and universities, distributing \$120,000 in awards.

OTHER RELEVANT EXPERIENCE

ENTREPRENEURSHIP PROGRAM DIRECTOR 2014 - 2016
Greater Spokane Incorporated, Spokane, Washington

- Launched the Startup Spokane program to foster and grow the business community of Spokane.
- Partnered with the Washington Department of Commerce to expand Startup Spokane's economic development and community services to underrepresented and rural communities in Eastern Washington counties.
- Established 40+ new entrepreneurial educational events and a 2,000 sq.ft. co-working space.
- Coordinated a startup network of 100+ service providers, advisors, mentors, and funders.

CO-FOUNDER/OWNER 2013 - 2014
Innovation Collective - Coeur d'Alene, Idaho

- Founded an economic development organization prioritizing rural innovation and entrepreneurship in North Idaho.
- Developed and executed 15+ entrepreneurial-focused events, including a three-day festival with 150+ attendees.
- Established new partnerships and set economic development goals with community leaders and organizations.

BUILDING ENERGY SIMULATION ANALYST 2012 - 2013
MSI Engineers - Spokane, WA

- Conducted energy modeling, code analysis, and environmental regulation compliance for public/private building projects, primarily in Spokane County and Eastern Washington.

WEATHERIZATION TECHNICAL MONITOR / SENIOR ENERGY ANALYST (Promoted) 2009 - 2011
Community Action Partnership Association of Idaho - Boise, Idaho

- Oversaw the technical execution and quality control of Idaho's \$31M home energy efficiency program, serving primarily low-income, rural, and Hispanic communities across Idaho's 44 counties.
- Led technical training for 40+ employees and helped develop the program's environmental and energy standards.

EDUCATION

CERTIFICATE IN COMPREHENSIVE LEADERSHIP (ANTICIPATED) 2024 - 2025
Whitworth University Institute of Leadership, Spokane, WA

MASTER OF BUSINESS ADMINISTRATION 2008 - 2011
Sustainable Business - Pinchot University, Seattle, WA

BACHELOR OF SCIENCE 2002 - 2007
Management & Human Resources, Economic Forecasting Minor - University of Idaho, Moscow, ID

CURRENT ORGANIZATIONS

EDUCATION AND WORKFORCE COMMITTEE MEMBER, Greater Spokane Inc., Spokane, WA 2025 - PRESENT

ECONOMIC DEVELOPMENT COMMITTEE MEMBER, Greater Spokane Inc., Spokane, WA 2024 - PRESENT

ENTREPRENEURSHIP MENTOR/ADVISOR, Launchpad INW, Spokane, WA 2022 - PRESENT

ENTREPRENEURSHIP COMPETITION JUDGE, WSU Center for Entrepreneurship- Pullman, WA 2017 - PRESENT

COMMERCIALIZATION GAP FUND COMMITTEE, WSU Commercialization Office- Pullman, WA 2016 - PRESENT

RECENT AWARDS

SPOKANE JOURNAL OF BUSINESS - Rising Star Award 2023

KOOTENAI COUNTY YOUNG PROFESSIONALS - 30 Under 40 Award 2019

NORTH IDAHO BUSINESS JOURNAL - 30 Under 30 Award 2014

ECOVER INTERNATIONAL - 30 Under 30 Environmental Leadership Award 2010

**NORTHEAST PUBLIC DEVELOPMENT AUTHORITY
RESOLUTION NO. 2025-005**

A **RESOLUTION** of the Northeast Public Development Authority (the “NEPDA”) to approve the Interlocal Agreement Regarding Funding for Incentivizing NEPDA Public Improvements (“Interlocal Agreement”) between the NEPDA and the City of Spokane (“City”).

WHEREAS, the NEPDA was originally established by City of Spokane Ordinance No. C-34813 on December 12, 2011 and reformed by the Interlocal Agreement between the City of Spokane and Spokane County through City of Spokane OPR #2019-0928 and Spokane County Resolution #19-1390 to assist the City of Spokane and Spokane County to facilitate economic development of the Northeast area of the City and County;

WHEREAS, pursuant to RCW 35.21.745, the NEPDA is authorized to acquire and manage real property, secure financing, utilize revenues to incentivize private development, undertake property construction and development and otherwise accomplish all purposes required for development and management of projects;

WHEREAS, as set forth in the Interlocal Agreement between the City and Spokane County, public improvements such as creation or enhancement of infrastructure (i.e., roads, utility systems, etc.) and facilities for the benefit of the public (i.e., parks, etc.) serve the economic development purposes the NEPDA was created to achieve;

WHEREAS, in addition to the NEPDA tax revenue source funding agreed to in the Interlocal Agreement between the City and Spokane County, the City periodically seeks to allocate and transfer funding from City sources to the NEPDA to incentivize public improvements associated with development projects; and

WHEREAS, the City and NEPDA seek to formalize a process to facilitate allocation and transfer of City funds, and ensure funds are used for the purpose of incentivizing public improvement, by entering into an Interlocal Agreement that establishes the roles and responsibilities of each agency.

BE IT RESOLVED, that pursuant to the authority provided in the NEPDA’s bylaws, policies, and procedures, the NEPDA Board of Directors approves of the Interlocal Agreement in the same or substantially similar form as the attached Exhibit A, incorporated herein by this reference.

BE IT FURTHER RESOLVED, the NEPDA Board of Directors expressly authorizes the NEPDA Executive Director to take all action necessary to execute and effectuate the attached proposed Interlocal Agreement.

BE IT FURTHER RESOLVED, that the Executive Director and officers of the NEPDA are hereby authorized and directed to take all action necessary and proper to effectuate the foregoing.

BE IT FURTHER RESOLVED, any actions of the Executive Director, Board of Directors or staff of the NEPDA prior to the date hereof and consistent with the terms of this resolution are ratified and confirmed.

ADOPTED by an affirmative majority vote of the Board of the Northeast Public Development Authority on the 11th day of April 2025.

NORTHEAST PUBLIC DEVELOPMENT AUTHORITY

BOARD CHAIR

CERTIFICATE

I, the undersigned, Secretary of the Northeast Public Development Authority Board of Directors, a municipal corporation organized under the laws of the State of Washington, do hereby certify that the foregoing resolution was duly approved and adopted by the Board of Directors of the corporation at a meeting of the Board of Directors duly called and held on the 11th day of April 2025, at which meeting a quorum was present; and that said resolution, as set out above, will appear in the minutes of said meeting in the corporation's minute book.

DATED this _____ day of April 2025.

SECRETARY

Return to: Office of the City Clerk
808 West Spokane Falls Blvd.
Spokane, WA 99201

City Clerk's OPR No. 2025 - _____

**INTERLOCAL AGREEMENT REGARDING FUNDING FOR INCENTIVIZING
NORTHEAST PUBLIC DEVELOPMENT AUTHORITY PUBLIC IMPROVEMENTS**

THIS AGREEMENT is entered into between the **City of Spokane**, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201 ("CITY"), and the Northeast Public Development Authority ("NEPDA"), a public corporation created pursuant to RCW 35.21, RCW 39.34 Interlocal Agreement between the City of Spokane and Spokane County, OPR 2019-0928, and City Ordinance C35829, jointly hereinafter referred to as the "PARTIES."

WHEREAS, pursuant to RCW 35.21.745 and SMC 04.25.030, the NEPDA can, among other powers, acquire and manage real property, secure financing, utilize revenues to incentivize private development, undertake property construction and development and otherwise accomplish all purposes required for development and management of Projects; and

WHEREAS, public improvements such as creation or enhancement of infrastructure (i.e., roads, utility systems, etc.) and facilities for the benefit of the public (i.e., parks, etc.) serve the economic development purposes the NEPDA was created to achieve as set forth in ILA, OPR 2019-0928; and

WHEREAS, RCW 35.21.745 imposes responsibilities on local government to control and oversee the PDA's operation and funds in order to ensure the PDA is reasonably accomplishing its purpose and correct any deficiencies; and

WHEREAS, in addition to the NEPDA tax revenue source funding agreed to and outlined by City and County in ILA OPR 2019-0928, the City additionally periodically seeks to allocate and transfer funding from other City sources to NEPDA to incentivize public improvements associated with development projects; and

WHEREAS, the Parties seek to formalize a process to facilitate allocation and transfer of City funding and track funding for City accounting purposes, and to ensure funds are used for the incentivizing public improvement purposes articulated herein; and

WHEREAS, the PARTIES are entering into this Agreement in consideration of the mutual benefits to be derived and to coordinate their efforts through the structure provided by the Interlocal Cooperation Act, RCW 39.34.

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, the PARTIES do mutually agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Agreement is to set forth a process whereby City may allocate and transfer funding to the NEPDA for incentivizing public improvements associated with development projects, enhance tracking of such funds for City Accounting purposes, and ensure use of such funding for incentivizing public improvements purposes.

SECTION NO. 2: DURATION

This Agreement shall become effective upon final execution by both parties and shall continue until the termination of the Agreement by: 1.) mutual agreement of the Parties; or 2.) upon insolvency or dissolution of the PDA per RCW 35.21.750.

SECTION NO. 3: RESPONSIBILITIES OF THE PARTIES

A. City.

To the extent authorized by the City Council through the adoption of the annual budget or through the adoption of a special budget ordinance/s (SBO), the City shall transfer funding to the NEPDA to fund incentivization of public improvements associated with Development Projects. Such allocated funding is to be assigned to specific development agreements between NEPDA and the Development Projects.

B. NEPDA.

1. The NEPDA's use of funds must be dedicated to incentivizing the construction of public improvements.
2. The incentive must be specifically identified in a written agreement between the NEPDA and the Developer of the Project.
3. The Project public improvements must be both permitted by, and located within, the City of Spokane.
4. Exhibit A attached hereto provides example language that should be included in the agreement between the NEPDA and the Developer for the Development Project to address public works requirements such as prevailing wages, indemnification, insurance and bonding.
5. When the NEPDA enters into an agreement with a Development Project, NEPDA must notify City by providing the Project details and a copy of the agreement for the Development Project.

SECTION NO. 4: RCW 39.34 REQUIRED CLAUSES

A. **PURPOSE:** See Section 1 above.

B. **DURATION:** See Section 2 above.

- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. **RESPONSIBILITIES OF THE PARTIES:** See Section 3 above.
- E. **AGREEMENT TO BE FILED:** The City shall file this Agreement with its City Clerk.
- F. **FINANCING:** See Responsibilities of Parties Section above.
- G. **TERMINATION:** See Section No. 2 above.
- H. **PROPERTY UPON TERMINATION:** Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each party contributing to its acquisition.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on the date and year opposite their respective signature blocks.

DATED: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

DATED: _____

NORTHEAST PUBLIC DEVELOPMENT
AUTHORITY

By: _____

Title: _____

EXHIBIT A

Public Improvements. The Project will include the following public improvements within the public right-of-way (the “Improvements” or “Public Improvements”):

[Describe public improvements _____ insert project details from the staff report
_____]

1. Construction of the Public Improvements. NEPDA shall cause the Public Improvements to be completed, in their entirety. The costs of the Improvements include but are not limited to costs of design, construction, permitting (which includes inspection and review fees from the City), insurance, bonds, professional fees (including attorney fees) and other reasonable costs incurred in the performance of this Agreement. Neither the City of Spokane nor the NEPDA shall be responsible for design, construction, permitting and any other costs with respect to the Public Improvements in excess of the NTE Amount set forth in Section 6 herein below.

(a) The Developer shall engage engineers or other professionals to design the Public Improvements in a manner consistent with the procedures and requirements set forth in Chapter 39.80 RCW.

(b) All subcontractors (or a general contractor in lieu of multiple subcontractors) awarded a contract for work performed on the Public Improvements shall be selected by Developer or by a project manager on Developer’s behalf, through a competitive bidding process with all qualified bids considered, which process shall be substantially similar to that used by the City for public works bidding, consistent with chapter 39.04 RCW. As a condition of the NEPDA’s liability for or payment of any amounts to Developer pursuant to this Agreement, payment for all labor in connection with the Public Improvements shall be on the basis of the State Prevailing Wage for each appropriate job classification. Developer shall pay or cause to be paid to all workers, laborers and mechanics employed to perform the construction of the Improvements not less than the prevailing rates of wages, as may then be determined by the Washington State Department of Labor and Industries for the particular craft in the particular geographic area. All payments for labor will be based on approved Affidavit of Wages Paid. Developer and any of its contractors/subcontractors involved in constructing the Public Improvements shall, as a condition of the NEPDA’s payment to Developer of any amounts under this Agreement, comply with the following: Developer and all contractors and 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 and each voucher claim submitted by a contractor or

subcontractor 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 NEPDA. Upon completion of the Public Improvements, the contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

(c) In all contracts for the Public Improvements, Developer shall require contractors, or the general contractor and its subcontractors, to maintain all project information, records, and documents for a period of not less than six years from the date of Developer's final acceptance of the work, and the NEPDA shall have a right to direct audit of such information, records, and documents.

(d) Developer shall obtain payment and performance bonds to, respectively, guarantee payment of laborers, suppliers, materialmen, taxes and penalties and performance of the Public Improvements as generally set forth in RCW Chapter 39.08 (the "**Bonds**"). The Bonds shall be issued in an amount equal to the agreed amount to be paid for the Improvements and list the NEPDA as obligee. In the event of a default (defined herein) by the Developer (including its contractor retained to construct the Improvements), Obligee may execute on the Bonds for the purpose of paying amounts due pursuant to RCW 39.08.010 and causing the Public Improvements to be completed using the bond proceeds and any other funds available to the NEPDA pursuant to this Agreement.

(e) Upon the City of Spokane's issuance of a Certificate of Occupancy and approved inspections of the Public Improvements, Developer shall provide the NEPDA an accounting of the actual costs associated with the Public Improvements in a form determined by Developer consistent with its cost accounting practices and approved by the NEPDA as compatible with the requirements of the Washington State Auditor for audit purposes. The NEPDA shall within thirty (30) calendar days after receipt of the cost accounting, notify Developer in writing whether the NEPDA accepts, denies or requests modification of the accounting; providing, however, that in the event Developer does not receive a timely written response from the NEPDA within such time, then the actual costs associated with the Public Improvements shall be conclusively deemed accepted and approved. In the event the NEPDA refuses to accept any portion of the Public Improvements or denies or requests modification to the accounting, the NEPDA shall specify the basis for the decision and the NEPDA and Developer shall timely, diligently, and in good faith, attempt to resolve the matter expeditiously. In the event that on the date designated for payment and reimbursement the dispute is not resolved, and if within ninety (90) calendar days of NEPDA's receipt of notification there remain unresolved any issues relating to actual costs, then the NEPDA shall pay to Developer the actual costs requested by Developer for the Public Improvements less the amounts unresolved, which shall be placed in an interest bearing escrow set aside account designated by Developer. The amount in dispute shall then be submitted to binding arbitration, using the services and subject to the rules of the Judicial Arbitration and Mediation Service. If an arbitrator determines that Developer prevails in the accounting dispute, Developer shall be entitled to immediate disbursement of the escrow set aside and interest accrued therein, in the amount determined by the arbitrator.

Notwithstanding the foregoing, in no case shall the NEPDA's payment obligation to the Developer exceed the NTE Amount.

2. NEPDA's Payment to Developer. In consideration of the significant public benefits anticipated to result from Developer's construction of the Project, subject to the terms and conditions of this agreement, and following Developer's completion of the Project, including the Public Improvements, the NEPDA shall pay Developer an amount not to exceed [REDACTED] Dollars \$ [REDACTED] through the _____ NEPDA incentive program (the "NTE Amount"). The actual payment amount will be based upon the costs shown in Developer's invoices submitted to the NEPDA, subject to the NTE Amount. The NEPAA will make payments to Developer, within sixty (60) days after the receipt of Developer's application for payment, subject to the NEPDA's approval of the completed Public Improvements as substantially in accord with City standards, and subject to compliance with the terms of this agreement. Without limiting any of the foregoing, Developer's application for payment shall be subject to review by the NEPDA in consultation with City's Engineering Services Department for the purpose of confirming reasonable prices for materials, equipment rentals and labor.

3. Inspection of Cost Records. Developer and its contractors and subcontractors shall keep available for inspection by NEPDA representatives the cost records and accounts pertaining to this agreement.

4. Actual Material Costs. The NEPDA's payment for any/all materials or equipment rentals under this agreement shall be on the basis of the actual cost incurred by Developer, its contractors and subcontractors, without any mark up. All payments for materials will be based on approved quantities as verified by review, and receipt of actual and verified material payment by Developer, its contractors and subcontractors, as the case may be.

5. Indemnity & Hold Harmless. Developer shall indemnify, defend, and hold the NEPDA, its officers, agents, and employees harmless from all loss and liability for any claim by any person, or for any injury or property damage resulting from, or by reason of, this Agreement and/or the construction of the Public Improvements, unless caused directly or indirectly by the NEPDA's negligence or intentional misconduct.

To the extent necessary to enforce Developer's indemnification obligations hereunder, Developer hereby agrees to waive immunity under Title 51 RCW. This provision has been specifically negotiated.

6. Insurance. At all times prior to NEPDA's approval of the completed Public Improvements, Developer shall cause to be maintained in force at Developer's own expense, each insurance noted below per RCW 4.24.115(1)(b).

(a) Commercial general liability insurance with a combined single liability limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury and Property Damage. It shall include, at least, Independent Contractors, Products and

Completed Operations, Contractual Liability and Personal Injury Liability for the indemnity provided under this agreement. It shall provide that the NEPDA, its officers, employees, contractors, agents, and such other persons or entities as the NEPDA may designate are additional insureds, but only with respect to the construction of the Public Improvements.

(b) There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from Developer or its insurer(s) to the NEPDA.

(c) Developer shall require any contractor working on the Public Improvements pursuant to this agreement to carry and maintain, at no expense to NEPDA and/or City: (a) comprehensive general liability insurance, including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection, with respect to personal injury, death or property damage of not less than \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate; (b) comprehensive automobile liability insurance with limits for each occurrence of not less than \$1,000,000 with respect to personal injury or death and \$500,000 with respect to property damage; and (c) Worker's Compensation or similar insurance in form and amounts required by law.

(d) All the insurance required under this agreement shall be written as primary policies, not contributing with and not supplemental to the coverage that NEPDA may carry.

(e) Developer shall furnish its insurance carriers with a copy of this agreement to insure proper coverage. As evidence of the insurance coverages required by this agreement, Developer shall furnish acceptable insurance certificates to the NEPDA at the time this agreement is executed. The certificates shall specify all of the parties who are additional insured, will include applicable policy endorsements, and will include the 30-day cancellation clause. If Developer fails to perform any of its obligations under this Section, the NEPDA may perform the same and may deduct such expenditures from its reimbursements to Developer under this agreement. The NEPDA makes no representations that the types or amounts of coverage required to be carried by Developer pursuant to this Section are adequate to protect Developer. If Developer believes that any of such insurance coverage is inadequate, Developer will obtain, at Developer's sole cost and expense, such additional insurance coverage as Developer deems appropriate.

**NORTHEAST PUBLIC DEVELOPMENT AUTHORITY
RESOLUTION NO. 2025-003**

A **RESOLUTION** of the Northeast Public Development Authority (the “NEPDA”) to approve the Esmeralda Commerce Park Development Agreement (“Development Agreement”) related to the Esmeralda Commerce Park Project (“Project”) between the NEPDA and Esmeralda Commerce Park, LLC (“Developer”).

WHEREAS, the NEPDA was originally established by City of Spokane Ordinance No. C-34813 on December 12, 2011 and reformed by the Interlocal Agreement between the City of Spokane and Spokane County through City of Spokane OPR #2019-0928 and Spokane County Resolution #19-1390 to assist the City of Spokane and Spokane County to facilitate economic development of the Northeast area of the City and County;

WHEREAS, Developer owns property bordered by N. Freya Street on the East, E. Rich Avenue on the North, Garland Avenue on the South, and Ralph Street on the West, in Spokane, Washington (the “Property”);

WHEREAS, the Property is located within the boundaries of the NEPDA and consists of approximately twenty-seven acres of undeveloped land currently zoned light industrial;

WHEREAS, Developer proposes development of a project on the Property that will be known as the Esmeralda Commerce Park (the “Project”). The Project, which is intended to be a modern industrial park featuring buildings, sidewalks, and landscaping, is more specifically outlined in the Development Agreement, which is incorporated herein by this reference as Exhibit A, or as hereinafter amended by agreement of the Parties.

WHEREAS, in connection with the Project, Developer has agreed to dedicate land for public right-of-way and to construct certain improvements in conjunction with the Project, which, among other things, generally consist of streets, sidewalks, storm drainage systems, curbs, gutters, street lighting, and other site preparation, many of which will be deeded or dedicated to the City of Spokane after completion and acceptance of the Project.

WHEREAS, pursuant to applicable provisions of State law and as allowed by the NEPDA’s formation, bylaws, charter, and Interlocal Agreement between the City of Spokane and Spokane County, the NEPDA is authorized to participate in the cost of financing the Project where the NEPDA’s participation will encourage private investment in the surrounding area and may contract with private parties to fund or provide infrastructure.

WHEREAS, the Project will cause both direct and indirect public benefits and can reasonably be expected to make a significant difference in stimulating economic growth and the creation of new jobs within the NEPDA in key priority sectors of technology, manufacturing, and aerospace;

WHEREAS, Spokane Municipal Code Ch. 4.25 and City of Spokane Ordinance No. C-34813, the NEPDA was established for purposes consistent with RCW 35.21.730 through .757 to facilitate the acquisition, construction, development, and operation of public benefit projects and improve economic conditions in and around the City and Spokane County;

WHEREAS, funds contributed by the NEPDA to the Developer, which shall be exclusively used to contribute to the costs of the Project, shall consist of the total amount of \$1,250,000.00 towards the construction of the Project, subject to the terms of the Development Agreement, and the adoption of the Interlocal Agreement between the NEPDA and the City of Spokane;

WHEREAS, the NEPDA finds it desirable for the effective governance of the NEPDA's affairs, to approve of the proposed Development Agreement in the same or substantially similar form as the attached Exhibit A, incorporated herein by this reference, subject to final legal review by both the NEPDA and the Developer.

BE IT RESOLVED, that pursuant to the authority provided in the NEPDA's bylaws, policies, and procedures, the NEPDA Board of Directors approves of the Development Agreement in the same or substantially similar form as the attached Exhibit A, incorporated herein by this reference, subject to final legal review by both the NEPDA and the Developer.

BE IT FURTHER RESOLVED, the NEPDA Board of Directors expressly authorizes the NEPDA Executive Director to present the attached proposed Development Agreement to the Developer for consideration, and execute the same upon final legal review.

BE IT FURTHER RESOVLED, this Resolution will take effect after and is contingent upon the passage of the Interlocal Agreement for financing development projects between the City of Spokane and NEPDA.

BE IT FURTHER RESOLVED, that the Executive Director and officers of the NEPDA are hereby authorized and directed to take all action necessary and proper to effectuate the foregoing.

BE IT FURTHER RESOLVED, any actions of the Executive Director, Board of Directors or staff of the NEPDA prior to the date hereof and consistent with the terms of this resolution are ratified and confirmed.

ADOPTED by an affirmative majority vote of the Board of the Northeast Public Development Authority on the 11th day of April 2025.

NORTHEAST PUBLIC DEVELOPMENT AUTHORITY

BOARD CHAIR

CERTIFICATE

I, the undersigned, Secretary of the Northeast Public Development Authority Board of Directors, a municipal corporation organized under the laws of the State of Washington, do hereby certify that the foregoing resolution was duly approved and adopted by the Board of Directors of the corporation at a meeting of the Board of Directors duly called and held on the 11th day of April 2025, at which meeting a quorum was present; and that said resolution, as set out above, will appear in the minutes of said meeting in the corporation's minute book.

DATED this _____ day of _____, 2025.

SECRETARY

Recorded at the Request of
and after Recording Return to:

Northeast Public Development Authority
Jesse Bank, Executive Director
PO Box 7323
Spokane, WA 99207

DEVELOPMENT AGREEMENT

Grantor: **NORTHEAST PUBLIC DEVELOPMENT AUTHORITY**, a
Washington public development authority

Grantee/Developer: **ESMERALDA COMMERCE PARK, LLC**, a Washington
limited liability company

Assessor's Tax Parcel ID#: 35032.2001, 35032.1901, 35032.1405, 35032.1501, 35032.1601,
35032.1702, 35032.1005, 35032.0901, 35032.0801, 35032.0303,
35032.0402, 35032.0501

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”), dated _____, 2025, is entered into by the Northeast Public Development Authority, a public development authority organized under the laws of the State of Washington (the “**NEPDA**”), and **ESMERALDA COMMERCE PARK, LLC** (the “**Developer**”), collectively referred to hereinafter as the “**Parties**.”

RECITALS

A. Developer owns property bordered by N. Freya Street on the East, E. Rich Avenue on the North, Garland Avenue on the South, and Ralph Street on the West, in Spokane, Washington (the “**Property**”).

B. The Property is located within the boundaries of the NEPDA. The Property consists of approximately twenty-seven (27) acres of vacant undeveloped land currently zoned light industrial. Developer proposes development of a project on the Property that will be known as the Esmeralda Commerce Park (the “**Project**”). The Project is more specifically outlined in the attached Exhibit A, which is incorporated herein by this reference, or as hereinafter amended by agreement of the Parties.

C. The Project will be a modern industrial park featuring several buildings, sidewalks, and landscaping featuring trees native to Spokane. The Project is intended to be constructed in phases, as specified herein, and will consist of several buildings intended for use by industrial and/or manufacturing businesses and may employ up to 1,000 people with living wage jobs including the key priority sectors of technology, manufacturing, and aerospace.

D. In March 2020, Developer and the City of Spokane entered into a Development Agreement for the development of the Property and the Project. The March 2020 Development Agreement specified terms and conditions related to the Project. As of the effective date of this Agreement, the March 2020 Development Agreement has been terminated, as set forth in Exhibit D, which is incorporated herein by this reference. This Agreement is intended to replace the City’s Agreement in full.

E. In connection with the Project, Developer has agreed to dedicate land for public right-of-way and to construct certain improvements in conjunction with the Project, which, among other things, generally consist of streets, sidewalks, storm drainage systems, curbs, gutters, street lighting, and other site preparation, many of which will be deeded or dedicated to the City of Spokane after completion and acceptance of the Project.

D. Pursuant to applicable provisions of State law and as allowed by the NEPDA’s formation, bylaws, charter, and Interlocal Agreement between the City of Spokane and Spokane County, the NEPDA is authorized to participate in the cost of financing the Project where the NEPDA’s participation will encourage private investment in the surrounding area and may contract with private parties to fund or provide infrastructure.

E. The Project will cause both direct and indirect public benefits and can

reasonably be expected to make a significant difference in stimulating economic growth and the creation of new jobs within the NEPDA.

F. Through Spokane Municipal Code Ch. 4.25 and City of Spokane Ordinance No. C-34813, the NEPDA was established for purposes consistent with RCW 35.21.730 through .757 to facilitate the acquisition, construction, development, and operation of public benefit projects and improve economic conditions in and around the City and Spokane County.

G. Funding provided to Developer shall come from funds currently held by the City of Spokane in the amount of \$625,000.00 and funds attributable to the Project~~anticipated to be~~ received by the NEPDA via its Special Revenue District, which are expected to total \$625,000.00, together comprising a total anticipated payment to Developer in the amount of \$1,250,000.00 towards the construction of the Project, subject to the terms of this Agreement.

H. These funds shall be exclusively used to contribute to the costs of the Project, the total cost of which is estimated to be \$2,150,000.00.

NOW THEREFORE, in consideration of the above recitals which are adopted herein by reference, and in consideration of the mutual promises set forth herein, the NEPDA and the Developer enter into this Agreement.

AGREEMENT

I. Development of the Property.

(a) Developer shall, prior to execution of this Agreement, provide and receive approval from NEPDA for the specific Horizontal Improvements, as defined herein and as identified in Exhibit B, attached hereto, and incorporated by this reference, anticipated for the Project, along with a schedule of the construction of the Horizontal Improvements and their anticipated cost.

(b) Developer Covenants. Developer shall, at no cost or expense to the NEPDA, diligently perform and fully complete development and construction of the Project according to approved plans and permits, in compliance with applicable law, code, or regulation. Developer shall obtain all required permits, as set forth herein, from the City of Spokane prior to commencing construction of the Project. Except as expressly set forth herein, this Agreement shall not be construed as a waiver of any of the conditions of development or use of the Property, nor shall this Agreement relieve Developer from Developer's obligations to comply with rules and regulations applicable to the Property and Developer's development of the same.

(c) Public Benefits. As part of the Project, Developer will make specific public dedications and investment in public infrastructure by way of Horizontal Improvements, all of which are expected to provide a public benefit to residents and visitors.

(d) Changes to Project and/or Cost Amendments. Changes involving the Project that do not create new impacts or reduce the public benefit of the Project shall not require an amendment to this Agreement. Material changes to the Project shall require written agreement by the NEPDA. Such agreement will not be unreasonably withheld, conditioned, or delayed until the termination of this Agreement. Should Developer require a change or amendment to the Project that was not previously evaluated by a DNS, Developer shall comply with all applicable laws and regulations, including but not limited to all further environmental review processes.

II. Term.

This Agreement shall commence immediately upon execution, and shall be deemed terminated and of no further effect upon the earliest occurrence of (i) mutual agreement of the Parties or (ii) December 31, 2030. This Agreement shall be promptly recorded on the Property following execution.

III. Financing of the Project.

For purposes of this Agreement, the term “Horizontal Improvements” means public improvements, including streets, sidewalks, storm drainage systems, curbs, gutters, street lighting, and other site preparation, which are intended to be conveyed, by deed or dedication, to the City of Spokane after completion and acceptance of the Project in a manner consistent with the design provided by developer and approved by NEPDA. *See Exhibit B.*

Subject to this Agreement, the Project will be financed in part through an anticipated payment of One Million Two Hundred Fifty Thousand and 00/100 Dollars (\$1,250,000.00) (“**NTE Amount**”) by the NEPDA. Timing of payments from the NEPDA shall be as follows:

- (a) **Horizontal Improvements.** The NEPDA’s obligation to pay the first installment of the NTE Amount, which is a total of Six Hundred Twenty Five Thousand and 00/100 (\$625,000.00), is contingent upon Developer completing the full and complete permit process and being granted all necessary permits by the appropriate governing bodies for the Horizontal Improvements and compliance with Section IV(e). To be eligible for this payment, all necessary permits must be granted no later than December 31, 2025. The anticipated total cost of the public improvements is \$2,150,000.00.

Developer warrants it will begin construction on the Horizontal Improvements consistent with the construction schedule in Exhibit B, unless otherwise agreed by the Parties. Should Developer fail to timely begin construction the NEPDA may exercise any and all rights or remedies afforded in this Agreement or at law.

Payment of the First Installment of the NTE Amount, shall be in accordance with the terms of this Section. In addition, Developer shall provide the NEPDA with the following information by way of invoice: (i) describe the work performed, (ii) certify that the work has been performed consistent with the applicable required specifications

of the public entity that ultimately will accept ownership of the Horizontal Improvements, and (iii) certify that prevailing wages have been paid and demonstrate compliance with Section IV(d). Payment shall be made only upon approval by the NEPDA Board of Directors or its designee, which decision shall be made within sixty (60) days of receiving the invoice from the Developer.

- (b) **Completion of development of Building Lot 1 or a building with a minimum of 60,000 sqft and Payment of Second Installment(s).** The second and final installment of the NTE Amount, is a total of Six Hundred Twenty-Five Thousand and 00/100 (\$625,000.00) (“Second Installment”). Payment for this Second Installment is contingent upon Developer furnishing to the NEPDA a Certificate of Occupancy evidencing the completion of all construction activities on either the site identified as “Lot 1 or a building with a minimum of 60,000 sqft,” as set forth in Exhibit A, or the completion of all construction activities of a building located anywhere on the subject site of a minimum of 60,000 square feet. To be eligible for this payment, the Certificate of Occupancy for the development of “Lot 1 or a building with a minimum of 60,000 sqft” the Building must be issued no later than October 1, ~~2028~~2027.

The Parties intend and agree that payment for this Second Installment shall be paid by the NEPDA to Developer on a reimbursement basis. The Second Installment payment shall be paid from the Proceeds attributable to the improvement of the Property that are received by the NEPDA. “Proceeds” for the purposes of this installment payment and this Agreement means and includes: (i) property tax receipts, (ii) sales tax receipts, and (iii) new construction tax receipts, each of which must be attributable to the improvements and developments made by Developer to the Property. Developer is not entitled to receive funds or monies from the NEPDA that are not expressly stated herein and shall make no claim to any other funds or monies received by the NEPDA other than the Proceeds. No funds shall be paid to Developer prior to (i) the receipt of the Certificate of Occupancy by the NEPDA and (ii) receipt of the Proceeds.

Upon receipt of the Proceeds, the NEPDA shall allocate those Proceeds attributable to the development of the Property and remit payment to the Developer on a reimbursement basis, as funds are received. The NEPDA anticipates receipt of the Proceeds on a quarterly basis. As such, the NEPDA must remit payment of the Proceeds to the Developer within sixty (60) days of the end of each quarter in a calendar year.

Based on project cost estimates provided by the Developer, the NEPDA anticipates full payment of the Second Installment by December 31, 2030. Upon full satisfaction of this Second Installment in the total amount of \$625,000.00, any Proceeds received thereafter shall be solely retained by the NEPDA and Developer shall have no claim or right to receive any such funds.

- (c) In addition to the aforementioned, Developer shall comply with the following deadlines, unless otherwise agreed to in writing by the Parties:

- (i) **Completion of the Horizontal Improvements:** To be completed pursuant to the construction schedule set forth in Exhibit B, which may be modified by mutual, written agreement of the Parties.
 - (ii) **Commencement of Development of Building 1**~~“Lot 1 or a building with a minimum of 60,000 sqft”~~: Development work to commence no later than October 1, ~~2027~~2026.
- (d) Should Developer fail to comply with any deadline set forth in this Agreement or any Exhibit hereto, Developer shall forfeit its right to any associated installment payment from the NEPDA without notice. Any amounts previously paid by the NEPDA to the Developer are subject to reimbursement, should Developer fail to comply with this Agreement. Developer further acknowledges its failure to comply with this Section or any deadline set forth in this Section, its failure shall constitute a material, express breach of this Agreement, and the NEPDA may terminate this Agreement in whole or in part at the NEPDA’s sole discretion and without notice, and seek any other damages or remedies available at law
- (e) The NEPDA shall not be responsible for any other Project cost or expense in excess of the NTE Amount contributed.
- (f) Developer expressly represents and warrants it will timely comply with the terms of this Agreement in good faith, and shall promptly notify the NEPDA of any unexpected delay of any component of this Project, and provide the NEPDA with an expected date of completion. Developer acknowledges the NEPDA is not required to agree to any extension requested, whether or not such extension is the result of Developer’s actions or omissions.

IV. Dedication of Horizontal Improvements.

(a) Dedication of the Horizontal Improvements shall take place only after the Completion of Project under Section III(e)(iv) of this Agreement. Following written notice of the Completion of Project, Developer shall cause the Horizontal Improvements, after completion of construction and acceptance by the City of Spokane, to be transferred to the City of Spokane. The NEPDA will not oppose a prohibition of on-street parking on all public streets inside the boundaries of the Property. The NEPDA agrees to use its best efforts to work with Developer and the City to support a City ordinance prohibiting such parking. This prohibition shall not apply to streets bordering the Property.

(b) Developer will engage engineers or other professionals to design the Horizontal Improvements in a manner consistent with all applicable procedures and requirements set forth in Chapter 39.80 RCW or other applicable regulations.

(c) The NEPDA shall not be responsible to ensure Developer complies with applicable laws or regulations with respect to the Horizontal Improvements, including but not

limited to the transfer by deed or dedication of any such Horizontal Improvements to the City of Spokane. NEPDA and the Developer acknowledge and agree that only the Horizontal Improvements, and not the private development of buildings for the Project, will be subject to laws and regulations applicable to public works.

(d) All subcontractors (or a general contractor in lieu of multiple subcontractors) awarded a contract for work performed on the Horizontal Improvements at the Project shall be selected by Developer or by a project manager on Developer's behalf, through a competitive bidding process with all qualified bids considered, which process shall be substantially similar to that used by the NEPDA for public works bidding, as set forth in Exhibit C. As a condition of the NEPDA's liability for or payment of the NTE Amount, payment for all labor in connection with the Horizontal Improvements shall be on the basis of the State Prevailing Wage for each appropriate job classification. Developer shall pay or cause to be paid to all workers, laborers and mechanics employed to perform the construction of the Horizontal Improvements not less than the prevailing rates of wages, as may then be determined by the Washington State Department of Labor and Industries for the particular craft in the particular geographic area. All payments for labor will be based on approved Affidavit of Wages Paid. Developer and any of its contractors/subcontractors involved in the Horizontal Improvements shall, as a condition of the NEPDA's payment of any installment or all of the NTE Amount, comply with the following: Developer and all contractors and 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 and each voucher claim submitted by a contractor or subcontractor 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. Upon completion of the Horizontal Improvements, the contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician at the time of completion of these portions of the Project.

Developer shall require contractors, or the general contractor and its subcontractors, to maintain all project information, records, and documents for a period of not less than six years from the date of Developer's final acceptance of the work, and the NEPDA shall have a right to direct audit of such information, records, and documents.

(e) Access to Water & Sewer. Prior to any payment from the NEPDA of the first installment of the NTE Amount, Developer must obtain (i) access and connection to the existing eight-inch (8") water and sanitary sewer line(s) located under East Garland Avenue; and (ii) access and connection to the existing eight-inch (8") water line located under East Rich Avenue. Prior to any such connections, Developer shall determine the adequacy of the existing utilities to serve the Developer's Property and/or Project, and any modifications (e.g., upsizing, etc.) shall be at the sole cost and expense of Developer. Developer shall comply with all City of Spokane charges, regulations, requirements, permits, or conditions necessary to fulfill its obligations under this Section.

(f) Developer agrees to provide the NEPDA with a copy of all budgeted

construction costs prior to the commencement of the Horizontal Improvements. Developer further agrees to provide the NEPDA with a copy of all actual costs incurred at the completion of the Horizontal Improvements.

(g) Developer shall obtain payment and performance bonds to, respectively, guarantee payment of laborers, suppliers, materialmen, taxes and penalties and performance of the Horizontal Improvements as generally set forth in RCW Chapter 39.08 (the "**Bonds**"). The Bonds shall be issued in an amount equal to the agreed amount to be paid for the Horizontal Improvements and list the NEPDA as obligee ("**Obligee**"). In the event of a default (defined herein) by the Developer (including its contractor retained to construct the Horizontal Improvements), Obligee may execute on the Bonds for the purpose of paying amounts due pursuant to RCW 39.08.010 and causing the Horizontal Improvements to be completed using the bond proceeds and any other funds available to the NEPDA pursuant to this Agreement. NEPDA shall further, in the event of default or breach of this Agreement, have the right to pursue all remedies available under the laws of the State of Washington.

(h) The construction of the Horizontal Improvements in rights of way, on public property, or within easements that will be dedicated to governmental entities is subject to the provisions of Ch. 60.28 RCW. The amounts so retained by the NEPDA shall be later released to Developer consistent with the provisions of Ch. 60.28 RCW, including RCW 60.28.011. In no event shall the NEPDA have any obligation to pay any invoices submitted by Developer after December 31, 2030, unless extended by mutual agreement of the Parties.

(i) Upon completion of the Horizontal Improvements, Developer shall provide the NEPDA with a copy of any accounting provided to the City of the actual costs associated with the Horizontal Improvements for audit purposes. Developer shall also provide the NEPDA with the City's final acceptance of the accounting. Thereafter, the Horizontal Improvements shall be available for use by the Developer, and any tenant, purchaser, occupant, assignee, or transferee of the Property, without payment or reimbursement to NEPDA or the City of any Horizontal Improvement costs.

V. Indemnification.

Developer shall indemnify, defend, and hold the NEPDA, its officers, agents, and employees harmless from all loss and liability for any claim by any person, or for any injury or property damage resulting from, or by reason of, this Agreement and/or the development and construction of the Project, unless caused directly or indirectly by the NEPDA's negligence or intentional misconduct.

TO THE EXTENT NECESSARY TO ENFORCE DEVELOPER'S INDEMNIFICATION OBLIGATIONS HEREUNDER, DEVELOPER HEREBY AGREES TO WAIVE IMMUNITY UNDER TITLE 51 RCW. THIS PROVISION HAS BEEN SPECIFICALLY NEGOTIATED.

Developer's Initials

NEPDA's Initials

(a) Insurance Requirements. Developer shall procure and maintain the insurance described in the subsections below from the commencement of Developer's construction of the Project:

(i) Builders All Risk Comprehensive Coverage. Developer shall instruct its general contractor and subcontractors to purchase and maintain Builders Risk insurance covering interests of the City and the Developer in the Horizontal Improvements. Builders Risk insurance shall be on an "all-risk" policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings; debris removal; damage to materials in transit or stored offsite; mechanical or electrical breakdown/failure; loss of occupancy or business interruption costs; and, damage to electrical apparatus from electrical currents. Such insurance shall cover "soft costs" including but not limited to design costs, licensing fees, and architect's and engineer's fees. Builders Risk insurance shall be written in the amount of the completed value of the Horizontal Improvements. The Builders Risk insurance shall be maintained until final acceptance of the Horizontal Improvements.

(ii) Commercial General Liability. Developer shall carry Commercial General Liability insurance which shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement. Such policy must provide the following minimum limits:

\$5,000,000	Each Occurrence
\$5,000,000	General Aggregate
\$5,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury each offense
\$1,000,000	Stop Gap/ Employers' Liability each accident

(iii) Automobile Liability. Developer shall carry Commercial Automobile Liability insurance that provides coverage for owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the Improvement involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements. Such policy must provide the following minimum limit:

- \$1,000,000 Combined single limit each accident

(iv) Workers' Compensation. Developer shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(v) Insurance Policies. Insurance policies required herein:

(aa) Qualifications. Shall be issued by companies authorized to do business in the State of Washington with the following qualifications:

- The insurance companies providing the required coverage must be rated no less than "A-: VII" with the latest edition of A. M. Best's Key Rating Guide.
- All insurance policies, with the exception of Workers' Compensation, shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:
 - The NEPDA, its officers, elected officials, employees, agents, and volunteers; and
 - The Developer, its officers, agents, and employees.
- The policies shall be issued as primary and non-contributory policies; provided, however, that the NEPDA, the Developer, Developer, and general contractor(s) and subcontractors, may be insured under one (1) or more blanket insurance policies, which shall be permitted and acceptable. Any insurance, self-insurance or self-insured risk pool coverage maintained by the NEPDA shall be in excess of Developer's insurance and shall not be contributory.
- Developer shall cause each subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of Developer-provided insurance as set forth herein, except Developer shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors.

(bb) Attachments. To the extent reasonably available from insurers, each such policy or certificate of insurance mentioned and required in this Section shall have attached thereto:

- An endorsement to the effect that the insurance, as to anyone insured, shall not be invalidated by any act or neglect of any other additional

insured.

- An endorsement pursuant to which the insurance carrier waives all rights of subrogation against the Parties.
- An endorsement pursuant to which such insurance is primary and noncontributory for those obligations imposed in this Agreement.

(cc) Verification of Coverage. Developer shall deliver to the NEPDA a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein prior to the commencement of the construction of the Project. Failure of the NEPDA to demand such verification of coverage with such insurance requirements or failure to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Developer's obligation to maintain such insurance. The Certificate(s) of Insurance shall clearly indicate the insurance and the type, amount, and classification required.

(dd) Cancellation. Cancellation of any insurance or nonpayment by Developer of any premium for any insurance policies required by this Agreement shall constitute an event of default under the terms of this Agreement.

(ee) Adjustments. The types of policies, risks insured, coverage amounts, deductibles and endorsements may be adjusted from time to time as the NEPDA and Developer may mutually determine in writing.

VI. Notices.

All notices under this Agreement shall be in writing and shall be effective when personally delivered, 48 hours after deposit in the United States mail first-class, as registered, or certified mail, postage prepaid, return receipt requested, or by electronic communication with proof of delivery to the following representatives of the Parties at the addresses indicated below:

To Developer:

Esmeralda Commerce Park, LLC
Attn: Nick Czapla, Authorized Agent/COO
PO Box 3949
Spokane, WA 99220
Email: nickczapla@LBStoneProperties.com

To NEPDA:

NEPDA
Attn: Jesse Bank, Executive Director
P.O. Box 7323
Spokane, WA 99207
Jesse.bank@northeastpda.com

Any of the Parties may change its address by giving notice in writing to the other Parties.

VII. Additional Provisions.

(a) Entire Agreement. This Agreement is complete and sets forth and contains the entire understanding and agreement of the Parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

(b) Amendments and Modifications. The provisions of this Development Agreement contained in this Agreement may only be amended or modified in writing signed by the NEPDA and the Developer.

(c) Assignment. Neither Party may assign its rights or responsibilities under this Agreement without prior, express written consent by the other Party, except as otherwise provided herein.

(d) Dispute Resolution. In the event of a dispute among any of the Parties regarding matters under this Agreement, each Party shall give written notice of its concern(s) to the other Party. The Parties shall timely, diligently, and in good faith, attempt to resolve the matter expeditiously. In the event that the relevant concerns are not resolved within thirty (30) calendar days from the original written notification (or such other time period agreed to by the Parties), the dispute may then be resolved through litigation in a court of competent jurisdiction.

(e) Recordation of Agreement. This Agreement and any amendment or termination to it shall be recorded with the Spokane County Auditor.

(f) No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

(g) Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and shall constitute one and the same instrument.

(h) Non-Enforcement not Waiver. Failure by any one of the Parties to enforce this Agreement or any provision of it with regard to any provision contained herein shall not be

construed as a waiver by that party of any right to do so. All remedies afforded in this Agreement or at law, except as provided herein to the contrary, shall be taken and construed as cumulative that is, in addition to every other remedy provided herein or by law.

(i) Authority. The undersigned covenant and represent that they are fully authorized to enter into and to execute this Agreement.

(j) Venue. This Agreement has and shall be construed as having been made and delivered in the state of Washington and the laws of the state of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.

(k) Relationship of Parties. It is understood and agreed by the Parties hereto that the contractual relationship created between the Parties hereunder is that Developer is an independent contractor and not an agent of NEPDA. Nothing contained herein or in any document executed in connection herewith shall be construed as making NEPDA and Developer joint venturers or partners.

(l) 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 agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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.

(m) Anti-Kickback. No officer or employee of the Parties, having the power or duty to perform an official act or action related to this agreement, shall have, or acquire any interest in this 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.

(n) Attorney Fees. In any action, except for mediation, brought under this Agreement, the prevailing party shall be entitled to recover in addition to any other amounts awarded, its reasonable attorney fees and costs of action as determined by a court with jurisdiction over the subject matter of the dispute.

(o) Forced Delay. Performance by either Party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to: war, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of terror, unforeseeable delays not caused by a party, general governmental restrictions, regulations, orders or priority, unusually severe weather, breach of this Agreement by the other Party, or acts or failures of a governmental authority to act after diligent best efforts to cause the governmental authority to act. An extension of time for any

such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within fifteen (15) days of the commencement of the cause. In the event the time for performance of a Party's obligation is extended under this Section, the Parties shall reasonably and in good faith cooperate to minimize the duration of the extension.

AGREED by the Parties to this Agreement on the dates indicated below:

NORTHEAST PUBLIC DEVELOPMENT
AUTHORITY

Board Chair

Esmeralda Commerce Park, LLC

By: _____

Its: Chief Operating Officer

Date: _____

EXHIBIT A

The Property and Potential Project Site Plan

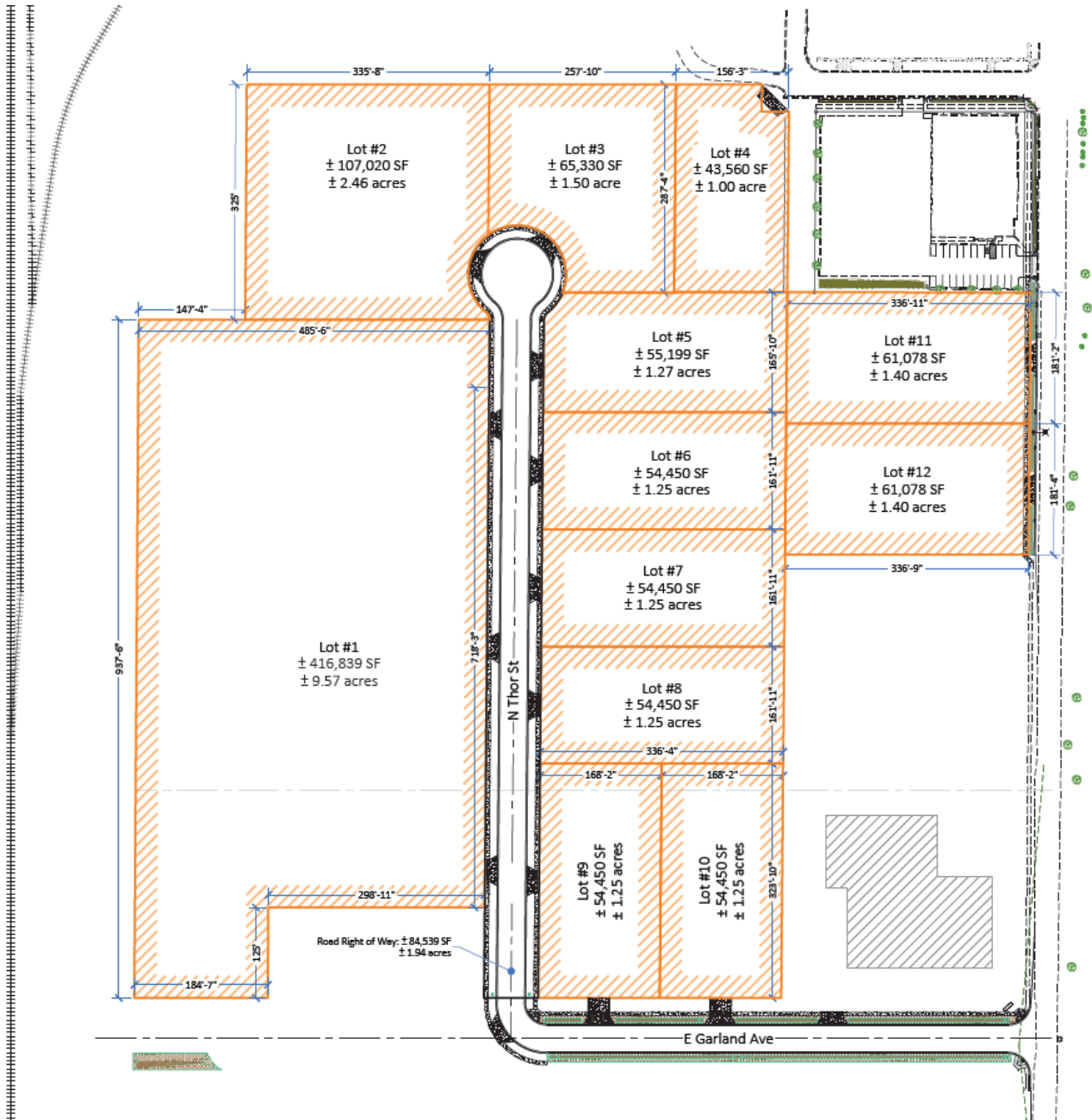
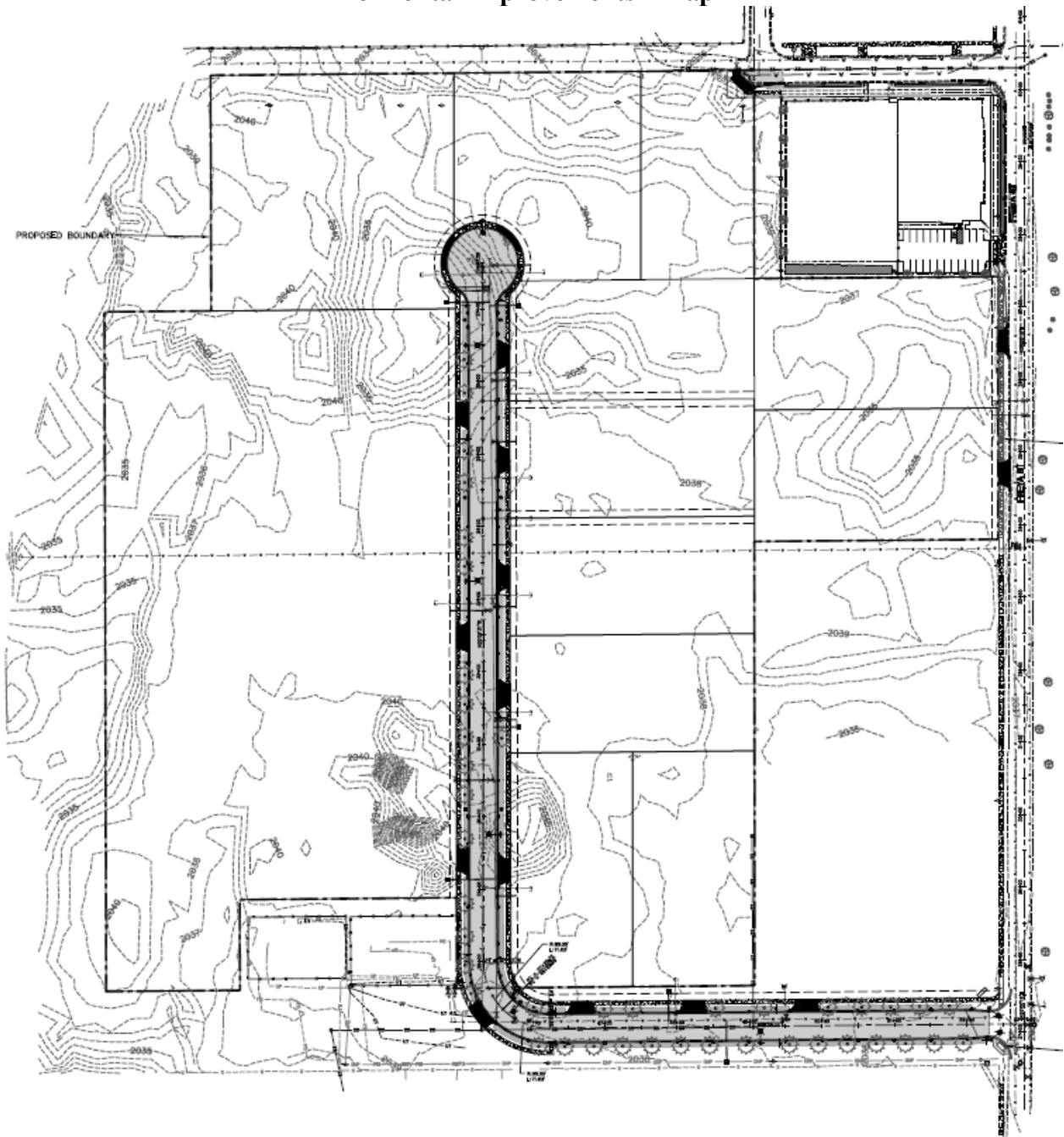


EXHIBIT B

Horizontal Improvements – Map



Horizontal Improvements – Schedule




ID		Esmeralda Commerce Park	Duration	Start	Finish	Predecessor	Resource Names
1		Bid Project	26 days	Fri 1/3/25	Fri 2/7/25		LM
2		Award Project	7 days	Fri 2/7/25	Mon 2/17/25		LBS
3		Submit for Permit (City of Spokane)	25 days	Mon 2/17/25	Fri 3/21/25		CE
4		Road Construction	39 days	Mon 3/24/25	Thu 5/15/25	3	LBS
5		Final Inspections	1 day	Fri 5/16/25	Fri 5/16/25	4	City of Spokane

EXHIBIT C

1. Construction Services.

(a) The Developer shall interview general contractors with experience in constructing the Horizontal Improvements. The Developer based upon the interview and other relevant considerations shall retain a general contractor to perform the requested work.

(b) Following completion of the design documents, the general contractor shall solicit bids from subcontractors to construct the Horizontal Improvements. Subcontractors who submit the lowest responsible bids, based upon the reasonable discretion of the contractor, shall be selected for the work. The general contractor may self-perform work provided the general contractor provides the work at costs equal to or below amounts received from subcontractors.

2. Prevailing Wages and Retainage.

Prevailing wages shall be paid laborers. The NEPDA may retain 5% of the NTE Amount to ensure Developer has complied with this requirement.

EXHIBIT D

[City-ECP Agreement to be Attached]

Northeast Public Development Authority
Profit & Loss
 March 2025

	Mar 25
Ordinary Income/Expense	
Income	
3370000 · Local Grants, Entitlements	
3370040 · Property Taxes	2,609.84
3370050 · SCIP Interest	1,653.96
Total 3370000 · Local Grants, Entitlements	4,263.80
Total Income	4,263.80
Expense	
5593002 · 3011 Wellesley development	577.50
5587010 · Wages	16,472.30
5587020 · Payroll Expenses	
FICA	1,290.08
SUTA	82.70
PFML	0.00
FUTA	0.00
Health Insurance	2,265.29
Total 5587020 · Payroll Expenses	3,638.07
5587030 · Office Supplies & Software	
5587035 · Occupancy Expenses	228.73
Office Supplies	309.96
5587030 · Office Supplies & Software - Other	111.15
Total 5587030 · Office Supplies & Software	649.84
5587040 · Legal & Professional Services	
Accounting Fees	551.20
Legal Fees	1,844.50
Total 5587040 · Legal & Professional Services	2,395.70
5587041 · Travel	
Parking	18.26
Conference, Convention, Meeting	2,097.99
Meals & Entertainment	70.16
Total 5587041 · Travel	2,186.41
5587044 · Communications	
Website	199.99
Telephone, Telecommunications	219.00
Total 5587044 · Communications	418.99
5587046 · Rent & Lease	1,500.00
5587047 · Other Business Expenses	
Donation	500.00
Community Maintenance Services	1,009.34
Bank Fees	36.18
Dues & Subscriptions	538.88
Total 5587047 · Other Business Expenses	2,084.40
Total Expense	29,923.21
Net Ordinary Income	-25,659.41
Other Income/Expense	
Other Income	
3614000 · Interest Earned	5,385.96
Total Other Income	5,385.96
Net Other Income	5,385.96
Net Income	-20,273.45

Northeast Public Development Authority
Profit & Loss
 January through March 2025

	Jan - Mar 25
Ordinary Income/Expense	
Income	
Donation-Community improvement	25,000.00
3370000 · Local Grants, Entitlements	
3370070 · Utility Tax Income	2,167.12
New Conts. Sales Tax - County	25,569.00
3370100 · State - Dept. of Ecology	8,236.71
3370010 · Retail Sales Tax - County	13,904.40
3370040 · Property Taxes	3,307.30
3370050 · SCIP Interest	3,363.40
Total 3370000 · Local Grants, Entitlements	56,547.93
Total Income	81,547.93
Expense	
5593002 · 3011 Wellesley development	17,918.30
5587010 · Wages	57,736.13
5587020 · Payroll Expenses	
FICA	4,521.65
SUTA	290.59
PFML	-0.05
FUTA	84.00
Health Insurance	6,592.48
Total 5587020 · Payroll Expenses	11,488.67
5587030 · Office Supplies & Software	
5587035 · Occupancy Expenses	534.91
Office Supplies	410.55
5587030 · Office Supplies & Software - Other	333.45
Total 5587030 · Office Supplies & Software	1,278.91
5587040 · Legal & Professional Services	
Accounting Fees	1,559.20
Legal Fees	3,544.50
Outside Contract Services	4,916.30
Total 5587040 · Legal & Professional Services	10,020.00
5587041 · Travel	
Parking	36.75
Conference, Convention, Meeting	2,097.99
Meals & Entertainment	220.53
5587041 · Travel - Other	208.19
Total 5587041 · Travel	2,563.46
5587044 · Communications	
Website	398.99
Telephone, Telecommunications	674.36
Total 5587044 · Communications	1,073.35
5587046 · Rent & Lease	4,500.00
5587047 · Other Business Expenses	
Donation	500.00
Community Maintenance Services	4,542.03
Bank Fees	95.65
Dues & Subscriptions	1,983.35
Total 5587047 · Other Business Expenses	7,121.03
Total Expense	113,699.85
Net Ordinary Income	-32,151.92

2:28 PM

Northeast Public Development Authority

Profit & Loss

04/10/25

January through March 2025

Cash Basis

	<u>Jan - Mar 25</u>
Other Income/Expense	
Other Income	
3614000 - Interest Earned	6,289.10
Total Other Income	<u>6,289.10</u>
Net Other Income	<u>6,289.10</u>
Net Income	<u><u>-25,862.82</u></u>

Northeast Public Development Authority
Balance Sheet
As of March 31, 2025

	Mar 31, 25
ASSETS	
Current Assets	
Checking/Savings	
1115000 · Money Market 0678	787,193.28
1114000 · Spokane County Investment Pool	629,299.78
1111000 · 1111000 Checking WTB	364,878.14
Total Checking/Savings	1,781,371.20
Total Current Assets	1,781,371.20
TOTAL ASSETS	1,781,371.20
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
24000 · Payroll Liabilities	
L&I	-107.71
FICA	2,296.08
SUTA	286.89
PFMLA	447.78
FUTA	84.00
24000 · Payroll Liabilities - Other	411.28
Total 24000 · Payroll Liabilities	3,418.32
Total Other Current Liabilities	3,418.32
Total Current Liabilities	3,418.32
Total Liabilities	3,418.32
Equity	
32000 · Unrestricted Net Assets	1,803,815.70
Net Income	-25,862.82
Total Equity	1,777,952.88
TOTAL LIABILITIES & EQUITY	1,781,371.20